

TOWN OF NORTH BRANFORD

Purchasing Department
Town of North Branford

Invitation to Bid

Michelle Knockwood, CPPB, Purchasing Assistant
203/484-6005 - Fax: 203/484-6025

Bid Proposal Data

BID#: 4 2011/2012
Commodity Title: Grinding of Brush & Stumps – Town of North Branford
Issue Date: December 5, 2011

Bid Proposal Opening

Day / Date: Thursday, December 22, 2011
Time: 10:00 AM
Mail Address: Town Manager's Office
909 Foxon Road
North Branford, CT 06471

Directions: All Bid Proposals are opened in the Conference Room located in the Town Manager's Office at the Town Hall, 909 Foxon Road North Branford, CT. Enter main entrance; follow the signs to Town Manager's Office.

Bid Proposal Contents

Invitation to Bid/Contents
Bid Advertisement
General Conditions & Instructions
Specifications
Bid Proposal Form
Non-Collusion Statement
Affirmative Action Statement
Form W-9

Sealed written Responses must be received by Purchasing no later than the date, time and location indicated above for the Bid Opening. Late Bids will not be accepted - no exceptions. Submittal of response by fax is not acceptable. **Please Note:** When returning bid packages, it is ***important*** to have the bid number and description on the outside of the envelope that contains your bid package.

Please submit 3 (three) copies of completed bids to the Purchasing Department.

Note: This Bid does not constitute an order for the goods or services specified.

BID#4 2011-2012
Grinding of Brush & Stumps

Date: 12/5/11

BID #4 – 2011/2012
GRINDING OF BRUSH & STUMPS

TOWN OF NORTH BRANFORD
INVITATION TO BID
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5)	Bid Proposal Page	_____x_____
6)	Non-Collusive Statement	_____x_____
7)	Affirmative Action Statement	_____x_____
8)	Prevailing Wage Requirements	_____
9)	Form W-9	_____x_____

--PURCHASING USE ONLY--

--REQUIREMENTS--

1)	Certificate of Insurance	_____x_____	_____
		Yes	No
2)	Bid Bond	_____x_____	_____
		Yes	No
3)	100% Performance Bond	_____	_____x_____
		Yes	No
4)	Labor & Materials Bond	_____	_____x_____
		Yes	No
5)	Vendor References	_____x_____	_____
		Yes	No
6)	Samples & Descriptive Literature	_____	_____x_____
		Yes	No

MAYOR
ANTHONY S. CANDELORA

DEPUTY MAYOR
ALFRED D. ROSE

TOWN MANAGER
RICHARD V. BRANIGAN



COUNCIL MEMBERS

ROSE MARIE ANGELONI
VINCENT P. CAPRIO
MICHAEL J. DOODY
ANDREW ESPOSITO III
JOSEPH E. FAUGHNAN
DONALD J. FUCCI, II
JOANNE S. WENTWORTH

TOWN OF NORTH BRANFORD

TOWN HALL 909 FOXON ROAD, NORTH BRANFORD, CONNECTICUT 06471-1290
TOWN MANAGER (203)484-6000 FAX (203) 484-6025

TOWN OF NORTH BRANFORD INVITATION TO BID

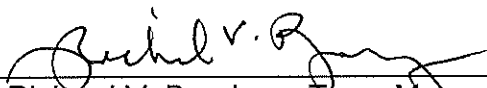
BID #4 – 2011/2012 GRINDING OF BRUSH & STUMPS

SEALED BIDS for the Grinding of Brush and Stumps as a result of several recent storms will be received until 10:00 AM, Thursday, December 22, 2011 at the office of the Town Manager, 909 Foxon Road, North Branford, Connecticut, at which time they will be opened and read aloud. Bids received after this time will be considered late and will be rejected. Specifications and bid documents may be obtained at the Office of the Purchasing Department or viewing our website at www.townofnorthbranfordct.com. The Town Manager reserves the right to reject all bids or waive defects in same if he deems such to be in the best interest of the Town.

A MANDATORY PRE-BID on-site visit is scheduled for Thursday, December 15, 2011 at 8:30 AM. All prospective bidders are requested to meet at the Public Works building at 290 Forest Road, Northford, CT.

Each bidder shall be required to deposit with his proposal a security in the amount of ten (10) percent of the annual base bid in accordance with the General Conditions to Bidders Item #17.

All bidders are advised that the Town of North Branford will affirmatively assure any contract entered into pursuant to this advertisement. Minority business enterprises will be afforded full opportunity to submit bids and are encouraged to do so. The Town of North Branford is an Affirmative Action/E.O.E.


Richard V. Branigan, Town Manager

Date: 12/5/11

Publish one (1) time in the New Haven Register under LEGALS on: 12/6/11



TOWN OF NORTH BRANFORD-PURCHASING DEPARTMENT GENERAL CONDITIONS AND INSTRUCTION TO BIDDERS

The general rules and conditions outlined below apply to all purchases authorized by the Town of North Branford. The conditions outlined become a formal part of each invitation to bid unless otherwise specified. All bidders are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidder's own risk.

The terms and conditions outlined in the invitation to bid become part of the formal contract following award, unless specified otherwise.

CONDITIONS OF BIDDING

1. **PROPOSAL FORMS:** The bidder shall maintain one (1) copy for his files and submit the original signed copy in sealed envelope marked with the title of the Bid, Bid opening date and time on the outside.
2. **ADDENDUMS:** It shall be the bidder's responsibility to check for any Addendums added to the original bid.
3. **LATE BIDS:** Formal bids, addendum's to bids or requests to withdraw a bid received after the date and time specified for opening will not be considered.
4. **WITHDRAWAL OF BIDS:** Bids may be withdrawn by written authorization only, and if withdrawal request is received prior to specified time of opening.
5. **MAILING OF BIDS:** All bids are to be mailed in an envelope marked with the title of Bid and Bid Opening date and time and directed to the Office of the Town Manager. Vendors are encouraged to allow sufficient time for mailing of bids. The Town of North Branford assumes no responsibility for postal delays.

All bids received will be stamped by date and time received by the Purchasing Office. This date of receipt will prevail over postmark date.
6. **OPENING OF BIDS:** The bids will be opened publicly and read aloud. Vendors are welcome and are encouraged to attend bid openings.

Bid openings will be listed by vendor name, address and bid amount only. Bid tabulation will be done at a separate time following bid opening and will be available to interested vendors at a later time.
7. **BID COMPLETION:** All information required by the invitation must be complete to constitute proper bid. Failure to do so will result in disqualifying the bid.
8. The Town of North Branford reserves the right to reject all bids, or any part of a bid or to waive defects in bids if in the best interest of the Town of North Branford.
9. All formal bids submitted shall be binding for sixty (60) calendar days following bid-opening date, unless otherwise specified. The bidder may agree to an extension at the request of the Purchasing Agent. All extensions are to be authorized by addendum.
10. **PAYMENT TERMS:** Prepayment discounts for early payment are preferred. All others to be Net 30 days unless otherwise specified.
11. **BIDS FOR ALL OR PART:** Bidders may restrict their bid to consideration in the aggregate by so stating but should include a unit price on each item bid upon. Any bid in which the bidder names a total price for all articles without quoting a unit price may be rejected at the option of the Town of North Branford.
12. **ERROR IN BIDS:** Any mistake in a bid which is obviously a clerical error such as a price extension, decimal point error or FOB terms may be corrected by the Purchasing Agent, following bidder verification. Clerical errors detected at the bid opening will be corrected and initialed by the Purchasing Agent, vendor and a witness if present. If an error exists in the extension of prices, the unit price shall prevail.
13. **RESPONSE TO INVITATIONS:** In the event you are unable to bid on our requirements as specified, in the invitation to bid, forward a letter to the Purchasing Office indication you intention not to bid and a brief explanation as to why you are unable to bid.
14. **MULTIPLE BIDS:** No bidder will be allowed to offer more than one bid price on each item, although alternate models or styles may meet specifications. Alternates will be considered only if requested in the original bid package. Any alternate not specified will be rebid if in the best interest of the Town. If the bidder submits more than one price on any item, all prices for that item may be rejected at the discretion of the Town Manager.
15. **TAXES:** The Town of North Branford is exempt from all State and Local taxes.

16. **EQUIPMENT SPECIFICATION AND/OR**

DESCRIPTIONS: Each bidder shall submit, when requested by the Purchasing Agent, catalogs, descriptive literature and detailed drawings, fully detailing features, designs and construction necessary to fully describe the material or work he proposes to furnish.

17. **BID BOND, CERTIFIED CHECK, OR CASHIER'S CHECK:**

When required each bid shall be accompanied by a bid bond signed by a surety company authorized to do business in Connecticut or by a cashier's check or certified check made payable to the Town of North Branford, Connecticut. The amount of the bid deposit will be 10% of the total base bid unless otherwise specified.

18. **PERFORMANCE BOND:**

If required by the bid specifications, the successful bidder must supply a performance bond for the full amount of the estimated total bid. The performance bond shall be made out in favor of the Town of North Branford. The performance bond will be required as security by the successful bidder for faithful performance of his contract. This performance bond will be required within 10 days of the award notification. The performance bond must be written by a surety company licensed to transact business in the State of Connecticut. The successful bidder upon failure or refusal to furnish within 10 days the required performance bond, shall forfeit to the Town of North Branford as liquidated damages their bid deposit.

19. **DEBARMENT:**

A contractor cannot be currently debarred from submitting proposals or bids on contracts by any agency of political subdivision of the State of Connecticut, or any other state, native American body or other governmental entity within the United States, nor is it an agent of any person or entity that is currently debarred from submitting proposals or bids on contracts by any agency or political subdivision of the State of Connecticut or any other state, native American body or other governmental entity within the United States.

20. **SAMPLES:**

When samples are required from bidders receiving the award, the samples may be retained by the Town of North Branford until the delivery of contracted items. Bidders whose samples are retained may pick them up after delivery is accepted.

Bidders shall be responsible for delivery and removal of samples. Cost of delivery and removal of samples to be the responsibility of the bidder.

All samples are to be marked samples and delivered to the Purchasing Office. The package must indicate the name of the bidder, item enclosed and bid number. Failure to adequately identify samples as indicated may be considered sufficient reason for rejection of the bid.

SPECIFICATIONS

21. **TRADE NAMES:** In cases where an item is identified by a manufacturer's name, trade name, catalog number or reference it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is specified.

The reference to the above catalog is intended to be descriptive, not restrictive and is used to indicate to the prospective bidder articles that will be satisfactory. Bids on other makes will be considered provided the bidder clearly states what is proposed in the space marked exceptions on the bid proposal sheet. Equipment specification sheets or other descriptive information will be required on all exceptions.

The Purchasing Agent reserves the right to approve as an equal or to reject as not being equal any article the bidder proposes to furnish which contains major or minor variations from the specification requirements.

If no particular brand, model or make is specified, the successful contractor may be required to submit working drawings or descriptive data to enable the Purchasing Agent to judge if all requirements of the specifications are being met.

22. The bidder shall comply with the true intent of the specifications and not take advantage of any unintentional error or omission but shall fully complete every part of the specification or drawings whenever mention is made of any article, material or workmanship to be in accordance with laws, ordinances, building codes, ASTM regulations, or similar expressions. These shall be considered to be the minimum requirements of the specifications. Any deviations from specifications must be noted in writing at the time of submission of the formal bid. The absence of written deviations will hold the bidder strictly accountable to the Town of North Branford to the specifications as written. Any deviation from the specifications as written, not previously submitted as required by the above, will be grounds for rejection of the material and/or equipment when delivered.

23. The contract will be awarded to the lowest responsible bidder complying with *all* the provisions of the invitation, provided the bid price is reasonable and in the best interest of the Town of North Branford to accept it. The Purchasing Office reserves the right to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the Town. The Purchasing Agent also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature or a bid of a bidder who on investigation shows he is not in a position to perform the contract.

In determining responsibility the following qualifications in addition to price will be considered by the Purchasing Agent.

- a. The ability, capacity and skill of the bidder to perform the required services.
 - b. The ability of the bidder to perform the contract or provide the service promptly within the time specified.
 - c. The character, integrity, reputation, judgment and experience of the bidder.
 - d. The quality of performance of previous contracts or services.
 - e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services.
 - f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
 - g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
 - h. The ability of the bidder to provide future maintenance and service for the use of the material and/or equipment.
 - i. Award by item, or part thereof, groups of items or parts thereof, or all items of the bid.
 - j. Prepayment discounts for early payment will be taken into consideration when making award.
24. **NOTICE OF ACCEPTANCE:** All bidders will be notified of the award in writing within a reasonable time from the date of the bid opening. The successful bidder will also be notified. A purchase order will be issued following verbal notification.
25. **TIE BIDS:** If two or more bidders submit identical bids and are equally qualified, the decision of the Town to make award to one or more of such bidders shall be final. Selection shall be made by drawing lots in public.

RESIDENT BIDDERS PREFERENCE: Price and other factors being equal, preference will be given first to resident bidders of the Town. Except when judgment of such purchase would operate to the disadvantage to the Town.

26. **SPECIFIC BID QUANTITIES:** Where quantities are stated specifically, acceptance of the bid will bind the Town to order only those quantities specified, and to pay for at contract prices all such supplies or services delivered that meet specifications and conditions of the contract. The Town will not be required to accept delivery of any balances unordered as of the contract expiration date.
- "AS REQUIRED" BID QUANTITIES:** On "as required" bids, acceptance will bid the Town to pay for at unit prices only quantities ordered and delivered.

CONTRACT PROVISIONS

27. **GUARANTEE:** The contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted which in the opinion of the Town are due to faulty design and installation, workmanship or materials, upon ratification, the contractor, at his expense shall repair the defect or replace the item.
28. **AVAILABILITY OF FUNDS:** A contract shall be deemed executory only to the extent of appropriations available to each agency for the purchase of such articles. The Town's extended obligation on these contracts which envision extended funding, through successive fiscal periods shall be contingent upon actual appropriations for the following fiscal year.
29. **CONTRACT ALTERATIONS:** No alterations in the terms of a contract shall be valid or binding to the Town unless made in writing and signed by the Town Manager or his authorized agent.
30. **INSURANCE REQUIREMENT:** The contractor, following award of the contract may be required to furnish to the Town of North Branford a Certificate of Insurance for the following coverage:
1. Comprehensive General Liability
 2. Property Damage & Bodily Injury Liability
 3. Automobile Liability
 4. Workman's Compensation and Employees Liability
 5. Professional Liability
- The Town of North Branford shall be named as an additional insured on said policy of public liability insurance to cover all claims against the Town arising out of said contract.

In addition to the coverage delineated above, Builders Risk Insurance may be required for construction contracts. The limits of Insurance unless otherwise specified shall be as follows:

GENERAL LIABILITY: Combined single limit of \$1,000,000. (Property Damage & Bodily Injury Liability \$1,000,000. Combined Single Limit).

The insurance carried by the bidder shall include the following coverage's.

- a. Comprehensive Form
- b. Premises Operations
- c. Products Completed Operations
- d. Contractual – Hold Harmless Requirements*
- e. Independent Contractors
- f. Broad Form Property Damage
- g. Personal Injury

***HOLD HARMLESS REQUIREMENTS:** The contractor shall, at all times, indemnify and save harmless the Town of North Branford, its officers, agents and servants on account of any and all claims,

damages, losses, litigation expense, counsel fees and compensation arising out of injuries (including death) sustained by or alleged to have been sustained by the public, any or all persons affected by the contractor's work, or by the contractor, any sub-contractor, material, men or anyone directly or indirectly employed by them or any one of them while engaged in the performance of this contract.

AUTOMOBILE LIABILITY: Combined single limit of \$1,000,000. (Property Damage & Bodily Injury Liability \$1,000,000. Combined Single Limit) Comprehensive automobile liability to cover all automobiles or vehicles owned, hired or owned by contractor's employees and used on business.

WORKERS' COMPENSATION: The contractor must have workers' compensation and liability insurance as provided by Connecticut and Federal law with statutory limits of \$500,000 per accident, \$500,000 disease each employee and \$1,000,000 disease policy limit.

The contractor shall procure and pay for the insurance coverage's described above with the minimum limits of liability as stated. The certificate of insurance shall certify that said coverage shall be in effect for the term of the contract.

The Town of North Branford shall be named as an additional insured on the General Liability insurance policy. All policies shall provide for 60 days written notice prior to cancellation, substantial change or non-renewal.

The contractor must be in compliance with State of Connecticut Public Act #86-87 "An Act Concerning Workers' Compensation Insurance Requirements For Contractors, On Public Works Projects And State Licenses."

31. **TERMINATION OF CONTRACT:** Contracts will remain in force for full periods specified, and until all articles ordered before the termination have been delivered and accepted, unless:
- a. There have been satisfactory deliveries prior to expiration date.
 - b. An extension has been authorized by the Purchasing Agent, and accepted by the contractor, to obtain unordered balances or additional quantities at contract prices and in accordance with contract terms.
 - c. **SUBLETTING OF CONTRACT:** Contractor shall not assign, transfer, sublet or otherwise dispose of his contract, or his right, title or interest therein, or his powers to execute such contract to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. In no case shall such consent

relieve the contractor from his obligations under the contract, nor shall consent change the terms of the contract. If the contractor assigns, transfers, conveys, sublets or otherwise disposes of his contract or his right, title or interest therein, without obtaining prior written consent from the Purchasing Agent, the Purchasing Agent may cancel the contract in whole or in part.

- d. **DEFAULT:** The contract may be cancelled or annulled by the Purchasing Agent in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may then be made to next lowest responsible bidder, or, articles specified may then be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the Town for costs to the Town in excess of the defaulted contract prices: Provided, that the contractor shall continue the performance of the contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extended in writing by the Purchasing Agent, shall also constitute contract default.
- e. **DELIVERY FAILURES:** Failure of a contractor to deliver within the time specified or to deliver within the time extended by the Purchasing Agent, and failure to make replacements of rejected articles when so requested, immediately or as directed by the Purchasing Agent, shall constitute contract default and authorize the Purchasing Agent to purchase in the open market articles of comparable grade to replace articles rejected or not delivered. On all such purchases, the contractor shall reimburse the Town, within a reasonable time as specified by the Purchasing Agent, for any expenses incurred in excess of contract prices or the Town may deduct such amount from monies owed the defaulting contractor. Such substitute purchases shall be deducted from contract quantities. Should public necessity demand it, the town reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing standard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.
- f. **NON-LIABILITY:** The contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy or b any other circumstances which, in the Purchasing Agent's opinion, is beyond the control of the contractor. Under such circumstances, however, the

Purchasing Agent may, in his discretion, cancel the contract.

- g. **NON-DISCRIMINATION:** Contractor, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age or national origin, nor otherwise commit an unfair employment practice. Contractor further agrees that this article will be incorporated by contractor in all contracts entered into with suppliers of materials or services, contractors and sub-contractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract. The following principles and requirements of Equal Opportunity and Affirmative Action, as incorporated herein, will be incorporated into "Equal Opportunity – Non-Discrimination Clause" to be included in all bid documents, purchase orders, lease and contracts. The principles of Affirmative Action are addressed in the 13th, 14th, and 15th Amendments of the United States Constitution, Civil Rights Act of 1886, 1870, 1871, Equal Pay Act of 1963, Title VI and VII of the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, amended by 11375, (nondiscrimination under federal contracts), Act 1, Section 1 and 20 of the Connecticut Constitution, Governor Grasso's Executive Order Number 11, Governor O'Neill's Executive Order Number 9, the Connecticut Fair Employment Practices Law (Sec. 46a-60-69) of the Connecticut General Statutes, Connecticut Code of Fair Practices (46a-70-81), Deprivation of Civil Rights (46a-58 (a) (d)), Public Accommodations Law (46a-63-64), Discrimination against Criminal Offenders (46a-80), definition of blind (46a-51 (l)), definition of Physically Disabled (46a-51 (15)), definition of Mentally Retarded (46a-51 (13)), cooperation with the Commission on Human Rights and opportunities (46a-77), Sexual Harassment (46a-60 (a) –8), Connecticut Credit Discrimination Law (360436 through 439), Title 1 of the State and the Local Fiscal Assistance Act of 1972.

**BID#4 2011/2012
GRINDING OF BRUSH & STUMPS
TOWN OF NORTH BRANFORD**

PROJECT SCOPE

The Town of North Branford is soliciting competitive bids for the grinding of brush and stumps as a result of several recent storms. All debris is located at one site at 290 Forest Road, Northford, CT. Chips will be left on site at a location to be determined by the Public Works Director. This will be a Turn Key Operation. There will be a **MANDATORY ON-SITE** visit scheduled for Thursday, December 15th, 2011 at 8:30 AM. All bidders must inspect site to view debris pile.

The Contractor shall provide all labor and equipment necessary to perform the work described herein. All work must be completed within fourteen (14) days from start (weather permitting). The selected contractor shall work under the direction of the Director of Public Works, Fran Merola.

Each Bidder shall be required to deposit with his proposal a security in the amount of ten (10) percent of the total base bid in accordance with the General Conditions & Instructions to Bidders Item #17. Payment will be on a lump sum basis at the completion of the project. Insurance requirements are as identified within Section 30, of the General Conditions and Instructions to Bidders.

All inquiries regarding the purchasing aspect of this bid may be directed to Michelle Knockwood, CPPB, Purchasing Assistant, at 203.484.6005, or via email at purchasingassistant@townofnorthbranfordct.com. Detailed questions concerning the specifications may be directed to Fran Merola, Public Works Director, at 203.484.6060.

EQUIPMENT

The following equipment must be included in the bid (or equivalent as to what is listed):

1. Horizontal Grinder – All chips should be 3” or less

or equivalent
Model _____ ID# _____

2. Excavator with shear

Or equivalent
Model _____ ID# _____

3. Loader

Model _____ or equivalent ID# _____

All equipment utilized for this effort must be properly licensed, if required, and capable of efficient and reliable operation.

BID PROPOSAL PAGE

Town of North Branford
Purchasing Department
909 Foxon Road
North Branford, CT 06471

**BID#4– 2011/2012
GRINDING OF BRUSH & STUMPS
TOWN OF NORTH BRANFORD**

To the Purchasing Agent:

We wish to submit our Bid for the above referenced bid. We have read and understand your specifications, Invitation to Bid, General Information to Bidders, and are submitting our Bid in full compliance with all the stated conditions.

We propose to provide for the grinding of brush & stumps as a result of several recent storms located at the site, 290 Forest Road, Northford, CT.

Total Lump Cost of \$_____

_____ (written dollar figure)

NAME OF COMPANY: _____

ADDRESS: _____

NAME AND TITLE OF AGENT
SUBMITTING BID: _____

PHONE: _____

FAX _____

SIGNATURE: _____

We understand that the Bid Proposal Page must be signed by an authorized agent of the firm to constitute a valid Bid.

**MICHELLE KNOCKWOOD, CPPB
PURCHASING ASSISTANT
(203) 484-6005**

NON COLLUSIVE AFFIDAVIT OF BIDDERS

BID # 4 – 2011/2012
GRINDING OF BRUSH & STRUMPS

The undersigned bidder, having fully informed themselves regarding the accuracy of the statements made herein certifies that;

- (1) the Bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition, and
- (2) the contents of the Bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid.

The undersigned bidder further certifies that this statement is executed for the purpose of including the Town of North Branford to consider the bid and make an award in accordance therewith.

Subscribe and Sworn to me this
_____ day of _____,
2011.

Notary Public
My Commission Expires

Legal Name of Bidder

Business Address

Signature and Title of Person

Date

****Must Be Notarized and Returned With Bid****

AFFIRMATIVE ACTION STATEMENT

REQUIREMENT-ANY VENDOR OR BIDDER SEEKING TO DO BUSINESS WITH THE TOWN OF NORTH BRANFORD MUST, UPON REQUEST, SUPPLY THE PURCHASING OFFICE WITH ANY INFORMATION CONCERNING THE AFFIRMATIVE ACTION EQUAL EMPLOYMENT PRACTICES OF THE VENDOR/BIDDER. FAILURE TO SUPPLY SUCH INFORMATION, WHEN REQUESTED, WILL RESULT IN THE TERMINATION OF ANY FURTHER TRANSACTIONS BETWEEN THE VENDOR/BIDDER AND THE TOWN OF NORTH BRANFORD.

NOTE- ALL VENDORS/BIDDERS WITH MORE THAN 10 EMPLOYEES SHALL BE REQUIRED TO COMPLETE THE AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYMENT REQUIREMENTS STATEMENT ON AN ANNUAL BASIS EXCEPT AS NOTED BELOW:

1. ALL VENDORS OR BIDDERS WITH LESS THAN 10 EMPLOYEES ARE EXEMPT FROM THIS REQUIREMENT;
2. ALL VENDORS/BIDDERS THAT HAVE COMPLETED THIS FORM WITH THE LAST YEAR;

IF EITHER OF THE ABOVE APPLIES, CHECK THE APPROPRIATE BOX BELOW:

- LESS THAN 10 EMPLOYEES
INDICATE NUMBER: _____
- COMPLETED THIS FORM WITHIN THE LAST YEAR
DATE COMPLETED _____

SEALED BIDS- ALL BIDDERS SUBMITTING A SEALED BID WILL BE REQUIRED TO COMPLETE THE AFFIRMATIVE ACTION STATEMENT. IF THE FORM HAS BEEN COMPLETED IN THE PAST YEAR, PLEASE INCLUDE A XEROX COPY OF THE INITIAL FORM INCLUDED WITH OUR BID. IF SIGNIFICANT CHANGES HAVE TAKEN PLACE IN THE PAST YEAR, PLEASE UPDATE THE CHANGES ON THIS FORM.

COMPANY NAME & ADDRESS: _____

TYPE OF BUSINESS: _____

TYPE OF ORANIZATION: _____
PLEASE CHECK CORPORATION PARTNERSHIP INDIVIDUAL

IF VENDOR/BIDDER FILLING THIS APPLICATION IS NOT THE ABOVE NAMED COMPANY, PLEASE PROVIDE THE NAME, ADDRESS AND TELEPHONE NUMBER OF THE REPORTING UNIT, BRANCH AGENT, REPRESENTATIVE.

****THIS FORM MUST BE RETURNED***

EQUAL EMPLOYMENT OPPORTUNITY

THE VENDOR/BIDDER IS INSTRUCTED TO COMPLETE THE FOLLOWING:

1. DOES THE COMPANY HAVE A WRITTEN POLICY STATEMENT REGARDING EQUAL EMPLOYMENT OPPORTUNITY?

_____ YES _____ NO (IF YES, ATTACH COPY)

2. IN RECRUITING EMPLOYEES ARE ALL SOURCES OF RECRUITMENT NOTIFIED THAT ALL QUALIFIED APPLICANTS WILL RECEIVE EQUITABLE CONSIDERATION:

_____ YES _____ NO

IF YES, PROVIDE BRIEF DESCRIPTION OF WHAT METHODS WERE EMPLOYED:

3. DO ALL RECRUITMENT ADVERTISEMENTS STATE THAT YOU ARE AN EQUAL OPPORTUNITY EMPLOYER:

_____ YES _____ NO

4. PLEASE LIST BY NAME AND CONTACT PERSON, ANY LOCAL COMMUNITY AGENT OR OTHER GROUP PROVIDING MINORITY AND FEMALE PLACEMENT SERVICE WHICH YOU HAVE CONTACTED IN THE LAST 12 MONTHS. IF NONE, PLEASE STATE:

5. IF ADDITIONAL MEANS ARE EMPLOYED TO ADVERTISE OR SOLICIT MINORITY AND FEMALE APPLICANTS FOR EMPLOYMENT OPPORTUNITIES WITHIN YOUR COMPANY, PLEASE INDICATE:

**THIS FORM MUST BE RETURNED*

AFFIRMATIVE ACTION

6. DOES YOUR COMPANY MAINTAIN A WRITTEN AFFIRMATIVE ACTION PLAN FOR THE EMPLOYMENT OF FEMALES AND MINORITIES? _____ YES
_____ NO (IF YES, PLEASE ATTACH COPY)

7. PLEASE INDICATE THE NAME AND ADDRESS OF THE COMPANY OFFICIAL(S) RESPONSIBLE FOR CARRYING OUT THE EQUAL OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM FOR YOUR COMPANY:

8. IF A WRITTEN AFFIRMATIVE ACTION FOR YOUR COMPANY IS NOT IN PLACE, PLEASE ESTIMATE THE NUMBER OF VACANCIES EXPECTED DURING THE NEXT TWELVE MONTHS AND INDICATE THE NUMERICAL OR PERCENTAGE GOALS YOU HAVE SET FOR THE EMPLOYMENT OF MINORITY PEOPLE AND FEMALES TO MAKE YOUR LABOR FORCE REFLECTIVE OF THE LABOR MARKET IN WHICH YOU OPERATE:

THE VENDOR IS HEREBY NOTIFIED THAT FAILURE TO COMPLETE THE ABOVE FORM IN A SATISFACTORY MANNER WILL PRECLUDE SUCH VENDOR FROM BEING ACTIVELY CONSIDERED TO CONTRACT WITH THE TOWN OF NORTH BRANFORD. THE VENDOR IS FURTHER ADVISED THE AFFIRMATIVE ACTION STATEMENT INCLUDED WITH THE BID DOCUMENT WILL BECOME PART OF THE CONTRACT AND THAT ANY BREACH OF SUCH STATEMENTS WILL CONSTITUTE A BREACH OF CONTRACT SUBJECT TO SUCH REMEDIES AS PROVIDED BY LAW.

I CERTIFY THAT THERE ARE NO MISREPRESENTATIONS, OMISSIONS OR FALSIFICATIONS IN THE FOREGOING STATEMENTS AND ANSWERS AND, THAT ALL ENTRIES ABOVE ARE TRUE, COMPLETE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATE: _____

SIGNATURE OF AGENT: _____

TITLE: _____

SUBSCRIBED AND SWORN BEFORE ME AT _____ CONNECTICUT,
THIS _____ DAY OF _____ 20____

NOTARY PUBLIC

****THIS FORM MUST BE NOTARIZED AND RETURNED.***

Request for Taxpayer Identification Number and Certification

Give form to the
 requester. Do not
 send to the IRS.

Please print or type	Name (See Specific Instructions on page 2.)	
	Business name, if different from above. (See Specific Instructions on page 2.)	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number +	
or	
Employer identification number +	

List account number(s) here (optional)

Part II For U.S. Payees Exempt From Backup Withholding (See the instructions on page 2.)

Part III Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part III instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

- You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.