TOWN OF GUILFORD
REQUEST FOR PROPOSAL
Bid #34-1213
Tropical Storm Sandy Jacobs Beach Erosion Restoration and Related Work
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REQUIREMENTS

1)	**Certificate of Insurance**	**Yes** ***upon bid award***
2)	**Bid Bond/cashier's check 10% of base bid**	**Yes** ***include in bid proposal***
3)	**100% Performance Bond**	**N/A** ***upon bid award***
4)	**Labor & Materials Bond**	**N/A** ***upon bid award***
5)	**Vendor References**	**Yes** ***include in bid proposal***
6)	**Descriptive Literature**	**N/A** ***Include in bid proposal***
7)	**See above for Required Statements**	***include in bid proposal***

1.

LEGAL NOTICE
TOWN OF GUILFORD
BID #34 -1213
TROPICAL STORM SANDY JACOBS BEACH EROSION RESTORATION AND RELATED WORK

The Town of Guilford, on behalf of the Public Works Department, is seeking bids for Tropical Storm Sandy Jacobs Beach erosion restoration and related work. Sealed proposals should be labeled with Bid number and name and will be due no later than Friday February 8, 2013 at 11:30 a.m. at the First Selectman's Office, 31 Park Street, Second Floor, Guilford, CT 06437. Bids received after this date and time will be rejected. Bid packages may be obtained at the Office of the First Selectman or may be accessed from DAS procurement portal and the Town of Guilford's website at www.ci.guilford.ct.us.

Any questions regarding the specifications shall be submitted *in writing* to Jim Portley, Director of Public Works and Town Engineer at portleyj@ci.guilford.ct.us with a copy to the Purchasing Department at millmanp@ci.guilford.ct.us .

Each bidder will be required to submit to the Office of the First Selectman, their original proposal with two (2) copies and a Bid Bond, Cashier's or Certified Check in the amount of 10% of the base bid. Each bidder shall honor the bid price for ninety (90) business days from the date of the bid opening, without modification. Upon award of the Bid, the winning bidder shall be bound by the proposal price throughout the contract period.

The Town of Guilford reserves the right to reject any or all proposals; or to waive defects in same, if it deems such to be in the best interest of the Town.

Joseph S. Mazza
First Selectman

Publish one time only in the New Haven Register under LEGAL NOTICES on Friday January 25, 2013.

2.

TOWN OF GUILFORD
GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

The general rules and conditions outlined below apply to all purchases authorized by the Town of Guilford. 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 Request for Proposal become part of the formal contract following award, unless specified otherwise.

1. BIDDING PROCEDURE

1.1 Bidder shall submit three (3) complete sets of the bid documents and all supporting material, unless otherwise stated in the Invitation to Bid. All appropriate blanks shall be completed. The signer of the bid shall initial any interlineations, alteration or erasure on the specification document. Bidders shall not change the Proposal Form nor make additional stipulations on the specifications document.

1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.

1.3 The Base Bid is the sum stated in the bid for which the Bidder offers to perform the work or provide merchandise or equipment described in the bid package as the base, to which work or materials may be added or from which work or materials may be deleted from sums stated in alternate bids.

1.4 Conditional bids are subject to rejection in whole or in part. A conditional bid is defined as one which limits or modifies any of the terms and conditions and/or specifications of the Invitation to Bid.

1.5 Alternate bids will not be considered unless specifically requested in the original bid package. An alternate bid is defined as one which is submitted in addition to the Bidder's Base Bid set forth in the Invitation to Bid. Town shall have the right to accept alternates in any order or combination, unless otherwise specifically provided in the bid documents, and to determine the low Bidder on the basis of the sum of the Base Bid and alternates accepted.

1.6 Unit prices will not be considered unless specifically requested in the original bid package. Unit price is defined as an amount proposed by Bidders, stated on the Proposal Form, as a price per unit of measurement for material or services added to or deducted from the base bid by appropriate modification, if estimated quantities of work required by the contract documents are increased or decreased.

1.7 Each bid must be legible (no pencil), include the full name, business and e-mail address, and telephone number of the Bidder and be signed in ink by the Bidder.

1.8 A bid by a firm or organization other than a corporation must include the name and address of each member.

1.9 A duly authorized representative of a Bidder entity must sign the bid and any applicable bond(s) in the name of such entity. Such representative must attest that he/she is duly authorized to bind such entity or submit a corporate resolution or limited liability/partnership consent evidencing such authority.

1.10 Bids received after the time and date established for receiving bids will be rejected.

1.11 At bid opening all bids are publicly opened and received. The bids will be considered unverified and subject to further review for acceptance/disqualification. Upon determination of acceptable bids to be considered for award, the Town shall prepare a bid summary by the Town of Guilford, which summary shall be available to all Bidders upon their request.

1.12 Estimated quantities may be listed as part of a bid package in order to assist Bidders, but Bidders are reminded that actual quantities ordered may vary from figures listed and the Town will not be held liable for any difference. On "as required" bids, acceptance of this bid will bind the Town to pay for, at unit price only, quantities ordered and delivered. The Town will not be required to accept delivery of any balances unordered as of the contract expiration date.

1.13 Bidders shall submit catalogues, descriptive literature and detailed drawings, fully detailing features, designs and construction necessary to fully describe the material or work proposed in the bid.

2. BIDDER'S SECURITY

2.1 Bid Security, as a guarantee of good faith, in the amount of ten percent (10%) of the base bid in the form of a certified check, cashier's check, or Bidder's bond, shall be required to be submitted with the bid package for all bids.

2.2 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.

2.3 Bid security will be returned to the successful Bidder as follows:

2.3.1 For bids with specified quantities for which the awarded bid package and delivery of award notice constitute the contract; upon the delivery of all equipment or merchandise (and/or performance of services, if applicable), and upon final acceptance by the Town.

2.3.2 For all other contracts; upon receipt by the Town of the executed contract and applicable bonds, if any.

2.4 Town shall have the right to retain the bid security of Bidders to whom an award is being considered until either:

2.4.1 A contract has been executed and bonds have been furnished.

2.4.2 The specified time has elapsed so that the bids may be withdrawn.

2.4.3 All bids have been rejected.

2.5 Bid security will be forfeited to the Town as full liquidated damages, but not as a penalty, for any of the following reasons:

2.5.1 If the Bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.

2.5.2 If the Bidder fails or refuses to enter into a contract on forms provided by the Town, and/or if the Bidder fails to provide sufficient bonds or insurance within applicable time periods set forth in the bid package.

2.6 The surety company executing the bond must be licensed to do business in the state, or the bond must be countersigned by a company so licensed. The bond must be signed by an official of the surety company and corporate seal must be affixed over his/her signature. Signatures of two witnesses for both the principal and surety must appear on the bond, if required by law. A power of attorney for the official signing the bond for the surety company must be submitted with the bond.

3. CLARIFICATION OF SPECIFICATIONS/ADDENDA

3.1 Bidders shall promptly notify the Purchasing Department of any ambiguity, inconsistency or error, which they may discover upon examination of the specification documents.

3.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Department by Tuesday February 5, 2013 at noon. Failure to request a clarification or interpretation within said time frame shall be deemed a waiver of the right to assert these issues and claims in the future.

3.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.

3.4 Oral interpretations or changes to the specifications documents made in any other manner, will not be binding on the Town and Bidders will not rely upon such interpretations or changes.

3.5 Addenda are written instruments issued by the Town prior to the bid opening date, which modify or interpret the specification document by addition, deletion, clarification or correction.

3.6 It is the Bidder's responsibility to check for addenda prior to submitting proposals.

3.7 Copies of addenda will be made available for inspection at the office of the Purchasing Agent and on the Town website www.ci.guilford.ct.us .

3.8 No addenda will be issued later than forty-eight (48) hours prior to the bid opening date, except addenda withdrawing the Invitation to bid or addenda which includes postponement of the bid.

3.9 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the Proposal Form.

4. BIDDER REPRESENTATION

4.1 Each Bidder by signing and submitting a bid, represents that the Bidder has read and understands the specifications documents, and the bid has been made in accordance therewith.

4.2 Each Bidder for services further represents that the Bidder has visited the site and has become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance, furnishing and completion of the services. Bidder acknowledges that it is solely responsible for investigating and satisfying itself as to all actual and existing site conditions.

4.3 Bidder recognizes and agrees that the Town is subject to the Freedom of Information Act of the Connecticut General Statutes and, as such, any information contained in or submitted with or in connection with Bidder's bid is subject to disclosure if required by law or otherwise. Bidder expressly waives any claims that Bidder or any of its successors and/or assigns has or may have against the Town or any of its directors, officers, employees or authorized agents as a result of any such disclosure.

5. SUBSTITUTIONS

5.1 Wherever in the specifications or Bid Proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing standard of required function, dimension, appearance and quality to be met by any proposed substitution.

5.2 No substitution will be considered prior to receipt of bids unless written request for approval has been received by Town at least five (5) business days prior to date of receipt of bids. It is the

Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the Town that said item is equal to, or better than, the product specified. Bidder shall identify the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The Bidder must indicate any variances by item number from the specification document. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient. Town 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 specifications requirements. Any deviation from the Town's specifications not previously submitted as required by the above will be grounds for rejection of the material and/or equipment.

6. SAMPLES

6.1 When samples are required from Bidders, the samples may be retained by the Town of Guilford until the delivery of contracted items by the awarded Bidder; and, with respect to the rejected Bidders, upon notification of such rejection. Bidders shall be responsible for delivery and removal of samples, at Bidders' sole cost. All samples are to be marked samples and delivered to Guilford. 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 grounds for rejection of the bid.

7. BID AWARD

7.1 The signed bid proposal shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon (i) receipt of proper Town authorization from the Board of Selectmen; and (ii) delivery by the Town of a notice of award letter to the winning bidder, or if applicable, execution by the Town and Bidder of a separate contract, in the form included in the bid package, or if not included in the bid package, in a form mutually acceptable to both parties. In either case the terms and provisions of the Town's bid package shall be deemed incorporated into the contract. *Notwithstanding anything to the contrary stated herein, the contract shall be deemed executory only to the extent of appropriation available to each agency for the purchase of such articles/services, if the purchase is to be funded by such appropriation and not otherwise through Town bond authorization. The Town's extended obligation on those contracts which envision extended funding, through successive fiscal periods shall be contingent upon actual appropriations for the following year. In the event that funding is not available at the time of award and/or execution of the contract and/or if the Town budget is approved for the fiscal year in which the contract is to be performed after contract execution or time of award but prior to the performance of the contract, the Town reserves the right to cancel the contract.*

7.2 Contracts shall be executed by the Bidder and delivered to the Town for counter-execution within five (5) business days of award notification.

7.3 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the bid. Upon award of the bid, the winning bidder shall be bound by the bid proposal price throughout the contract period.

7.4 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

7.5 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 Guilford to accept it. The Town reserves the right to reject any or all bids. The Town specifically reserves the right to reject the low Bidder.

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

a. The ability, capacity and skill of the Bidder to perform required services.

b. The ability of the Bidder to perform the contract or provide the service promptly within the time specified.

c. The quality of performance of previous contracts or services, including, without limitation, the safety record of the Bidder.

d. The previous and existing compliance by the Bidder with laws and ordinances relating to the contract or services.

e. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.

f. The quality, availability and adaptability of the supplies or contractual services to the particular use required.

g. The ability of the Bidder to provide future maintenance and service for the use of the material and/or equipment.

7.6 The Town reserves the right to reject all bids or any part of a bid, to waive defects in bids, and to re-bid at anytime prior to the bid award if to do so is deemed to be in the best interest of the Town. The Town reserves the right to waive irregularities and technicalities in bids, such as shall best service the requirement and interest of the Town. Clerical errors detected at the bid opening will be corrected and initialed by the Selectman, Bidder and a witness if present.

8. TERMS OF PAYMENT

8.1 Prepayment discounts for early payment are preferred. All others to be Net 30 days unless otherwise specified.

8.2 The Town is exempt from state and local taxes.

8.3 A contract shall be deemed executory only to the extent of appropriation 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 year.

9. PERFORMANCE/LABOR AND MATERIALS BOND

9.1 If required by the bid specifications, the successful Bidder shall supply an original performance bond and labor and materials bond in the amount of 100% of the total awarded bid amount within five (5) business days of the award notification. The provisions of Section 2.6 above shall apply to the bonds required by this Section 9.1.The bonds shall remain in effect for one year from the date of delivery of the bonds to the Town. Should the Town elect to renew the terms of the accepted proposal, if applicable, then the bonds shall be extended for the period of such renewal period and the performance bond shall be increased to the full amount of the revised contract price, if applicable.

10. INSURANCE REQUIREMENTS

10.1 The successful Bidder shall, at its own expense and cost, obtain and keep in force during the duration of the work/project the insurance set forth below covering the Bidder and its agents, employees and subcontractors and other providers of services and shall name the Town of Guilford and its employees and agents as "*Additional Insureds*" on a primary and non-contributory basis to the Bidder's Commercial General Liability and Automobile Liability Certificate of Insurance.

10.2 Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum Best's Rating of A-. In addition, all Carriers are subject to approval by the Town of Guilford.

10.3 The Town reserves the right to require additional coverages than those listed below, including, without limitation, Builder's Risk insurance for construction projects and Owner's Protective Liability, if desirable.

10.4 The required coverages are as follows:

a. **Worker's Compensation Insurance:** (i) statutory coverage, (ii) employer's liability and (iii) $100,000 each accident/ $500,000 disease-policy limit/$100,000 disease each employee. (Coverage is to be extended for USL&H benefits and include coverage for Jones Act where work is adjacent to or on the water.)

b. **Commercial General Liability** (on an occurrence basis)**:** (i) including premises & operations, products and completed operations, personal and advertising injury, contractual liability and independent contractors, (ii) limits of liability for bodily injury and property damage each occurrence $2,000,000, aggregate $5,000,000 (to be applied separately to each job), and (iii) waver of subrogation shall be provided.

c. **Automobile Insurance:** (i) including all owned, hired, borrowed and non-owned vehicles and (ii) limit of liability for bodily injury and property damage per accident $1,000,000.

The Bidder shall provide a Certificate of Insurance to the Town within five (5) business days after receipt of notice of award. The Certificate shall specify that the Town of Guilford shall receive thirty (30) days advance written notice of cancellation or non-renewal. The Certificate

shall evidence all required coverage including the Additional Insured and Waiver of Subrogation. Notwithstanding the forgoing, in the event that any State laws or regulations require additional coverage and/or higher coverage amounts, State laws and regulations shall control.

11. WARRANTIES AND MAINTENANCE

11.1 Copies of manufacturer's warranties and maintenance policies and associated costs shall accompany the bid proposal for items being bid.

11.2 At a minimum the Bidder shall warrant that any defective components discovered within a one year period after the date of installation/delivery shall be replaced at no expense to the Town, unless otherwise specified. Bidder shall pay the cost of all shipping with regard to such defective parts (both return and purchase of replacement parts.)If the bid specifications require a longer or more extensive warranty, the specifications shall control.

12. INDEMNIFICATION

12.1 The Bidder shall indemnify and hold harmless the Town, its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of, in whole or in part, the performance of the contract, or any negligent or willful act or omission of the Bidder, its subcontractors, employees or agents, including, without limitation, claims, damages, loss and expense attributable to bodily injury, sickness, disease or death or injury to or destruction of tangible property, including the loss of use resulting there from or attributable to any type of pollution and/or environmental impairment or release into or upon land, the atmosphere, or any course or body of water that is above or below ground. The indemnification obligation under 12.1 shall not be limited in anyway by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder, its subcontractors, agents or employees under worker's compensation, disability benefit acts or other employee benefit acts. This indemnity shall survive the expiration or early termination of the contract.

13. MISCELLANEOUS CONTRACT TERMS

13.1 **Delivery.** Bidder shall state on its Proposal Form the date upon which it can make delivery of all equipment or merchandise. Time is of the essence. All bids shall be based upon inside delivery of the equipment or merchandise F.O.B. at the location specified by the Town. The Town reserves the right to cancel orders or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form. Such failure to deliver shall authorize the Town to purchase replacement articles of comparable grade from third party supplier(s). On all such purchases, Bidder shall reimburse the Town, within a reasonable time as specified by the Town, for any expenses incurred in excess of contract prices or the Town may deduct such amount from amounts owed the defaulting contractor. Such substitute purchases shall be deducted from contract quantities. If in the best interest of the Town, 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 Town.

13.2 **Termination of Contract**. Contracts shall remain in force for the period within which the Bidder must perform as set forth in the proposal, unless (i) there have been satisfactory deliveries

prior to expiration; or (ii) an extension has been agreed upon as evidenced by a contract extension executed by Bidder and the Town; or (iii) the Contract executed by the awarded bidder and the Town expressly states otherwise.

13.3 **Assignment.** Bidder shall not assign or transfer this contract or its obligations hereunder without the consent of the Town, which consent may be withheld in the Town's sole discretion.

13.4 **Default.** The contract may be terminated by the Town by written notice of default to the contractor upon non-performance or breach of the contract terms. The awarded Bidder shall be obligated to pay the Town for all losses, damages, costs and expenses, including the cost of re-procurement, and attorney's fees incurred defending claims arising from such default and in seeking recovery of all such costs and expenses from Bidder and/or its surety. Upon a termination for cause, the Town shall have no further obligation to issue payments to the Contractor until resolution of the dispute.

14. COMPLIANCE WITH LAWS

14.1 The Bidder shall comply with all federal, state and local laws and regulation and shall procure all necessary license and permits, pay all charges and fees and give all notice necessary and incident to the due and lawful performance of the contract and bid process. Such laws shall include, without limitation, the following:

a. **Non-Discrimination and Affirmative Action.** 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, marital status, sexual orientation, national origin, ancestry, sex, metal retardation or physical disability, including but not limited to blindness, unless it is shown by the contractor that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or the State of Connecticut, nor otherwise commit an unfair employment practice. Contractor further agrees that this article, (and any additional provisions required by law), 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 1964, Equal Pay Act of 1963, Title VI and VII of the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, 11375, 11478 (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(1)), definition of Physically Disabled (46a-51 (15)), definition of Mentally Retarded (46a-51-13), cooperation with the Commission of

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 1 1972. Every contract to which the State is party must contain the nondiscrimination and affirmative action provisions provided in the Connecticut General Statutes Section 4a-60a.

b. **Executive Orders.** The contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgate June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgate February 15, 1973, concerning the listing of employment opening and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the contract as if they had been fully set forth in it. The contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgate April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

c. **Connecticut's Prevailing Wage Law Provision.** If applicable, the contractor must be in full compliance with Connecticut General Statutes Section 31-53 and 31-53(a) which applies to each contract for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration, or repair of any public works project by the state or its agents, or by any political subdivision of the State of Connecticut General Statutes, Section 31-53 (g) provides monetary thresholds which must be met before the law is applicable. The contractor should familiarize themselves with all aspects of the provisions under state law in order to ensure full compliance.

d. **Occupational Safety and Health Administration Requirements.** According to Connecticut General Statutes, Section 31-53b (a) each contract entered into on or after July 1, 2007, for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public building project by the state or any of its agents, or by a political subdivision of the state or any of its agents, where the total cost of all work to be performed by all contractors and subcontractors in connection with the contract is at least one hundred thousand dollars shall contain a provision requiring that, not later than thirty days after the date such contract is awarded, each contractor furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public building , pursuant to such contract, have completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, in the case of telecommunications employees, have completed at least ten hours of training in accordance with 29 CFR 1910.268. The contractors should familiarize themselves with all aspects of state law and any applicable regulations pertaining to these requirements in order to ensure full compliance.

In addition, Bidder has not been cited for three or more willful or serious violations of OSHA, or any standard, order or regulation promulgated pursuant to such Act, during the three year period preceding the bid, which violations were cited in accordance with the provisions of any

State Occupational Safety and Health Act or the Occupation Safety and Health Act of 1970 and which were not abated within the time fixed by the citation; which citation has not been set aside following appeal to the appropriate agency or court having jurisdiction. The foregoing is meant to comply with Section 31-57b of the Connecticut General Statutes.

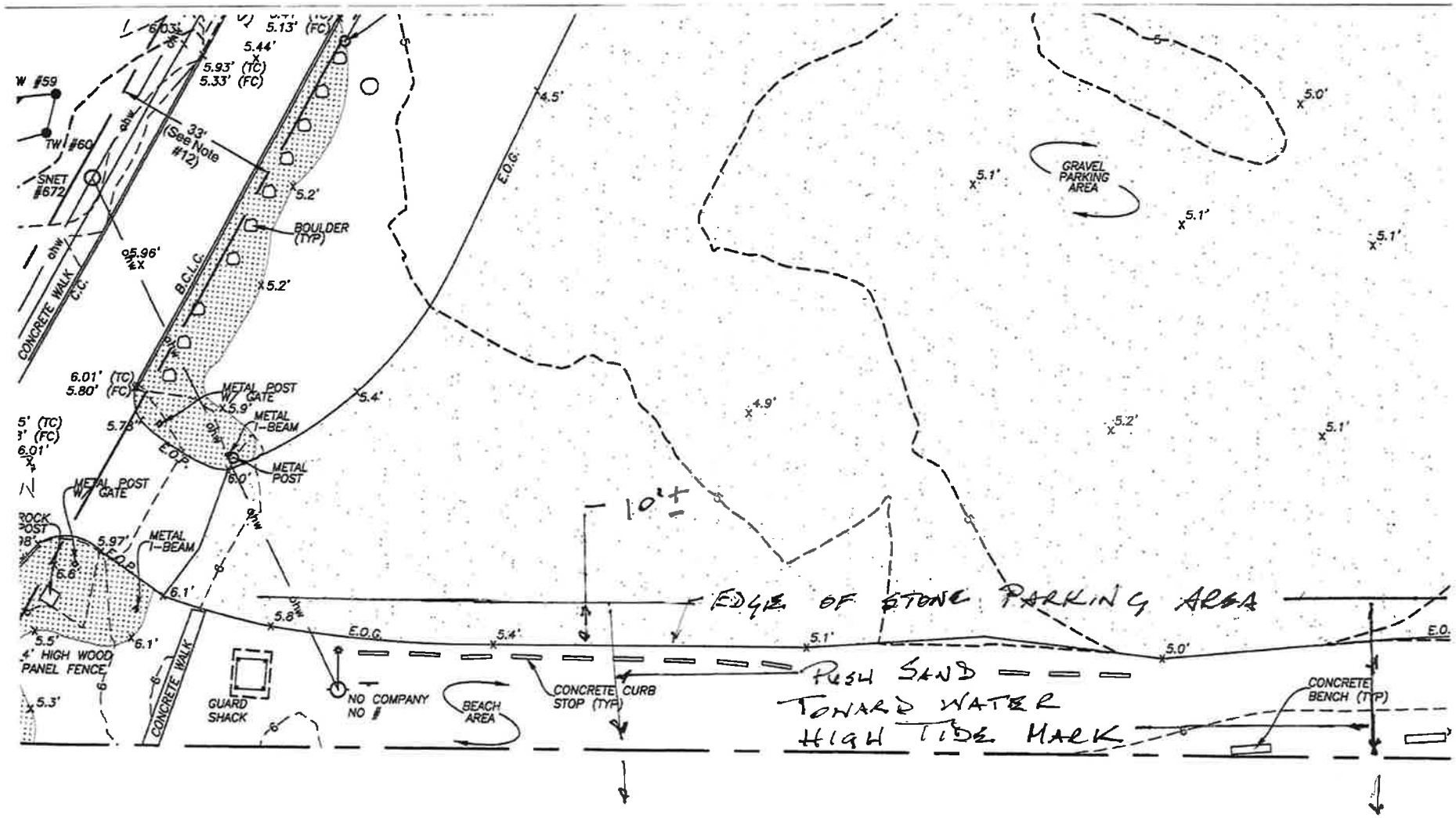
3.
GENERAL SPECIFICATIONS

Tropical Storm Sandy caused severe erosion along the Jacob's Beach area and wave action resulted in the deposition of sand from the beach landward burying the concrete benches and the concrete curb stops that defined the edge of the parking lot. The first task in the contract is to push the sand from the edge of the parking lot and push it forward toward the beach area. The sand must be pushed forward from the edge of the parking lot to the Tidal Jurisdiction Line (High Tide Line) so that the existing concrete curb stops and benches are uncovered and the sand is placed satisfactory to the Park and Recreation Director, Rick Maynard.

The second task is the removal of sand and silt from the playground and wood boat storage rack area roughly outlined on the attached, Playground Restoration Plan 2. The sand removed is to be deposited on the beach area "A". At the time the sand is removed from under and around the play apparatus remove a minimum of 6" of the contaminated wood mulch and replace it with mulch provided by the Park and Recreation Department. The contaminated mulch is to be stockpiled at an onsite location as directed by Rick Maynard.

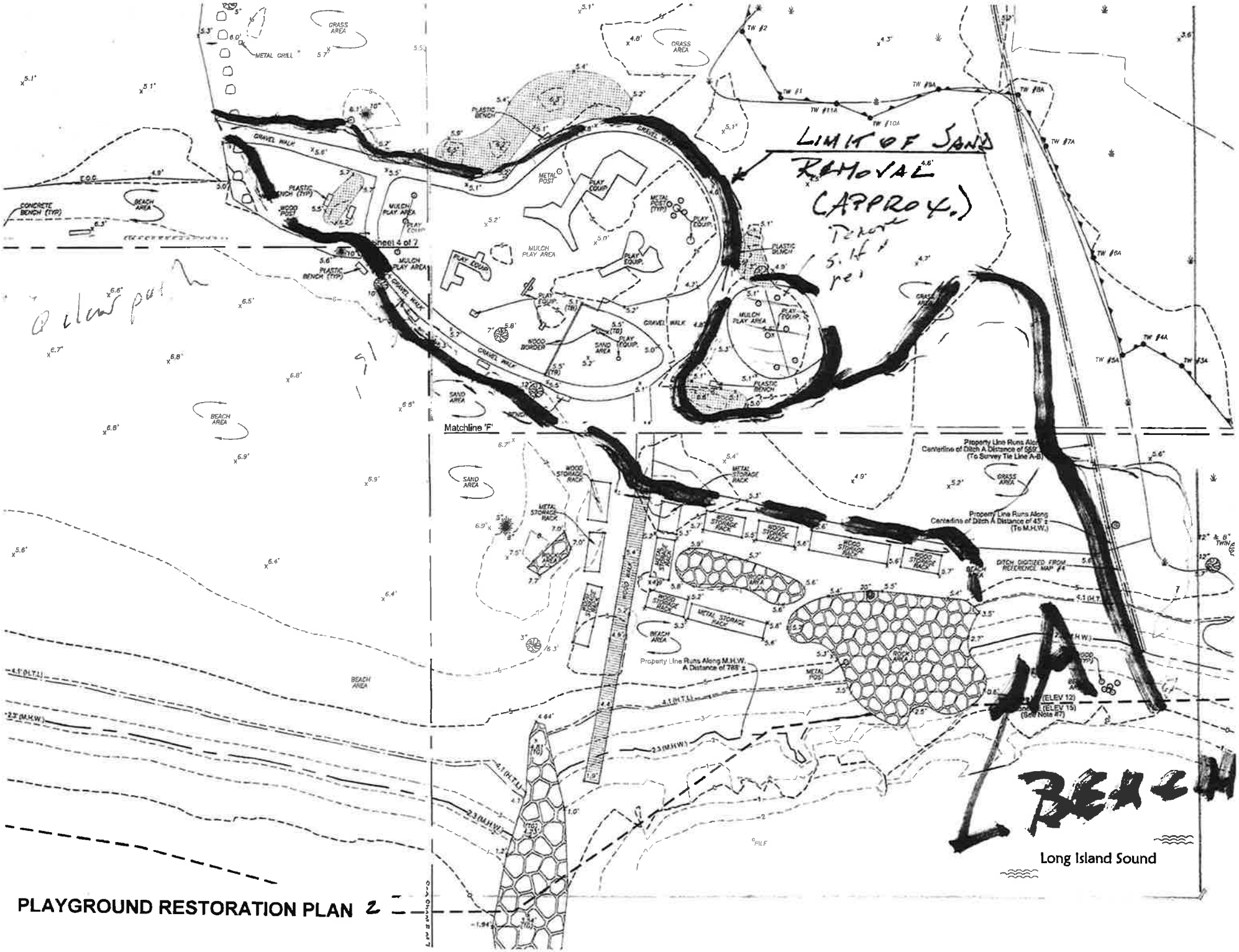
All work to performed within 21 days of receipt of Notice to Proceed.

See attached Plans (2 pages).



FOR NOTES, REFERENCE MAPS & SUBJECT PARCEL INFORMATION SEE SHEET 2 OF 7 (OVERVIEW)

PLAYGROUND RESTORATION PLAN 1



PLAYGROUND RESTORATION PLAN 2

4.

FORM CONTRACT

To be provided

5.

NON-COLLUSIVE AFFIDAVIT OF BIDDERS

[1 page]

Bid #34-1213 Tropical Storm Sandy Jacobs Beach Erosion Restoration and Related Work

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 and 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.

3. no Selectman or other officer or employee or person whose salary is payable in whole or in part from the Town of Guilford, nor any immediate family member thereof, is directly or indirectly interested in the Bid/Proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any profits thereof.

4. he/she has read the Guilford Code of Ethics, set forth in Chapter 31 of the Code of the Town of Guilford, which is available on the Town website and agrees to abide by the Ethics Code.

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

Subscribed and sworn to me _____
this _____ day of _____, 20_____.

Legal Name of Bidder: _____

Business Name: _____
Business Address: _____
_____

_____
Signature and Title of Person

_____ My Commission Expires_____
Notary Public Date

6.
AFFIRMATIVE ACTION STATEMENT
- 1 page of 4 pages -

REQUIREMENT: Any vendor or bidder seeking to do business with the Town of Guilford must upon request supply the Town 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 Guilford.

Note: All vendor/bidders with more than ten (10) employees shall be required to complete the Affirmative Action/Equal Opportunity Employment Requirements Statement on an annual basis, except as note below:

1. *All vendors or bidders with less than ten (10) employees are exempt from this requirement;* [This form must be filled out and signed by all bidders, entering N/A where applicable]

2. All vendors/bidders that have completed this form within the last year;

If either of the above applies, please indicate the:

a. number of employees
b. completed this form within one year
[ ]Yes [ ]No

Date completed: _____

FOR 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 Xeroxed copy of the initial form included with your bid. If significant changes have taken place in the past year, please update the changes on this form.

COMPANY ADDRESS: _____

_____

_____

BUSINESS: _____

_____

Type of Organization:
(please check) [ ] Corporation [ ] Partnership [ ] Individual

If vendor/bidder filing this application is not the above named company, please provide the name, address, telephone and fax numbers of the reporting unit, branch agent, and representative.

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 a 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 agency or other group providing minority and female placement service, which you have contacted in the last twelve (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:

_____

_____

_____

AFFIRMATIVE ACTION:

6. Does your company maintain a written Affirmative Action Plan for the employment of females and minorities?

[ ]Yes [ ]No

(If yes, attach a 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 (12) months and indicate the numerical or percentage goals you have set for 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 Guilford. 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 _____, County of _____, Connecticut,

This _____ day of _____, 2013.

_____
Notary Public

My commission expires: _____
Date

7. PROPOSAL FORM

Bid # 34-1213
Storm Sandy- Beach Erosion Restoration

Board of Selectmen

Attn. Purchasing
Town of Guilford
31 Park Street
Guilford, CT 06437

PROPOSALS DUE:
February 8, 2013
11:30 AM

BIDDER/RESPONDENT

Company Name: _____

Address: _____

_____

Telephone: _____ Fax: _____

e-mail: _____

Contact Person: _____ Title: _____

To the Board of Selectmen:

We submit for your consideration our bid/proposal for Tropical Storm Sandy Jacob's Beach Erosion Restoration in accordance with the Bid package. We have read the Bid documents including the Town of Guilford's General Conditions and Instructions to Bidders, and the General bid specifications and are submitting our bid in full compliance with all terms and conditions except as noted below under "Exceptions." We have enclosed our original bid bond, cashier's or certified check in the amount of 10% of the base bid, made payable to the Town of Guilford. Upon notification of the award, we will provide the following within five (5) business days after receipt of such notice:

(i) the required Certificate of Insurance from the following company:

_____;

and

(ii) three original contracts, in a form provided by the Town, executed by authorized officer of awarded Bidder.

If applicable, the undersigned acknowledges receipt of the following addenda to the bid package listed by number and date as follow:

Number _____, Dated: _____
Number _____, Dated: _____
Number _____, Dated: _____
(If any additional addendums, list on separate paper)

We propose to provide the Town of Guilford with Tropical Storm Sandy Jacobs Beach Erosion Restoration and related work in accordance with bid specification.

BASE BID :$**_____(**$_____).
Write amount in words — Write dollar amount

All services shall be coordinated with Jim Portley, Town Engineer/Director of Public Works Department and Rick Maynard Park and Recreation Director.

The undersigned authorized representative hereby submits the above bid to the Town of Guilford.

Name of Contractor Entity: _____

By: _____

Print Name and Title: _____
Duly authorized

END OF Bid #34-1213

Tropical Storm Sandy Jacobs Beach Erosion Restoration and Related Work