

TOWN OF CANTON



INVITATION FOR BID

Design Services – New Softball Field Canton, Connecticut

BIDS WILL BE RECEIVED in the Office of the Chief Administrative Officer, Canton Town Hall, 2nd Floor, 4 Market Street Collinsville, CT until 10:00 am local time on February 3, 2021, at which time all bids will be publicly opened in the second floor Conference Room of the Canton Town Hall

Legal Notice
Town of Canton, CT
Invitation to Bid
Design Services – New Softball Field

The Town of Canton, through its Chief Administrative Officer (“CAO”), is seeking bids for Design Services – New Softball Field.

The Town of Canton over the term of the contract would include design work on a new softball playing field.

One (1) original sealed bid for the above-named Invitation must be received in the Office of the Chief Administrative Officer, Canton Town Hall, 2nd Floor, 4 Market Street Collinsville, CT by 10:00 am local time on February 3, 2021, at which time all bids will be publicly opened in the second floor Conference Room of the Canton Town Hall. The Town of Canton will reject bids received after that date and time.

The Bid package and any applicable addendum may be obtained on the Town's website, www.townofcantonct.org, under “Request for Proposals”.

Bidders that find discrepancies and/or errors in or between specifications, quantities, and other matters, must immediately notify the Project Administrator in writing not less than five (5) days before the scheduled bid opening.

No bid shall be withdrawn before sixty (60) calendar days after the date of the bid opening. The Town of Canton, CT reserves the right to reject any and all bids and to waive any informality in the bids received.

Dated at Collinsville this 13th day of January 2021

Robert Skinner Town of Canton, Chief Administrative Officer

The Town of Canton is an Equal Opportunity – Affirmative Action Employer.

INSTRUCTIONS TO BIDDERS

INTENT AND GENERAL INFORMATION

The Town of Canton Board of Selectmen recently approved funding for the construction of a new softball field to be located at Canton High School, 76 Simonds Avenue. This new field will primarily be used for Little League Softball play and tournaments.

The Town of Canton solicits proposals from qualified consulting firms to conduct a subsurface soil investigation, perform survey, and design for the construction of this new field.

All work performed under the contract between the Town of Canton and the firm shall be under the direction of professional engineers, landscape architects and land surveyors licensed by the State of Connecticut.

The scope of this project, general characteristics and principal details of the work are described more particularly in the Invitation for Bid and the Scope of Services that are a part of this bid package.

Interested parties should submit a bid response in accordance with the requirements and directions set forth in this bid package. Bidders may not contact any Town employee or official concerning this Invitation other than the Town's Project Administrator as set forth in the attached documents. A bidder's failure to comply with this requirement may result in disqualification. The Town will return unopened any bid received after the date and time of bid opening.

If there are any conflicts between the provisions of these Instructions to Bidders and any other document(s) comprising this bid package, these Instructions to Bidders shall prevail.

KEY DATES

Invitation to Bid issued: January 13, 2021

Bid Opening: February 3, 2021 @ 10:00 am

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SCHEDULING THE WORK

Work under this contract shall reach substantial completion within sixty (60) calendar days [unless otherwise modified or authorized by the Project Administrator from the day the Contractor starts work, which date shall not be more than ten (10) calendar days from the date of written Notice To Begin Work, unless such notice specifically instructs the Contractor to begin work at a later date.

CONTINGENCIES

The Town reserves the right to cancel this bid process and any resulting Contract at any time if the Town deems such action to be in its best interests, including but not only if either of the following conditions exists:

- The Town, through changes in its requirements or methods of operation, no longer has a need for the subject matter of this Invitation; or

- The Town is not satisfied with the work under the Contract, or the successful bidder fails to comply with any of the Contract's terms and conditions.

OBTAINING BID PACKAGE

The bid package – i.e., each of the documents listed on the page preceding these Instructions and collectively referred to as the “Invitation” – may be obtained on the Town's website, www.townofcantonct.org, under “Request for Proposals.”

BID SUBMISSION INSTRUCTIONS

Bids must be in the Town office identified above prior to the date and time the first bid is scheduled to be opened publicly. Postmarks prior to the bid opening date and time do **NOT** satisfy this condition. The Town will **NOT** accept corrections and/or modifications received after the first bid is opened publicly. Bids may not be withdrawn after bid opening, and bids must remain in effect for sixty (60) calendar days after bid opening, even if the bidder discovers errors in the bid after opening.

One (1) original bid must be submitted on the accompanying Bid Form and in sealed, opaque envelopes clearly labeled with the bidder's name, the bidder's address, the words "BID DOCUMENTS," and the Bid Title and Bid Opening Date, to prevent opening prior to the bid opening date. The bidder should also complete the following forms and submit as part of the bid submission:

- Disclosures
- Legal Status
- Non-Collusion Affidavit
- Bidder Qualifications

The Town will reject, and not accept, bids submitted in unmarked envelopes that the Town opens in its normal course of business. The Town may, but shall not be required to, return such bid and inform the bidder that the bid may be resubmitted in a sealed envelope properly marked as described above.

Bids must be submitted on the prescribed form and all blank spaces for bid prices must be completed and all prices shall be stated in both words and figures. Bid prices shall include all labor, materials, equipment, tools, transportation, and incidentals thereto necessary to perform the work in accordance with the Contract Plans and Specifications. The person signing the bid must initial errors, alterations or corrections on both the original bid and all required copies. Ditto marks or words such as “SAME” shall not be used in the Bid Form.

Bids may be withdrawn personally or in writing provided that the Town receives the withdrawal prior to the time and date fixed for the bid opening. Bids are considered valid for sixty (60) calendar days after bid opening, to permit the Town the time to review the bids and to investigate the bidders' qualifications prior to awarding the bid. Bidders may not withdraw, cancel or modify their bid for a period of sixty (60) calendar days after the bid opening.

An authorized person representing the legal entity of the bidder must sign the bid.

LUMP SUM PRICE

The lump sum price represents the entire compensation that the Town shall pay for all of the work associated with the design services work. The Town retains the right, as best serves the Town, to select all or part of the bid items as part of the award of this bid.

QUESTIONS

Questions concerning the bid process and procedures are to be in writing and directed only to:

Name: Glenn Cusano – Project Administrator

E-mail: gcusano@townofcantonct.org

Bidders may not contact any other Town employee or official concerning this Invitation. A bidder's failure to comply with this requirement may result in disqualification.

If a bidder finds any omission, discrepancy or error in, has questions concerning, or seeks an exception to anything in the documents constituting this Invitation; it should notify the Town as soon as possible but not less than five (5) business days before the date of the bid opening.

The bidder must direct that inquiry to:

Glenn Cusano, email address: gcusano@townofcantonct.org

ADDENDUM/ADDENDA

At least three (3) calendar days prior to the bid opening, the Town will post a copy of any and all addendum or addenda on the Town's website, www.townofcantonct.org, under "Request for Proposals." Said addendum or addenda; which shall be a part of this Invitation/Bid and the resulting Contract; containing all questions received as provided for above and decisions regarding same. Each bidder is responsible for checking the website to determine if the Town has issued an addendum or addenda and, if so, to complete its bid in accordance with the Invitation as modified by the addendum/addenda.

COSTS FOR PREPARING BID

This Invitation does not commit the Town to pay any costs incurred by bidders in preparing their responsive bids. Each bidder agrees that all costs it incurs in developing its bid are its sole responsibility.

OWNERSHIP OF BIDS

All bids submitted become property of the Town.

FREEDOM OF INFORMATION ACT

All information submitted in a bid or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended. A bidder's responses may contain financial or other data that it claims constitute proprietary or confidential information or a trade secret. To protect such data from disclosure, a bidder should identify specifically the pages that contain claimed confidential information by visibly marking all such pages of the bid.

REQUIRED DISCLOSURES AND BIDDER'S QUALIFICATIONS

In its bid each bidder must:

State its inability to meet any specified requirement of the Invitation;

Make a complete disclosure of all resolved and pending mediation, arbitration and litigation matters in which the bidder or its principals (regardless of their place of employment) have been involved for the most recent five (5) years;

Make a complete disclosure of each instance of its or its principals' (regardless of their place of employment) conviction, guilty plea, nolo contendere plea, finding of civil liability or criminal responsibility in any civil action or for any criminal offense, except motor vehicle infractions; and

Make a complete disclosure of each instance of its or its principals' (regardless of their place of employment) finding of a violation of any state or local ethics standards or other offense arising out of the submission of bids or proposals, or performance of work on public works projects or contracts.

A bidder's acceptability based on these disclosures and any investigation the Town deems necessary to determine a bidder's ability to perform the work described in this Invitation shall lie solely with the Town.

CONFLICT OF INTEREST

By submitting a bid, a bidder certifies that it has no conflict of interest as defined in the Town's Ordinance # 230 concerning ethics. The Town shall review all bids under this provision and may reject any bid where, in the Town's opinion, the bidder could be in a conflict of interest or could be perceived to be in a possible conflict of interest position if the bidder were to become a party to the Contract.

DEBARRED CONTRACTORS

The Town will reject any bid from a bidder that is on a debarred contractor list of the United States and/or the State of Connecticut.

LEGAL STATUS

Each bidder must complete the Bidder's Legal Status Disclosure form and must, if required, have a current license or registration to do business in the State of Connecticut that is on file with the Connecticut Secretary of the State's Office. The Town may, in its sole discretion, request acceptable evidence of any bidder's legal status.

PRESUMPTION OF BIDDER'S FULL KNOWLEDGE

At the time the first bid is opened, the Town will presume that each bidder has read and understood each document comprising this Invitation and any addenda posted on the Town's website. A bidder's failure and/or omission to receive or examine any information concerning this Invitation shall in no way relieve it from any aspect of its bid or the obligations related to it.

At the time the first bid is opened, the Town will also presume that each bidder is familiar with and will comply with all federal, state and local laws, ordinances and regulations that in any manner relate to this Invitation and the performance of the work described in it.

By submitting a bid, each bidder represents that it has thoroughly examined and become familiar with the scope of work outlined in this Invitation and it is capable of performing the work to achieve the Town's objectives.

Each bidder shall visit and examine the location described in this Invitation and thoroughly familiarize itself with all actual conditions of the property before preparing its bid. The submission of a bid shall be construed as an assurance that such examination has been made.

TAX EXEMPTIONS

The Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes. Exemption from State sales tax per Conn. Gen. Stat. Chapter 219, § 12-412(1). No exemption certificates are required, and none will be issued. The successful bidder will be provided the Town of Canton's Federal Tax Exempt #. Bidders shall avail themselves of these exemptions.

INSURANCE

The successful bidder shall, at its own expense and cost; obtain and keep in force during the entire duration of the work and during the completed operations period that is the subject of this Invitation.

The Contractor shall carry and keep in force during the term of this Agreement completed operations period all insurance as more specifically described in the Contract Documents by a company or companies authorized to do business in Connecticut. The Company shall provide certificates of insurance and endorsements or insurance policies specifying such coverage and naming the Town and its officers, agents, employees and volunteers as additional insured prior to the start of the Work and on an annual basis. In the event of any conflict between the insurance requirements set forth below and insurance requirements set forth in other Contract Documents, the requirements in this Agreement shall control.

The Contractor shall provide the following coverages and minimum limits of insurance:

1) Worker's Compensation Insurance:

Statutory Coverage

Employer's Liability

\$1,000,000 each accident/\$1,000,000 disease-policy limit/\$1,000,000 disease each employee

2) Commercial General Liability:

Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.

Limits of Liability for Bodily Injury and Property Damage

Each Occurrence \$1,000,000

Aggregate \$2,000,000

3) Automobile Insurance:

Including all owned, hired, borrowed and non-owned vehicles and pollution

Limit of Liability for Bodily Injury and Property Damage:

Per Accident \$1,000,000

4) Umbrella

Each Occurrence \$10,000,000

Aggregate Limit \$10,000,000

The Contractor and the Contractor's subcontractors, if any, shall cause the commercial liability coverage required by the Contract Documents to include (1) the Town and its officers, agents, volunteers and employees, as additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Town and its officers, agents, volunteers and employees as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

The Contractor shall, before commencement of its Work, submit to the Town evidence of the aforementioned requirements from itself and its subcontractors, if any, in the form of an additional insured endorsement or insurance policy acceptable to the Town. Failure by the Contractor to provide the endorsements required in this section shall entitle the Town to withhold payment from the Contractor then due or to become due until such time as the endorsements or policies are provided. The insurance (both primary and umbrella coverage's) of the Contractor and the Contractor's subcontractor's, if any, shall be primary to any insurance that may be available to the Town and its officers, agents, employees and volunteers and any insurance available to the Town and its officers, agents, employees and volunteers is secondary and non-contributory. The policies of insurance or endorsements as provided herein shall state that the insurance of the Contractor and the Contractor's subcontractor's, if any, (both primary and umbrella coverage's) shall be primary to any insurance that may be available to the Town and its officers, agents, employees and volunteers and any insurance available to the Town and its officers, agents, employees and volunteers is secondary and non-contributory. The Contractor and the Contractor's subcontractor's, if any, shall cause their insurers to directly provide the Town with thirty (30) days advance notice of cancellation. The Contractor and the Contractor's subcontractor's, if any, shall cause their insurers to directly provide the Town with ten (10) days advance notice of cancellation for non-payment. The insurance obligations provided herein shall survive the termination and/or cancellation and/or full performance of this Agreement.

AWARD CRITERIA; SELECTION; CONTRACT EXECUTION

The Town reserves the right to accept the bid that, all things considered, is in the best interests of the Town. Although price will be an important factor, it will not be the only basis for award. Due consideration will also be given to a bidder's experience, references, service, ability to

respond promptly to requests, past performance satisfactory to the Town, and other criteria relevant to the interests of the Town, including the bid documents' compliance with the procedural requirements stated in this Invitation.

The Town will not award the bid to any bidder who is in arrears or in default to the Town on any debt, contract, security or any other obligation.

The Town reserves the rights, in its sole discretion: to accept any, all, or any part of bids; to reject any, all, or any part of bids; to waive any non-material deficiencies or clerical errors in the bidding process or bid; and to award the bid that in its judgment will be in the Town's best interests. The Town also reserves the right to award the purchase of individual items under this Invitation to any combination of separate bids or bidders.

All bids will be publicly opened and read aloud as received on the date, at the time, and at the place identified in this Invitation. Bidders may be present at the opening.

The Town may correct, after bidder verification, any mistake in a bid that is obviously a clerical error, such as a price extension or decimal point error. If an error exists in an extension of prices, the unit price shall prevail. In the event of a discrepancy between the price quoted in words and in figures, the words shall control.

The Town will select the bid that it deems to be in the Town's best interest and issue a Notice of Conditional Award of Bid to the successful bidder. The conditional award shall be subject to further discussions with the bidder that are deemed necessary by the Town and to the successful bidder's provision of the documents required by this Invitation and the execution of a Contract.

The successful bidder's failure to provide each required form or execute the Contract within ten (10) business days of the date of the Notice of Conditional Award of Bid shall be grounds for the Town to declare the bid withdrawn, to call the bid security, and/or to enter into discussions with another bidder.

The Town will post the bid results and award recommendation on the Town's website, www.townofcantonct.org, under "Request for Proposals."

The Bid Awarded and Contract Execution dates listed in the instructions to bidders section are anticipated, not certain, dates.

COLLUSION

Each bidder shall complete the Non Collusion Affidavit that is a part of this Invitation. Any act(s) of misrepresentation or collusion in connection with a bid may be a basis to disqualify a bid submitted by the bidder responsible for said misrepresentation or collusion. In the event that such conduct is discovered after the execution of the Contract, the Town may terminate the Contract without incurring any liability, penalty, damages or other loss.

ADVERTISING

The successful bidder may not name the Town in its advertising, news releases, and promotional efforts without the Town's prior written approval. If it chooses, the successful bidder may list the Town in a statement of references or similar document required as part of a public bid. The Town's permission to the successful bidder to do

so is not a statement about the quality of the successful bidder's work or the Town's endorsement of the successful bidder or its work.

W-9 FORM

The successful bidder must provide the Town with a completed W-9 form before commencing work.

PAYMENTS

Payments will be made within thirty (30) calendar days after the appropriate Town officer receives and approves the invoice, unless otherwise specified in the Bid.

MAINTENANCE AND AVAILABILITY OF RECORDS

The successful bidder shall maintain all records related to the work described in the Invitation for a period of three (3) years after final payment under the Contract or until all pending Town, state and federal audits are completed, whichever is later. Such records shall be available for examination and audit by Town, state and federal representatives during that time.

REPRESENTATION OF TOWN

In performing the work described in the Invitation, the successful bidder, its agents and employees shall act in an independent capacity and shall not act as officers, employees or agents of the Town.

SUBCONTRACTING

The successful bidder agrees not to enter into any subcontracting agreement for any or all of the work described in the Invitation without obtaining the Town's prior written consent. All subcontracting shall be subject to the same terms and conditions as are applicable to the successful bidder. The successful bidder shall be fully and solely responsible for the performance of and payments to any subcontractors. The contractor shall not award more than 49% of the contract value to anyone subcontractor.

COMPLIANCE WITH LAW

The successful bidder shall comply with all applicable laws, regulations, ordinances, codes and orders of the United States, the State of Connecticut and the Town related to its bid and the performance of the work described in the Invitation and these specifications.

The successful bidder shall commit no trespass on private property in performing any of the work described in the Invitation. By submitting a bid, the successful bidder covenants that it has complied, and during the term of the Contract will comply, with the obligations under the Immigration Reform and Control Act ("IRCA") and that all employees it assigns to the Contract are authorized for employment in the United States of America.

The successful bidder further covenants that it has properly completed, and during the term of the Contract will properly complete, I-9s for all employees assigned to the Contract. The successful bidder agrees to defend, indemnify and hold the Town harmless in the event that any of the successful bidder's employees provided under the Contract is found not to be

authorized to work under the law or in the event that there is a determination that the successful bidder has failed to comply with IRCA's obligations, including but not limited to the failure to prepare correctly and maintain I-9s.

The successful bidder further agrees to defend, indemnify and hold harmless the Town from and against any and all claims brought against the Town as a result of these obligations, including but not limited to settlement fees, judgments, attorneys' fees and costs. These defense, hold harmless and indemnity obligations shall survive the Contract's termination or expiration.

LICENSES AND PERMITS

The successful bidder shall, for the term of the Contract, have and provide proof of all permits and licenses required by the Town and/or any other state or federal authority. The successful bidder shall immediately and in writing notify the Town of the loss or suspension of any such license or permit.

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

During the term of the Contract, the successful bidder agrees to be an equal employment opportunity employer and will not discriminate as to race, color, creed, sex, national origin, marital status, physical or mental disability or any other protected classification under state and federal law.

SUPPLIER DIVERSITY (SET-A-SIDE-GOALS)

The contractor who is selected to perform this Town service must comply, when applicable, with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of service.

State law requires a minimum of twenty-five (25%) percent of the state –funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services (DAS) under the provisions of CONN. GEN. STAT. § 4a-60g, as amended (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses). The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts and quasi-public agency projects, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at

http://www.ct.gov/opm/cwp/view.asp?a=390928&opmNav_GID=1806

NONDISCRIMINATION CERTIFICATION – Affidavit

By Entity

For Contracts Valued at Less than \$50,000

Written representation that complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60a, as amended.

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the Town of Canton, valued at Less than \$50,000 for each year of the contract. Complete all sections of the form. Submit prior to the Town of Canton prior to contract execution.

Representation of Entity:

I, _____, _____, of _____
(Authorized Signatory) (Title) (Name of Entity)

An entity duly formed and existing under the laws of _____
(Name of State)

Represent that I am authorized to execute and deliver this representation on behalf of

_____ and that _____
(Name of Entity) (Name of Entity)

Agrees to comply with the nondiscrimination agreements and warranties of Connecticut General Statutes § § 4a-60 and 4a-60a, as amended

END OF INSTRUCTIONS TO BIDDERS

SCOPE OF SERVICES

DATA COLLECTION AND FIELD INVESTIGATION

Survey

- a) Perform a field examination of the project area to become familiar with the existing conditions.
- b) Perform an existing conditions survey of the project site. The survey shall have a T-2 standard of accuracy and shall show topography with one-foot contour intervals and spot elevations at critical points. All visible utilities and structures will be included in the survey.
- c) Locate inland wetland flags as shown on concept drawing. Concept drawing available by contacting Project Administrator Glenn Cusano, gcusano@townofcantonct.org.
- d) Supplement the existing conditions survey with available information provided by the town and utility companies regarding the location of subsurface utilities.
- e) Prepare a base map at an appropriate scale to be used as the basis for the project design. Scale will be determined prior to commencement of survey.

Preliminary Design (60% Submission)

1. Participate in a project initiation meeting with the town staff and stakeholders for the following purposes:
 - a. Review the Scope of Services and confirm the project goals, objectives and expectations.
 - b. Review the expected uses of the field, level of play, and the design standards for the desired sports.
 - c. Refine the project schedule and project reporting protocol.
 - d. Discuss the project budget.
2. Prepare preliminary design plans based on initial comments and input from the Town and stakeholders. The plans shall include:
 - a. Existing conditions/removals plan
 - b. Layout plan

- c. Existing and proposed grading including spot elevations where appropriate
 - d. Drainage plan (surface and subsurface) including supporting computations
 - e. Plans and details for fencing and other required site amenities
 - f. Erosion and sedimentation control plan meeting the CT DEEP 2002 Guidelines
 - g. Plan for relocating site utilities within the project area, if any.
 - h. Cross-sections of the field
 - i. Irrigation systems
3. Prepare an opinion of probable construction costs based on the preliminary design.
 4. Meet with the town and stakeholders to review the preliminary design and the opinion of probable construction costs.

Final Design

1. Address comments from the Preliminary Design phase.
2. Prepare the final plans for review incorporating the comments from the town and stakeholders on the preliminary design submission. The plans will include, but may not be limited to:
 - a. Existing conditions and removal plan
 - b. Layout plan including coordinate geometry
 - c. Existing and proposed grading plan
 - d. Drainage plan (surface and subsurface) including inverts, pipe sizes and slopes
 - e. Plans and details for fencing and other required site amenities
 - f. Erosion and sedimentation control plan meeting the DEEP 2002 Guidelines
 - g. Plan for relocating site utilities within the project area, if necessary
 - h. Cross-sections of the field

- i. Technical specifications
3. Prepare a final opinion of probable construction costs for the proposed improvements.
4. Prepare for and attend one meeting each with the Town of Canton Inland Wetland and Watercourses Commission, and Planning & Zoning.
5. Meet with the town and stakeholders to review the final plans and specifications. Make minor revisions as may be required.
6. Finalize the plans and specifications and provide the town with final, bid-ready construction documents suitable for seeking competitive bids for the work.

Deliverables

1. Preliminary Design Phase - The Consultant shall provide three sets of all submittal materials for review.
2. Final Design Phase
 - a. Final Design for Review - The Consultant shall provide two sets of plans, cut sheets/details, cost estimates and other supporting documentation.
 - b. Bidding Documents – One set of plans and cost estimates for bidding shall be submitted in Adobe Acrobat's portable document format (.pdf). The technical specifications shall be provided in MS Word format.
3. The drawing scales shall be determined prior to commencing project. The design shall be prepared on 24" x 36" sheets.

TERM OF CONTRACT

The term of the contract to perform these consulting services will be as negotiated between the Town of Canton and the selected Consultant. The anticipated time to complete the Preliminary Design is 60 calendar days. Final construction documents shall be completed within 30 days of notice to proceed with this phase.

END OF SCOPE OF SERVICES

NOTE:

Bidder is reminded that in addition to completing and signing the above proposal and bid form, he/she shall also complete and return with the bid:

- **Non-Collusion Affidavit**
- **Legal Status Form**
- **Bidder Qualifications**

END OF BID PRICES

BIDDER’S LEGAL STATUS DISCLOSURE

Please fully complete the applicable section below, attaching a separate sheet if you need additional space.

For purposes of this disclosure, “permanent place of business” means an office continuously maintained, occupied and used by the bidder’s regular employees regularly in attendance to carry on the bidder’s business in the bidder’s own name. An office maintained, occupied and used by a bidder only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied and used by a person affiliated with a bidder will not be considered a bidder’s permanent place of business.

IF A SOLELY OWNED BUSINESS:

Bidder’s Full Legal Name

Mailing Address

Owner’s Full Legal Name

Does the bidder have a “permanent place of business” in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that “permanent place of business.”

IF A CORPORATION:

Bidder’s Full Legal Name

Mailing Address

State in which Legally Organized

State Business ID #

Current Officers

President

Secretary

Chief Financial Officer

Vice President

Treasurer

Does the bidder have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

IF A LIMITED LIABILITY COMPANY:

Bidder's Full Legal Name _____

Mailing Address _____

State in which Legally Organized _____

State Business ID # _____

Current Manager(s) and Members

Name & Title (if any)

Address

Does the bidder have a “permanent place of business” in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that “permanent place of business.”

IF A PARTNERSHIP:

Bidder’s Full Legal Name _____

Mailing Address _____

State in which Legally Organized _____

State Business ID # (if applicable) _____

Current Partners

Name & Title (if any)

Address

Name & Title (if any)

Address

Name & Title (if any)

Address

Name & Title (if any)

Address

Does the bidder have a “permanent place of business” in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that “permanent place of business.”

Bidder’s Full Legal Name

(print) Name and Title of Bidder’s Authorized Representative

(signature) Bidder’s Representative, Duly Authorized

Date

END OF LEGAL STATUS DISCLOSURE FORM

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions shall be answered and information given shall be clear and comprehensive. This statement shall be notarized. If additional room is required to answer questions, please attach additional sheet(s) with the supplemental information. The bidder's name shall appear on the top of the supplemental sheets to avoid confusion. The bidder may submit additional information as it deems necessary to enable the Town to judge the bidder's ability to perform the proposed Contract.

1. Bidder's full legal name:

2. Permanent main office address:

3. Contact person for this Invitation:

4. Phone and fax numbers and e-mail address of the contact person during normal business hours:

5. Date of organization:

6. Date of incorporation, if applicable:

7. Number of years bidder has been engaged in business under present firm or trade name:

8. Contracts on hand (dollar value, anticipated completion date):

9. General character or type of work performed by the bidder:

10. Has the bidder ever failed to complete any work awarded to it? If so, please explain in detail the circumstances:

11. Has the bidder ever defaulted on a contract? If so, please explain in detail the circumstances:

12. List contracts of a similar nature (size, type, and complexity) completed successfully by the bidder within the last five (5) years. List the other contracting party, the value of the contract, and the year completed.

13. List the services that will be available for the work described in this Invitation.
14. How many years of experience does the bidder have in work of similar size, type, and complexity to the Work of this Invitation?
15. Describe the background and experience of each individual person listed in the Bidder's Legal Status Disclosure:
16. Provide the name of the bidder's bank or other financial institution, contact person, phone number, address, and state the bidder's available credit:
17. If necessary for the Town to determine an award of contract, will the bidder provide a detailed financial statement?
18. List all legal disputes (mediation, arbitration or litigation) that the bidder or any predecessor in interest has been involved with in the last five (5) years, the nature of the dispute, the adverse party and the result.

END OF STATEMENT OF BIDDER'S QUALIFICATIONS