

TOWN OF FARMINGTON

INVITATION TO BID

BID # 291

REMOVAL OF REFUSE FROM VARIOUS TOWN PROPERTIES

The Town of Farmington is seeking bids from qualified bidders to perform scheduled pickup and removal of refuse from various town properties, including: Town Hall (1 Monteith Drive), Wastewater Treatment Plant (921 Farmington Avenue, Farmington), Farmington Police Department (319 New Britain Avenue, Unionville), Senior/Community Center (321 New Britain Avenue, Unionville), Tunxis Fire House & Stone Church (11 School Street, Unionville), Housing Authority (Maple Avenue Ext., Unionville), Farmington Fire House (76 Main Street, Farmington), East Farms Fire House (94 South Street, Farmington), Oakland Gardens Fire House (112 Farmington Ave., Farmington), Southwest Fire House (Westwoods Drive, Farmington), Westwood Golf Course Clubhouse (7 Westwoods Drive, Farmington), Farmington Public Library (6 Monteith Drive, Farmington), and the Live Fire Training Facility (Round Hill Road, Farmington). The successful bidder will be responsible for execution of all requirements as specified in the bid documents.

Sealed bids will be accepted by the Town of Farmington Finance Department, Farmington Town Hall, One Monteith Drive, Farmington, Connecticut 06032, until 11:00 A.M. on Tuesday, September 10, 2019 and at that time and place, said bids will be publicly opened and read aloud. Bid documents may be obtained at the Finance Office, Farmington Town Hall, One Monteith Dr., Farmington, CT, Monday through Friday excluding holidays, between the hours of 8:30 a.m. and 4:30 p.m.

The Town reserves the right to reject any or all bids, in whole or in part, and to waive any or all informalities or technical defects, if it is deemed by the Town to be in its best interest to do so. Bids will not be accepted by facsimile or e-mail.

No bidder may withdraw his bid within ninety (90) days after the actual date of bid opening. If for some reason the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Town of Farmington and the designated qualified low bidder.

The successful bidder is required to comply with the provisions of the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972, Executive Orders 3, 17, 11246, 11375, 11478 and, if applicable, the Connecticut Fair Employment Practice Law.

TOWN OF FARMINGTON

BID # 291

REMOVAL OF REFUSE FROM VARIOUS TOWN PROPERTIES

INSTRUCTIONS FOR BIDDERS

INTENT:

The intent of this solicitation is to obtain bids from qualified vendors to perform scheduled container pickup and removal of refuse from various town properties, including: Town Hall (1 Monteith Drive, Farmington), Wastewater Treatment Plant (921 Farmington Avenue, Farmington), Farmington Police Department (319 New Britain Avenue, Unionville), Senior/Community Center (321 New Britain Avenue, Unionville), Tunxis Fire House & Stone Church (11 School Street, Unionville), Housing Authority (Maple Avenue Ext., Unionville), Farmington Fire House (76 Main Street, Farmington), East Farms Fire House (94 South Street, Farmington), Oakland Gardens Fire House (112 Farmington Ave., Farmington), Southwest Fire House (Westwoods Drive, Farmington), Westwood Golf Course Clubhouse (7 Westwoods Drive, Farmington), Farmington Public Library (6 Monteith Drive, Farmington), and Live Fire Training Facility (Round Hill Road, Farmington). The successful bidder will be responsible for execution of all requirements as specified in the bid documents. The contract will be for a two year period beginning January 1, 2020 through December 31, 2022 with the option to renew for two additional 1-year periods contingent upon the Town of Farmington's satisfaction with the services performed by the vendor and sufficient funding being included in the Town budget for each year.

All Bidders shall observe the following instructions and specifications:

I. GENERAL PROVISIONS

1. Place of Bid Submission

Finance Department, Main Level, Farmington Town Hall, One Monteith Drive, Farmington, Connecticut, 06032.

2. Deadline for Bid Submissions

11:00 a.m. on Tuesday, September 10, 2019. Bids may be withdrawn ninety (90) days after bid opening, if the Town has not made an award.

3. Site Inspection

It is the responsibility of any bidder submitting a bid to examine the sites, and become familiar with them and the quantity of work to be performed. Bidders will not be allowed to withdraw or change their bids after the opening date based upon a lack of knowledge of the sites and work to be performed.

4. Bid Return Envelope

All bid submissions must be made in a sealed envelope. Please clearly mark your envelope with the bid number, title and opening date to prevent a sealed bid from being opened prior to the opening date. Any bid not so marked and opened by the Town prior to date specified shall be rejected. Facsimile or e-mailed bids will not be accepted. The following forms shall be submitted with each bid:

- A. Bid Cost Proposal Form
- B. Non-Collusion Statement
- C. Local Vendor Preference Affidavit (only if Farmington Business)
- D. Affirmative Action Statement
- E. Reference List

Failure to completely fill out or submit any of the required bid documents could result in the rejection of a bid submission.

5. Basis of Award

This contract shall be awarded to the qualified Bidder with the lowest cost proposal. Qualifications shall include the ability of the vendor to perform the services requested herein. Bidders must provide the names, and addresses of at least three (3) references who have utilized the bidder to provide the services being sought herein including a contact person's name and telephone number as part of the bid evaluation.

6. Bid Security

Not required for this bid.

7. Notice of Award

The Town will give notice of acceptance of bid to the successful bidder by mail to bidder's address stated in Bid.

8. Award of Contract

The Town reserves the right to reject any or all Bids, or any part of any bid, for any reason the Town deems advisable, and to award a Contract or Contracts to any of Contractors bidding, regardless of amount of Bid. It is intended that Contract or Contracts will be awarded to the lowest responsible and eligible Bidder (or Bidders) possessing the skill and ability to provide the services required, provided the times stated by Bidder(s) in schedule of prices in proposals for delivering and completing work is deemed advantageous to the Town's interest.

9. Performance/Labor & Material Bonds

Not required for this bid.

10. Scope of Work Change

The Town of Farmington reserves the right to change the scope of the project for any reason, before or after the bid is awarded without penalty to the Town.

11. Substitution for Named Brands

Not applicable

12. Prices, Discounts, Taxes, Payment

Prices bid shall not include any Federal, State or local taxes, as the Town is not liable. In addition to the prices bid, each bidder may quote binding discounts, which will be considered in making the award. **Prices in bid shall remain in effect for the two-year period, January 1, 2020 through December 31, 2022.**

13. Time of Completion

Please see Detailed Specifications for time frames for performing work at each location.

14. Delays

Delays for completion of work shall only be authorized by the Town Manager or her designee. All delays authorized by the Town Manager shall be in writing. Delays due to the vendor’s inability to complete the work for reasons other than weather shall not be considered as authorized.

15. Prevailing Wage Scale

This Project is **NOT** subject to State of Connecticut prevailing wage laws and the Davis Bacon Act.

16. Liquidated Damages

Not applicable.

17. Assignment of Contract

Contractor(s) shall not sublet, sell, transfer, assign or otherwise dispose of contract or any portion thereon or of his right, title or interest therein, of his obligations there under, without the written consent of the Town.

18. Acceptance of Subcontractor

Submission of name of Subcontractor in Bid shall be deemed to constitute an acceptance by Contractor, if awarded Contract of Bid, of such subcontractor. Any alteration therein, after award of Contract, shall be subject to the approval of the Town.

19. Basis of Payment

Payment will be made in arrears, within thirty days of receipt and approval by the Town of a valid invoice submitted by the vendor.

20. Payments for Extra Work

Not applicable.

21. Payment Requests, Retainage and Guarantee Period

Not applicable.

22. Insurance

The Contractor shall procure and maintain at its own expense the following insurance: (See Appendix I for a more detailed explanation of the Town’s Insurance and Indemnification requirements).

Workers’ Compensation-Statutory Limits

Employer’s Liability \$100,000/\$500,000/\$100,000

Commercial General Liability

Bodily and Personal Liability & Property Damage
\$1,000,000 per occurrence
\$2,000,000 Annual Aggregate
\$1,000,000 Property Damage
Products and Completed Operation Hazard must be included

Comprehensive Auto Liability
Including Coverage of Owned, Non-Owned & Rented Vehicles
\$1,000,000 per occurrence

Garage Keepers Liability
\$500,000 Property Damage
\$1,000,000 Garage Liability

All insurance shall be evidenced by a certificate of insurance showing the Contractor's insurance is in full force and the carrier shall notify the Town that the policies shall not be canceled without providing advance written notice to the Contractor and the Town. The Town of Farmington shall be named as an Additional Insured in respects to general liability coverage.

It is the responsibility of the Contractor and his insuring agent to provide the Town with current certificates throughout the contract period, keeping the required limits in full force and effect. The Town of Farmington reserves the right to modify or change the requirements at any time if it is in the best interest of the Town to do so.

23. Local Bidder Preference/Local Bidder Affidavit Form

See Appendix II for Local Bidder Preference Ordinance and Appendix III for Local Bidder Affidavit Form.

24. Equal Opportunity -Affirmative Action

The successful bidder is required to comply with all provisions of the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972, Executive Orders 3, 17, 11246, 11375, 11478 and if applicable, The Connecticut Fair Employment Practice law. See Appendix IV.

25. Questions Relating to Specifications

Any request from prospective bidders for interpretation of meaning of these specifications or other contract documents shall be made in writing to Director of Finance, Town of Farmington, Town Hall, One Monteith Drive, Farmington Connecticut. Requests must be received at least seven (7) days prior to date fixed for opening of Bids to be given consideration. Interpretations will be made in the form of written Addenda to Contract Documents, which Addenda shall become a part of Contract. Not later than five (5) days prior to date fixed for opening of Bids, Addenda will be mailed to all persons who obtained Contract Documents.

Failure of any bidder to receive any such Addenda shall not relieve bidder from any obligation under his Bid as submitted.

26. Site Examination

At date and time fixed for opening of Bids, it will be presumed that each Bidder has made an examination of the sites and the services to be provided under this Contract, has satisfied himself as to

actual conditions, requirements, and quantities of work and has read and become thoroughly familiar with Bid Documents including Specifications, Appendices and Addenda.

27. Inspection of Work

Each part of detail of work shall be subject at all times to inspection by the Town, and Contractor will be held strictly to true intent of specifications in regard to quality of materials, workmanship, and diligent execution of contract. Material furnished under these specifications is subject to such inspection. The Town shall be allowed access to all parts of work and shall be furnished such information and assistance by Contractor as is required to make a complete and detailed inspection.

28. Safety

All work done and equipment installed shall comply with all pertinent OSHA, Federal, State, and Local Laws and Regulations.

29. Contract Funds

Money for this contract is provided through the Town’s annual operating budget. Should funds prove insufficient, the Town will implement alternate funding sources or reductions in scope of work.

30. Bid Forms/Submission of Bids

The Town exclusively advertises and disseminates all solicitations. The receipt of solicitations through any other source may result in receipt of incomplete specifications and/or addenda which could ultimately render a bid non-compliant. The Town accepts no responsibility for the receipt and/or notification of solicitations through any other source.

31. Severability

If any terms or provisions of this bid shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of this bid shall remain in full force and effect.

32. Contract Termination

The Town reserves the right to terminate this contract at any time due to poor performance or unresponsiveness by the Contractor. Contractor will be provided thirty (30) days notice of unsatisfactory performance. If improvement in performance does not take place after thirty (30) days, Town will terminate contract with no penalty to Town.

TOWN OF FARMINGTON

BID # 291

REMOVAL OF REFUSE FROM VARIOUS TOWN PROPERTIES

TECHNICAL SPECIFICATIONS

INTENT

The intent of these specifications is to obtain a vendor to provide refuse containers and perform pick-up and disposal service at fourteen (14) properties belonging to the Town of Farmington on a regular basis. The Town reserves the rights to terminate the contract at any time should performance, in the judgment of The Town, be deemed unsatisfactory.

LOCATIONS

Town Hall – 1 Monteith Drive, Farmington, Connecticut

Wastewater Treatment Plant - 921 Farmington Avenue, Farmington, Connecticut

Farmington Police Department - 319 New Britain Avenue, Unionville, Connecticut

Senior/Community Center - 321 New Britain Avenue, Unionville, Connecticut

Tunxis Fire House - 11 School Street, Unionville, Connecticut

Stone Church - 11 School Street, Unionville, Connecticut

Housing Authority - Maple Avenue Ext., Unionville, Connecticut

Farmington Fire House - 76 Main Street, Farmington, Connecticut

East Farms Fire House - 94 South Street, Farmington, Connecticut

Oakland Gardens Fire House – 112 Farmington Avenue, Farmington, Connecticut

Southwest Fire House - Westwoods Drive, Farmington, Connecticut

Westwood Golf Course Clubhouse - located at 7 Westwoods Drive, Farmington, Connecticut

Farmington Public Library – 6 Monteith Drive, Farmington, Connecticut

Live Fire Training Facility – Round Hill Road, Farmington, Connecticut

DETAILED SPECIFICATIONS:

Town Hall

One (1) 6 yard refuse container
Pick-up schedule: One (1) time per week

Wastewater Treatment Plant

One (1) 6 yard refuse container
Pick-up schedule: One (1) time per week

Farmington Police Department

One (1) 8 yard refuse container
Pick-up schedule: One (1) time per week for refuse
Two (2) recycling containers (blue containers)
Pick-up schedule: One (1) time bi-weekly for recycling

Senior/Community Center

One (1) 4 yard refuse container
Pick-up schedule: One (1) time per week

Tunxis Hose Fire House

One (1) 2 yard refuse container
Pick-up schedule: One (1) time per week

Stone Church

One (1) 2 yard refuse container
Pick-up schedule: One (1) time per week

Housing Authority

Two (2) 4 yard refuse containers
Pick-up schedule: One (1) time per week for refuse
Forty (40) recycling containers (blue containers)
Pick-up schedule: One (1) time bi-weekly for recycling

Farmington Fire House

One (1) 2 yard refuse container
Pick-up schedule: One (1) time per week

East Farms Fire House

One (1) 2 yard refuse container
Pick-up schedule: One (1) time per week

Oakland Gardens Fire House

One (1) 2 yard refuse container
Pick-up schedule: One (1) time bi-weekly

Southwest Fire House

One (1) 2 yard refuse container
Pick-up schedule: One (1) time bi-weekly

DETAILED SPECIFICATIONS CONTINUED:

Westwood Golf Course

One (1) 6 yard refuse container

Pick-up schedule: One (1) time per week from April to October

Pick-up schedule: Call as needed from November to March

Farmington Public Library

One (1) 4 yard refuse container

Pick-up schedule: One (1) time per week

Live Fire Training Facility

One (1) 2-yard refuse container

Pick-up schedule: Call as needed

BASE PRICE

The bidder shall provide The Town with an **all-inclusive price** for the refuse container rental, scheduled pick-up, and disposal for each property for a period of One (1) month (four weeks). Prices in bid shall remain in effect for the two-year period, January 1, 2020 to December 31, 2022.

CONTRACT AWARD

The following factors shall be taken into consideration in awarding this contract:

1. Compliance with Bid Specs.
2. Ability of vendor to perform work as specified herein.
3. Price
4. Inspection of work by a representative of the Town, if deemed necessary.
5. References

TOWN OF FARMINGTON, CT

**BID # 291
REMOVAL OF REFUSE FROM VARIOUS TOWN PROPERTIES
COST PROPOSAL FORM**

(Page 1 of 2)

BID OPENING DATE: September 10, 2019
 TIME: 11:00 A.M.
 PLACE: Finance Office
 One Monteith Drive
 Farmington, CT 06032

The undersigned has examined the proposed work to be undertaken and has read all of the specifications, conditions and related documents. The undersigned hereby proposes and agrees to contract with the Town of Farmington to provide refuse services for the contract term beginning January 1, 2020 through December 31, 2022 at the prices stated below:

LOCATION	Base Price (based on 4 wks.)	Estimated Yearly Cost Base Price times 12
Town Hall – 1 Monteith Drive, Farmington, CT		
Wastewater Treatment Plant – 921 Farmington Avenue, Farmington, CT		
Farmington Police Department – 319 New Britain Avenue, Unionville, CT		
Senior/Community Center – 321 New Britain Avenue, Unionville, CT		
Tunxis Hose Fire House - 11 School Street, Unionville, CT		
Stone Church – 11 School Street, Unionville, CT		
Housing Authority – Maple Avenue Extension, Unionville, CT		
Farmington Fire House – 76 Main Street, Farmington, CT		
East Farms Fire House – 94 South Street, Farmington, CT		
South West Fire House – Westwoods Drive, Farmington, CT		
Westwood Golf Course Clubhouse – 7 Westwoods Drive, Farmington, CT		
Oakland Gardens Fire House – 112 Farmington Avenue, Farmington, CT		
Farmington Public Library – 6 Moneith Drive, Farmington, CT		
Live Fire Training Facility – Round Hill Road, Farmington, CT		

TOTAL ESTIMATED COST: _____ *per month* _____ *per year*
 (All Locations)

TOWN OF FARMINGTON, CT
BID # 291
REMOVAL OF REFUSE FROM VARIOUS TOWN PROPERTIES
COST PROPOSAL FORM
(Page 2 of 2)

Company Name	Signature
Address	Printed Name
City, State, Zip Code	Title
Telephone	Fax
E-mail Address	

The Town of Farmington reserves the right to reject any and all bids, or any part of any bid, or to waive any defect, irregularity or informality of any bid when it is determined to be in the best interest of the Town to do so.

All bids must be submitted in a sealed envelope. Facsimiles or e-mailed bids will not be accepted.

NON-COLLUSION AFFIDAVIT OF BIDDER

State of _____, County of _____, being first duly sworn, disposes and says that:

1. He is the owner, officer, representative or agent of: _____, the BIDDER that has submitted the attached BID;
2. The attached BID is genuine; it is not a collusive or sham BID;
3. He is fully informed respecting the preparation and contents of, and knowledgeable of all pertinent circumstances respecting the attached BID;
4. Neither BIDDER nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, included this affidavit, has in any way clouded, conspired, connived, or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham BID in connection with the CONTRACT for which the attached BID has been submitted or to refrain from BIDDING in connection with any contract, or has in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any other BIDDER, firm or person to fix the price or prices in the attached BID or of any other BIDDER, or to fix any overhead, profit or cost element of the BID prices or the BID price of any other BIDDER, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Farmington (OWNER) or any other person interested in the proposed CONTRACT.
5. The price(s) quoted in the attached BID are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the BIDDER or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit; and
6. That no elected or appointed official or other officer or employee of the Town of Farmington, whose salary or compensation is payable in whole or in part by the Town of Farmington is directly or indirectly interested in this BID, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

(Signed)

(Name of BIDDER)

Title

Subscribed and sworn to before me this

_____ day of _____, 20__.

Title

My Commission expires _____.

APPENDIX I

TOWN OF FARMINGTON, CT

INSURANCE REQUIREMENTS

The successful bidder shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the work hereunder by the individual or the firm, his agents representatives or employees. The cost of such insurance shall be included in the proposal.

For the purpose of this clause, the term “successful bidder” shall also include the individual’s or firm’s respective officers, agents, officials, employees, interns, volunteers, boards and commissions.

A. Minimum Scope and Limits of Insurance

1. Broad Form Comprehensive General Liability

\$1,000,000 combined single limit per occurrence for bodily injury, personal injury, property damage, and products/completed operations.

2. Automobile Liability

\$1,000,000 combined single limit per occurrence for bodily injury and property damage

3. Umbrella Liability

\$1,000,000 per occurrence, following form.

4. Workers’ Compensation and Employer’s Liability

Limits as required by Connecticut State Law

5. Professional Liability (if used on a claims-made basis, insurance coverage shall be maintained for the duration of the contract and for two (2) years following contract completion.)

\$1,000,000 per occurrence
\$1,000,000 aggregate

APPENDIX I (Cont.)

6. Personal Property Coverage

Adequate insurance to cover the value of personal property (including but not limited to, personal computers) belonging to the auditor while located on Town property, while in use or in storage, for the duration of the contract.

B. Aggregate Limits

Any aggregate limits must be declared to and be approved by the Town. At the option of the Town, the insurer shall increase or eliminate the aggregate limit and notify the Town of any erosion of aggregate limits.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and be approved by the Town. At the option of the Town, the insurer shall reduce or eliminate such deductibles or self-insured retentions as regards the Town and the auditors shall procure a bond, which guarantees payment of the losses and related investigations claims administration and defense expenses. At no time will the Town be responsible for the payment of deductibles or self-insured retentions.

D. Notice of Cancellation or Non-renewal

Each insurance policy required by this Exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced, either in coverage or in limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Town.

E. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Liability (General, Automobile, Professional) Coverages:

- a. **“The Town of Farmington and its respective officers, agents, officials, employees, volunteers, boards and commissions” are to be named as additional insureds** with regards to liability arising out of activities performed by or on behalf of the auditor; products and completed operations of the auditor; premises owned, leased or used by the auditor. The coverage shall contain no special limitations on the scope of protection afforded to the Town.
- b. The auditor’s insurance coverage shall be the primary insurance as regards the Town. Any insurance maintained by the Town shall be in excess of the auditor’s insurance and shall not contribute with it.

APPENDIX I (Cont.)

- c. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the Town.
 - d. Coverage shall state that the auditor's insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.
2. Workers' Compensation and Employer's Liability Coverage
- a. The insurer shall agree to waive all rights of subrogation against the Town for losses arising from the work performed by the auditor for the Town.
 - b. If State statute does not require the auditor to obtain Workers' Compensation insurance, then the auditor shall furnish the Town with adequate proof of the self-employment status. The auditor agrees to waive all rights of claims against the Town for losses arising from the work performed by the auditor. In the event that during the contract this self-employment status should change, the auditor shall immediately furnish proper notice to the Town and a certificate of insurance indicating that Workers' Compensation insurance and Employer's Liability coverage has been obtained by the auditor as required by this Exhibit.

F. Acceptability of Insurers

- 1. Insurance is to be placed with insurers which have a Best's rating of at least A.
- 2. Insurance companies must either be licensed to do business in the State of Connecticut or be deemed to be acceptable by the Town's Director of Finance.

G. Verification of Coverage

The auditor shall furnish the Town with certificates of insurance effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Director of Finance before work commences. Renewal of expiring certificates shall be filed thirty (30) days prior to expiration. The Town reserves the right to require complete, certified copies of all required policies, at any time.

All insurance documents required by this Exhibit shall be mailed to the Director of Finance.

APPENDIX II

LOCAL VENDOR PREFERENCE

- I. 55-5 Local Vendor Preference.
- A. For all BIDS and quotes submitted for purchases not excluded by existing 55-8 exceeding two thousand five hundred dollars (\$2,500), but less than five hundred thousand dollars (\$500,000) any qualified and registered local vendor which has submitted a BID or quote not more than five (5) percent higher than the lowest qualified BID or quote will be awarded the CONTRACT or purchase order, subject to existing 55-6, so long as such local vendor agrees to provide the supplies, materials, equipment, commodities and/or services which are the subject of such CONTRACT or purchase order at the same price as the lowest qualified BID or quote received. In the event more than one local vendor submits a BID or quote not more than five (5) percent higher than the lowest qualified BID or quote, the award shall be to that local vendor originally submitting the lowest qualified BID or quote.
 - B. For purposes of this section, a qualified and registered local vendor is defined as one who maintains a principal place of business located within the TOWN limits of Farmington by occupying real property in which to conduct such business or by paying ad valorem taxes on business property to the Town of Farmington. Evidence of the maintenance of such principal place of business may include the ownership or long-term lease of real estate from which the principal place of business is operated or the payment of property taxes on the personal property of the business to be used in the performance of the BID.
 - C. The Town Manager shall have prepared a Local Vendor Registration form and shall have it made available to all local businesses. When such form has been properly completed and filed by a local vendor with, and approved by, the Town Purchasing Coordinator, such local vendor shall be a qualified and registered local vendor in the TOWN for the purposes of this section.
 - D. This section shall not apply in any situation where the preference created by this section would violate federal or state law or any existing contracts.
- II. 55-6 Power of Town Manager.
- A. The Town Manager is empowered to award the CONTRACT to the lowest BIDDER or quoter, subject to the local vendor preference provision in 55-5 to reject all BIDS or to negotiate further with such BIDDER or BIDDERS as he shall deem appropriate and award the CONTRACT on the basis of lowest price obtainable, provided that he shall never negotiate further with a BIDDER whose original BID price was higher than that of another BIDDER or BIDDERS without also negotiating further with all such BIDDERS whose original BID prices were lower; and provided, further, that unless the Town Manager has obtained the specific approval of the Town Council or unless he has entered into further negotiations as set forth above, he shall not award the CONTRACT to anyone other than the lowest responsible BIDDER. If the Town Manager negotiates with BIDDERS or quoters as provided above, any qualified and registered local vendor submitting an original BID or quote not more than five (5) percent higher than the lowest qualified BID or quote, shall be awarded the CONTRACT or purchase order if such local vendor is willing to meet the lowest negotiated price.
- III. 55-8 Nonapplicability to Professional Services.
- A. The provisions of this chapter shall not apply to the purchase of surety bonds and insurance or to contracts for professional services with attorneys, physicians, architects, appraisers or other professionals where the services contracted for are primarily advisory or consultant, nor shall said provisions apply to purchases made through the State of Connecticut for materials and commodities conforming to specifications of the State of Connecticut. The provisions of this chapter shall also not apply to regional or cooperative purchasing by the TOWN.

APPENDIX III

**LOCAL VENDOR REGISTRATION APPLICATION
AFFIDAVIT OF LOCAL VENDOR
FARMINGTON CODE #55-5 LOCAL VENDOR PREFERENCE**

I, _____ (Vendor name) being
duly sworn, make affidavit and say that I own and operate
_____ (business name and address),
which is the bona fide principal place of business for _____ (business name).

Description of product or services provided by your business:

Evidence of ownership and principal place of business is attached to this affidavit and will include:

(Check the one which applies)

- ____ 1. Copy of canceled check for payment of personal property
taxes on the business to be utilized performance of the BID.
- ____ 2. Copy of long term lease of the real estate from which the
principal place of business is operated.

Vendor name: _____ Telephone: _____

Address: _____ Fax: _____

City, State, Zip: _____ E-mail: _____

State of Connecticut: Farmington, CT.
County of Hartford

**Personally appeared, _____ (vendor name) owner
of _____ (business name), signer and sealer of the foregoing instrument and
acknowledged the truth of the foregoing, before me on the ____ day of _____ in the year
_____.**

Vendor Signature

Notary Public

Date

My Commission Expires:

Seal:

Vendor is to mail or present in person to:

Mr. Joseph Swetcky
Director of Finance
Town of Farmington
One Monteith Drive
Farmington, Connecticut 06032-1053

Facsimiles will not be accepted

APPENDIX IV

AFFIRMATIVE ACTION STATEMENT

We hereby certify and warrant that we do not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex, or physical disability including, but not limited to blindness, unless it is shown that such disability prevents performance of that which must be done to successfully fulfill their job duties or in any manner which is prohibited by the laws of the United States or the State of Connecticut; and further agree to provide the Farmington Human Relations Commission with such information requested by the Commission concerning our employment practices and procedures. We subscribe to the principles of Affirmative Action.

(Signature)

(Title)

(Date)

REFERENCE LIST

List references and phone numbers of clients that you have performed similar service for in the last three (3) years:
