MIDDLETOWN BOARD OF EDUCATION
BID #2020-01

Purchase of Two (2) Storage Sheds for Middletown High School

Bid Opening: 12:00 PM, March 11, 2020

QUESTIONS: CONTACT THE PURCHASING AGENT AT (860) 638-1426

Christopher Puorro
Purchasing Agent

Michael T. Conner, Ed.D.
Superintendent of Middletown Public Schools
The contract documents for the contract entitled:

BID #2020-01 PURCHASE OF TWO (2) STORAGE SHEDS FOR MIDDLETOWN HIGH SCHOOL:

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Hereinafter referred to as the Contract Documents
Invitation to Bid
Middletown Board of Education

Sealed proposals, addressed to the Purchasing Agent, Middletown Board of Education, Room 4, 311 Hunting Hill Ave., Middletown, Connecticut 06457 will be received until **Wednesday, March 11, 2020 by 12:00 pm** for the following:

**Bid #2020-01**
Purchase of Two (2) Storage Sheds for Middletown High School

The Middletown Board of Education is seeking to contract for the purchase of two (2) storage sheds to be delivered to Middletown High School, 200 LaRosa Lane, Middletown, CT 06457.

**Bid documents may be obtained** at the Office of the Purchasing Agent, 311 Hunting Hill Avenue, Middletown, Monday through Friday, between the hours of 8:30 A.M. to 4:30 P.M. for a fee of $.50 per page. **It is preferred that they are downloaded free of charge** at [www.middletownschools.org/departments/business_office/official_bid_invitations](http://www.middletownschools.org/departments/business_office/official_bid_invitations)

Bids will be publicly opened and read aloud at our Middletown Youth Services Building, 372 Hunting Hill Ave, Middletown, CT 06457. All bids shall be submitted on the designated forms and in a sealed envelope using the Bid Return Label provided at the end of the bid packet and marked as designated in the Information for Bidders.

The Middletown Board of Education reserves the right to waive any defect in any proposal and reserves the right to reject any or all proposals or any part thereof. Bids, amendments to or withdrawals of proposals received after the time set for the receipt of proposals will not be considered.

All proposals are subject to and must comply with the equal opportunity and non-discriminatory provisions set forth in the Affirmative Action Plan of the Middletown Board of Education.

Date: **02/28/2020**
Middletown, Connecticut

Christopher Puorro
Purchasing Agent
INFORMATION FOR BIDDERS

1. **Date and Place for Opening Proposals** - Pursuant to the "Invitation to Bidders", sealed proposals for performing the work will be received by the Purchasing Agent, 311 Hunting Hill Avenue, Middletown, CT at the time and place set forth therein with the award to be made as soon as practicable thereafter. All bids received by the time set for receipt will be opened by the Purchasing Agent and read publicly at the exact time set for receipt irrespective of any irregularities therein. Bidders and or their representative and any interested public may be present.

2. **Printed Form for Proposals** - All proposals must be made upon the blank proposal form as attached hereto; should give unit and lump sum prices both in words and figures; must be signed and acknowledged by the bidder where indicated on the proposal form; in a sealed envelope using the Bid Return Label provided.

3. **Omissions and Discrepancies** - Should a bidder find discrepancies or omissions from the Documents or should he doubt their meaning, he should immediately notify the Purchasing Agent who may send written instructions to all bidders.

4. **Acceptance or Rejection of Proposals** - The Middletown BOE reserves the right to accept or reject any or all proposals. Without limiting the generality of the foregoing, any proposal which omits a bid on any one or more items on the price sheet may be rejected; any proposal in which unit prices are omitted or in which unit prices are obviously unbalanced may be rejected.

5. **Acceptance of Proposals and the Effect** - Within ninety (90) calendar days after the opening of the bids, the Middletown BOE will act upon them. The acceptance of a proposal will be either a notice of award, in writing, or an acceptance letter from the Purchasing Agent, and no other act shall constitute the acceptance of a proposal. The acceptance of a proposal shall bind the successful bidder to execute the contract within the time and manner as set forth within these contract documents making him responsible and liable for failure to execute as prescribed.

6. **Time for Executing Contract and Damages for Failure to Execute** - Any bidder whose proposal shall be accepted will be required to appear at the office, where directed to appear in notice of award, in person, or a duly authorized representative of a firm or corporation, to execute the contract within ten (10) days, including Saturdays and Sundays, of the date of mailing of a notice, stating that the award has been made to him or his firm. Failure or neglect to do so shall constitute a breach of contract for which the BOE may cancel the notice of award, award the bid to someone else, or rebid the entire project as well as sue for damages. Damages for such a breach of contract will include but not be limited to the loss of any awarding of work to him and other items whose accurate amount will be difficult or impossible to compute, and all other damages recoverable at law and in equity.

7. **Determination of Lowest Responsible Bidder/Award** - Except where the Owner exercises the right herein to reject any or all proposals, the contract will be awarded by the owner to the "Lowest Responsible Bidder", as determined under the factors to be considered under section 78-8, as amended, of the Middletown Code of Ordinances. It is the intent of the BOE to award one (1) vendor in the aggregate to the lowest responsible bidder complying with these specifications, submitting the lowest total cost to complete the work as specified, providing that there are sufficient funds available to award this contract. The lowest responsible bid shall be determined based upon the sum of the base bid and bid alternates selected, if any. Additionally, in determining whether a bidder qualifies as the lowest responsible bidder, the BOE shall also review other subjective factors, such as the bidder’s skill, ability and integrity to perform the work as specified, the bidders professional references (if required), the bidders reputation, information discovered during the interview process (if applicable) and whether the BOE in its sole discretion determines that awarding the bid to the bidder will be in the best interests of the BOE. The BOE shall award the contract to the lowest responsible bidder using the guidelines set forth herein, or shall reject all bids.

8. **Prices** - In the event of discrepancy between the unit
prices or lump sum prices quoted in the proposal in words and those in figures, the written prices shall control. The prices are to include furnishing all material, equipment, labor, and incidentals necessary to comply with the BOE’s requirements.

9. **Interpretations and Addenda** - No oral interpretations shall be made to any bidder as to the meaning of any of the Contract Documents or to be effective to modify any of the provisions of the Contract Documents.

Every request for an interpretation shall be made in writing, addressed and forwarded to the Purchasing Agent, 311 Hunting Hill Avenue, Middletown, Connecticut, 06457. Questions may be sent via facsimile to (860) 638-1425 or emailed at puorroc@mpsct.org

To receive consideration, such questions shall be submitted in writing. **Deadline for submission of questions is Wednesday, March 4, 2020 by 12:00 pm (EST).** If the question involves the equality or use of products or methods, it must be accompanied by drawings, specifications or other data in sufficient detail to enable the Purchasing Agent to determine the equality or suitability of the product or method. In general, the Purchasing Agent will neither approve nor disapprove particular products prior to the opening of the bids; such products will be considered when offered by the bidder for incorporation into the work.

The Purchasing Agent will arrange as Addenda, which shall become a part of the contract, all questions received as above provided and the decision regarding each. The Purchasing Agent will post said addenda to the BOE website [www.middletownschools.org/departments/business_office/official_bid_invitations](http://www.middletownschools.org/departments/business_office/official_bid_invitations) Non-receipt of said Addenda shall not excuse compliance with said addenda. It is the bidder’s responsibility to determine whether any addenda have been issued and if so whether he/she has received a copy of each. Nothing in this section shall prohibit the Purchasing Agent from posting Addenda to extend the deadline for the receipt of bids at any time and for any reason.

It is the responsibility of each bidder to visit our website [www.middletownschools.org/departments/business_office/official_bid_invitations](http://www.middletownschools.org/departments/business_office/official_bid_invitations) to view additional information and/or acknowledge any addenda’s issued prior to submitting a bid.

No alleged "verbal interpretation" shall be held valid. Any addenda issued during the bidding period shall supersede previous information.

No alleged "verbal interpretation" shall be held valid. Any addenda issued during the bidding period shall supersede previous information.

10. **Termination of Agreement** - If bidder fails to fulfill its obligations under this Agreement violates any of the covenants, agreements, or stipulations of this Agreement, or if the BOE deems that the bidder’s conduct could have a negative effect on the reputation of the BOE, the BOE shall have the right, in its sole discretion, to terminate this Agreement immediately. Additionally, the BOE reserves the right, if it determines it to be in the best interests of the BOE to do so, to terminate this Agreement at the end of any full month. If the BOE exercises this right, it shall terminate this Agreement by giving ten (10) days advance written notice to the bidder of such termination in the month in which the termination is to take effect, and in such event, the contract shall terminate at the end of that month. The bidder shall be compensated for only those services actually rendered prior to the date of termination.

11. **Insurance** - The selected bidder shall be required to provide a Certificate of Insurance as specified in the attachment entitled "Insurance Requirements". The bidder shall be required to provide evidence of such insurance coverage to the Purchasing Agent within ten (10) days from receipt of the Notice of Award. Evidence of such insurance coverage and BOE approval shall be required prior to the execution of the contract document.

12. **Indemnification** - The successful bidder agrees to indemnify and hold harmless the Owner, its officers, agents, servants and employees against any and all liability, judgments, cost, expenses and other loss, and against all claims or actions including but not limited to those based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the negligence of the Successful Bidder, its officers, agents, servants and employees
in the performance or lack of performance of the services under this contract.

13. **Delivery and Payment Terms** - The units to be purchased shall be delivered Free on Board, (hereinafter referred to as FOB), to Middletown High School, 200 LaRosa Lane, Middletown, CT 06457; and shall be delivered within 8 weeks from receipt of order which will serve as authorization for delivery.

Payment discounts for early payment are preferred. Payment terms shall be Net 30 days. The bidder shall submit an itemized invoice to the Director of Facilities upon delivery. The Director shall then approve the invoice and forward same to the Business Office for payment. Payment shall then be made to the bidder no sooner than ten (10) consecutive calendar days from the date that the invoice is received by the Business Office as approved by the Director of Facilities.

14. **Warranty/Guarantee** - The bidder awarded the contract to furnish the units shall be required to guarantee the units to be free of defects in materials and workmanship for the period of one year after delivery. Said warranty shall provide for any replaced parts/materials and labor required during the warranty period with no additional expense required of the City.

15. **Excise and Sales Tax** - Services provided to the Middletown BOE are exempt from the payment of Federal Excise and Connecticut Sales taxes. Bidders are advised that the services required pursuant to this contract are exempt, pursuant to Section 12-426-18 of the Regulations of Connecticut State Agencies.

16. **Conditional/Qualified Bids** - A conditional or qualified bid will not be accepted.

17. **Corrections to Bids** - Corrections, erasures or other changes in the bid proposal must be explained or noted over the signature of the bidder.

18. **Alternate Bids** - Alternate bids will not be considered unless specifically called for in these specifications. An alternate proposal is defined as one which is submitted in addition to the bidder’s primary response to the specified bid proposal. Multiple bid(s) shall not be considered for any item unless specifically requested in the proposal. A multiple bid is defined as more than one response to the same bid by the same bidder whether on a separate bid form or attached to the initial bid response.

19. **Equivalent or Equal Unit / Substitutions** - Unless limited by the term "no substitute" the use of the name of a manufacturer of any particular make, model or brand in describing an item, does not restrict bidders to that manufacturer or specific article, this means being used simply to indicate the character or quality of the article so described, but the article offered must be of such character and quality and include any applicable options, accessories, etc. that it will serve the purpose for which it is to be used equally as well as that specified, and shall be deemed by the BOE to be so warranted by the bidder. Bids on comparable items must clearly state the exact article being offered including any and all applicable options, accessories, etc., and bidder shall furnish such other information concerning the article being offered as will be helpful in evaluating its acceptability for the purpose intended. If the bidder does not indicate that the article he offers is other than as specified, it will be understood that the bidder is offering the article exactly as specified.

20. **Bid Tabulation** - A bid tabulation will be furnished to any bidder upon receipt of a stamped self-addressed envelope which may be submitted with the bid or submitted under separate cover or may be downloaded directly from the BOE’s web site

   www.middletownschools.org/departments/business_office/official_bid_invitations
21. **Facsimile Bids** - Facsimile bids will not be accepted by the Middletown BOE under any circumstance.

22. **Assignment of Antitrust Claims** - The contractor or subcontractor offers and agrees to assign to the Middletown BOE all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. §15, as amended, or under Chapter 624 of the General Statutes of Connecticut, as amended, arising out of the purchase of services, property, commodities or intangibles of any kind pursuant to a purchase contract or subcontract made by the Middletown BOE. This assignment shall be made and become effective at the time the Middletown BOE awards or accepts such contract, without further acknowledgment by the parties. (5-14-93)

23. **Right of Cancellation** - The Middletown BOE shall reserve the right to cancel this request for bid, without penalty, at any time prior to the date established for the receipt of bids. If the BOE exercises this right, all bidders shall be notified by written addendum to this contract.
SECTION 78-8-M  BID PREFERENCE FOR LOCAL VENDORS.

1. Definitions: as used in this section, the following terms shall have the meanings indicated:

   CITY-BASED BUSINESS- A business with a principal place of business located within the City of Middletown. A business shall not be considered a city-based business unless evidence satisfactory to the Purchasing Agent has been submitted with each bid submitted by said business to establish that said business has a bona fide principal place of business in Middletown. Such evidence may include evidence of ownership of or a long-term lease of the real estate from which the principal place of business is operated, or payment of property taxes on the personal property of the business to be used in performance of the bid.

   PROJECT- All bids, and all quotes solicited for purchases exempted from bidding pursuant to § 78-8, as amended, except requests for proposal and contracts for professional services pursuant to § 78-10, as amended.

2. On any project the lowest responsible bidder shall be determined in the following order:

   a. City-based bidders.

      (1) On projects the cost of which are one million dollars total contract price or less, any City-based bidder which has submitted a bid not more than 10% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than 10% higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

      (2) On projects the cost of which are over $5,000,000 total contract price, and city-based bidder which has submitted a bid not more than 3% higher than the low bid, provided such city-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one city-based bidder has submitted bids not more than 3% higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one of such city-based bidders which submitted the lowest bid.

   b. The low bidder. (2/8/78, 12/2/02)

CHAPTER 26, CONTRACTS

ARTICLE I--EQUAL OPPORTUNITY IN EMPLOYMENT.

26-1 Contract Provisions Required

Every contract made by or on behalf of the Middletown BOE for the construction, lease, alteration or repair of any public building or public work, or for the purchase, manufacture, sale or distribution of materials, equipment or supplies shall contain provisions providing for equal opportunity in employment.

26-2 Enforcement Officer

The Director of Equal Opportunity and Diversity Management, who is the City of Middletown Affirmative Action Officer, shall have the authority to enforce this ordinance.
26-3 Provisions to be Included

A. Every contract for the construction, alteration or repair of any public building or public work shall contain the following provisions approved by the Office of Equal Opportunity and Diversity Management Director:

The contractor agrees and warrants that in the performance of this contract he or she will not discriminate or permit discrimination against any person or group of persons on the grounds of age, ancestry, color, genetic information, learning disability, marital status, past or present history of mental disability, intellectual disability, national origin, physical disability, including, but not limited to blindness, race, religious creed, sex, including pregnancy, transgender status, gender identity or expression, sexual orientation, workplace hazards to reproduction systems, political belief, military or veteran status, or criminal record in accordance with §46a-60(a)(1), 46a-80(b), or 46a-81(b) of the Connecticut General Statutes. Unless provisions are controlling or there is a bona fide occupational qualification excluding persons in one of the above protected groups, in any manner is prohibited by the laws of the United States or of the State of Connecticut and the Middletown BOE. In addition, the Connecticut Fair Employment Practices Act, Connecticut General Statutes §46a-51 et seq., (CFEPA), not only prohibits discrimination based on actual physical disability, but also applies to discrimination based on perceived physical disability. The contractor also agrees to provide the Affirmative Action Officer of the Middletown BOE with such information that may be requested concerning the employment practices and procedures of the contractor as related to the provisions of this section.

26.4 Notices to be posted on project site.

The contractor shall hereinafter post on the project site, in conspicuous places available for employees and applicants for employment, notices setting forth its non-discrimination requirements.

26.5 Subcontractors and Suppliers

In all pre-contractual contracts between contractor and any subcontractor or supplier either for work to be performed under a subcontract of for the procurement of materials, equipment or services, each subcontractor or supplier shall be notified in writing by the contractor of the contractor's obligations under this contract relative to non-discrimination and each subcontractor or supplier, by his contracting agent, shall agree to and be bound by the terms of this Contract.

26.6 Effect on other laws

Nothing contained herein is intended to relieve any contractor from compliance with all applicable federal, state and municipal legislation or provision concerning equal employment opportunity, affirmative action, non-discrimination and related subjects during the term of its contract on this project.

(4/7/80; 3/8/93, 11/1/02, 2/3/03, 6/3/13, 2/4/16)

ARTICLE III ADEQUATE DELIVERY OF SERVICE

26-11 Provisions to be incorporated

All service contracts entered into for the benefit of the citizens of Middletown between the Middletown BOE and contractors shall incorporate the following provisions:

A. A description of the services provided under the contract.

B. The name, address, and proof of agreement between a second agency which could step in at a moment’s notice should the contracting agency not be able to fulfill its designated service.

C. The contracted agency will be held responsible both financially and administratively with respect to the provision of backup services in the event the agency could not fulfill its contract obligations for Middletown citizens in accordance with the contract with the BOE.

D. A twenty-day advance notification period is required of each agency to inform the BOE of an expected interruption of services per its contracts. (11/1/02)
AFFIDAVIT OF LOCAL VENDOR

I, ________________________________ being duly sworn,

Vendor name

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

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

(Check the one which applies.)

_____ 1. Copy of canceled check for payment of personal property taxes on the business to be utilized in 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

STATE OF CONNECTICUT:

ss. Middletown, CT

COUNTY OF MIDDLESEX:

Personally appeared, ________________________________,

Vendor name

owner of ________________________________, signer and sealer

Business name

of the foregoing instrument and acknowledged the truth of the foregoing, before me.

Notary Public:_____________________

My Commission Expires:____________
**Bid# 2020-01**  
**Purchase of Two (2) Storage Sheds for Middletown High School**  
**Middletown Board of Education**

**Purpose:**  
Storage of off-road all terrain style vehicles, lumber, lighting fixtures and other items at Middletown High School, 200 LaRosa Lane, Middletown, CT 06457.

**Description**  
Fabricate, deliver and place two pre-fabricated storage sheds, each with identical components and construction, but with roll-up and personnel door located on opposite sides (opposite hand) as per plan.  
19’ wide by 25’ long (exterior dimensions) wood framed (traditional 2x4 construction) with 10’ wide by 8’ opening for garage door and opening for 3068 pre-hung, flush steal door in wood frame. Door prepped for deadbolt. Dead bolt by others. Interior floor to ceiling of 8’-0 minimum.

**Framing and sheathing**

*Walls:*  
2x4 wood studs 16’ o.c. with double pressure treated sole/bottom plates, exterior surface sheathed with ½” (nominal) oriented strand board.  
*Roof:* Trussed shed style roof, with high dimension alongside of shed that will abut school. Maximum height of structure (grade to highest point on of roof) is 14’-10”.

*Floor:* 2x6 construction 16” o.c. with ¾” plywood floor and ramp to grade at a roll up door.

**Roofing – design basis**

Minimum 3 in 12 pitch, minimum ½” plywood sheathing over truss framing, with applied ice & water barrier, rated for 50-pound snow load minimum / 100 MPH wind load, with 6” minimum gable overhang. Standard 3-tab shingles.

*Exterior siding:* Standard duty, double 4”, embossed vinyl siding.

**Garage door**

Face mounted, white steel door, 10’wide by 8’ high, non-insulated prefinished, galvanized, steal garage door equal to American M201 10x8 for hoist style openers.

**Garage door operator**

Wall Mounted Electric Hoist Operator: Medium-duty assembly equal to Lift-Master MH, UL listed and with electric motor and factory-prewired motor controls, emergency floor-level manual chain hoist mechanism with electrical interlock, electric solenoid-actuated brake, 3-button open/close/stop control station, conduit-encased wiring from control circuit to motor, and accessories required for proper operation;

**Electrical:** By Others

**Delivery**

Deliver and place units on the pavement adjoining the north west corner of the High School, 200 LaRosa Lane.
Bid# 2020-01  
Purchase of Two (2) Storage Sheds for Middletown High School  
Middletown Board of Education

BID PROPOSAL PAGES

Issue Date: 02/28/2020  Reply Date: Wednesday, March 11, 2020 AT 12:00 P.M.

To: Purchasing Agent  
Middletown Board of Education  
Room 4, Office of the Purchasing Agent  
Middletown, CT  06457

We, the undersigned have examined and have carefully read the Information for Bidders and Specifications herein referred to and propose and agrees to contract with the Middletown Board of Education, Middletown, Connecticut, in the form of a Contract to provide the equipment as specified in the specifications in the manner prescribed and according to the requirements as therein set forth and will take in full payment therefore the sum of:

THE BID MUST BE SIGNED BY THE BIDDER TO BE ACCEPTED

__________________________________________________________
COMPANY NAME  ____________________________________________________________________________  SIGNATURE AND TITLE

SUBMITTALS

BIDDER CHECK LIST: BIDDER PLEASE NOTE THAT THE FOLLOWING FORMS MUST BE SUBMITTED WITH THE BID PROPOSAL: (PLEASE CHECK AND ATTACH)

- BID PROPOSAL PAGES: 12-14 ______
- NON COLLUSIVE BID STATEMENT- PAGE 15 ______
- LOCAL BIDDER AFFIDAVIT (IF APPLICABLE)- PAGE 10 ______
- BID RETURN LABEL – PAGE 17 ______
### SCHEDULE OF PRICES

<table>
<thead>
<tr>
<th>QTY</th>
<th>ITEM DESCRIPTION WORDS AND FIGURES</th>
<th>UNIT COST</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Furnish and deliver two (2) new:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Storage Sheds for Middletown High School</td>
<td></td>
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<tr>
<td>2</td>
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<tr>
<th>Written Figures</th>
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<tbody>
<tr>
<td>($__________)</td>
<td>($______)</td>
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**TOTAL COST FOR ITEMS, INCLUSIVE OF DELIVERY, TRANSPORTATION AND WARRANTY COSTS:**

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<tr>
<th>Written Figures</th>
</tr>
</thead>
<tbody>
<tr>
<td>($______)</td>
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</tbody>
</table>

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We acknowledge receipt of the following addendum:

- Addendum # 1 Date __________
- Addendum # 2 Date __________

PLEASE NOTE: All of the information below is REQUIRED. Please do not leave any information blank.

Date:

____________________________    ____________________________
**Corporation Name** (if applicable)    **Company Name**

Mailing Address:  
____________________________
Address
____________________________
Address
____________________________
City, State and Zip

Payment Address (If different from mailing addr.):

____________________________
Address
____________________________
Address
____________________________
City, State and Zip

**FEIN NUMBER:** _______ -- __________________________
Type of Organization:  
(Please Check One)  
____ Individual / Sole Proprietor  
____ Limited Liability Company / Partnership  
____ Corporation  

Contact Information:  

Contact Name: ______________________________ Title:__________________________________  

Additional Contact: __________________________  Title:__________________________________  

Phone Number: _____________________________   Fax:__________________________________  

Email Address: _____________________________________________________________________  

Website: ___________________________________________________________________________  

SIGN HERE: I hereby certify that the above information is correct.  
__________________________________________   ________________________________   ____________  
Print or Type Name & Title                                       Signature                                         Date  

WITH EACH PROPOSAL, THE BIDDER SHALL SUBMIT A SIGNED NON-COLLUSIVE STATEMENT ON THE FORM ENCLOSED HERE-IN.
CITY OF MIDDLETOWN CONNECTICUT

NON-COLLUSIVE BID STATEMENT

All bidders are required to sign a Non-Collusive Statement with all public bids as follows:

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 bidder of materials, supplies, equipment, or services described in the Invitation to Bid, designed to limit independent bidding or competition; and

2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any person prior to the official opening of the bid.

Date__________________________

_______________________________
Signed

_______________________________
Company

_______________________________
Address

_______________________________
Telephone Number
APPENDIX B - INSURANCE REQUIREMENTS (Standard)

Bid# 2020-01
Purchase of Two (2) Storage Sheds for Middletown High School

Middletown Board of Education
Agreement by and between
(vendor name)
and the Middletown Board of Education

Vendor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name the City of Middletown and the Middletown Board of Education as Additional Insureds on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation.

Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best’s Rating of “A-“VIII. In addition, all Carriers are subject to approval by the City of Middletown. (Minimum Limits)

<table>
<thead>
<tr>
<th>Type</th>
<th>Limit</th>
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<tbody>
<tr>
<td>General Liability</td>
<td></td>
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<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
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<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products/Completed Operations Aggregate</td>
<td>$2,000,000</td>
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<tr>
<td>Auto Liability</td>
<td></td>
</tr>
<tr>
<td>Combined Single Limit</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Each Accident</td>
<td></td>
</tr>
</tbody>
</table>

If any policy is written on a “Claims Made” basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

<table>
<thead>
<tr>
<th>Type</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>WC Statutory Limits</td>
<td></td>
</tr>
<tr>
<td>Workers’ Compensation</td>
<td>EL Each Accident</td>
</tr>
<tr>
<td>And Employers’ Liability</td>
<td>EL Disease Each Employee</td>
</tr>
<tr>
<td></td>
<td>EL Disease Policy Limit</td>
</tr>
</tbody>
</table>

Original, completed Certificates of Insurance must be presented to the Middletown Board of Education prior to contract issuance. Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the Middletown Board of Education.

The Vendor shall require any subcontractors and/or independent contractors hired by the Vendor to carry appropriate insurance for the scope of their work. Vendor shall obtain Certificates of Insurance from any subcontractors and/or independent contractors before they are permitted to work.
Always use Mailing Label below on all packages when submitting bids to the BOE, Purchasing Office for clear identification of your bid response.

**Official Bid Documents Enclosed:**

Bid # 2020-01- Purchase of Two (2) Storage Sheds for Middletown High School

Return Date: 07/30/19 by 11:00 am

Middletown Board of Education
Room 4- Office of the Purchasing Agent
311 Hunting Hill Avenue
Middletown, CT 06457

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