



TOWN OF FAIRFIELD, CT  
PURCHASING POLICY  
&  
PROCEDURE MANUAL

UPDATED DRAFT – OCTOBER 2023

# Town of Fairfield Purchasing Policy

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# Town of Fairfield Purchasing Policy

## **SECTION ONE PURCHASING DEPARTMENT POLICIES AND PROCEDURES**

### **1.0 PURCHASING DEPARTMENT - OVERVIEW**

#### **1.1 Purchasing Department Guidelines, Policies, Responsibilities**

The Town of Fairfield (Town) Purchasing Department's mission is to obtain the best value proposition— quality, cost, and delivery – for all products and services purchased for the Town. We strive to offer excellent service to Town departments and the Fairfield Public Schools (FPS) to reduce costs and administrative tasks, to utilize an ever-expanding e-commerce environment and to provide the Town with reliable, accurate and timely information. All business is conducted in keeping with the Ethics code adopted by the Representative Town Meeting of the Town of Fairfield, October 2004, and with Article XI – Standards of Conduct in the Town of Fairfield Code.

The purpose of this Purchasing Procedure Manual is to provide all Town and Fairfield Public School departments with systematic, comprehensive guidelines of policies, procedures and practices necessary for procuring supplies, materials, equipment, or services required for departmental operations.

#### **1.2 Goals and Objectives**

The fundamental objective of the purchasing function is to procure supplies, materials, equipment, or services required for Town and FPS operations in the right quality and quantity, on a timely basis, as efficiently as possible, and at the lowest cost. In pursuit of this objective, we seek to establish practical and efficient purchasing procedures to obtain:

- a. Confidence that the Town and FPS will seek the best value for taxpayer dollars
- b. Financial and operational transparency
- c. Maintenance of a purchasing process of quality and integrity
- d. Clear guidance for Town staff and vendors
- e. Operational efficiency
- f. Proper commitment and expenditure of Town funds
- g. Compliance with Federal State and local regulations and legal requirements
- h. Consistent application of purchasing procedures for all purchases and vendors: and,
- i. Public confidence in the procedures followed by the PURCHASING AUTHORITY

#### **1.3 Purchasing Code of Ethics**

- The Town of Fairfield is committed to the highest ethical standards. Therefore, it is considered a breach of the public trust to subvert the purchasing process by directing purchases to certain favored vendors (when not bound to specialty consultants or sole source vendors), or to tamper with the competitive bidding process.
- Written consent must be received from the supplier for any original or proprietary ideas and designs before using them within the competitive bidding process[CD3].

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- Employees must conduct business with current and potential suppliers in an atmosphere of good faith, devoid of intentional misrepresentation in order to foster fair, ethical and legal trade practices.
- Any Town official engaged in the purchasing process shall abide by the Town's Code of Ethics. [DCNO4]

## 1.4 Conflict of Interest

- The Town requires that public officers, members of commissions, boards and/or agencies and employees be independent, impartial, and responsible to the taxpayers [DCNO5]; that government decisions and policies be made in the proper channels of the governmental structure; that public office be not used for personal gain; and that the public have confidence in the integrity of Town government.
- In accordance with the applicable provisions of the Town's Charter and Town Code, all officers and employees of the Town shall follow all ethical standards of conduct in all of their acts or actions. No officers or employees acts or actions shall be incompatible with the best interest of the Town. Further, all officers and employees of the Town shall disclose in writing to the Purchasing Director, First Selectperson and Town Attorney such officers and employees private financial or other interests in matters affecting the Town before making such acts or actions.
- Public officers and ALL members of boards (including the RTM), commissions and agencies and ALL Town employees are agents of public purpose and hold office or employment for the benefit of the public and therefore are bound to observe in their official acts and/or duties of their office or employment, regardless of personal considerations, recognizing that the public interest of the Town of Fairfield must be their primary concern.
- No officer, Town employee or member of any elective or appointive board, commission or committee of the Town (including the RTM), whether temporary or permanent, should engage in any business or transaction that is incompatible with the proper discharge of his/her official duties or accept any gift, meals (including the cost of any beverage) of more than \$75.00 or kickback in any dollar amount from any person, firm, corporation or vendor which has any business dealings with the Town, or which is trying procure business with the Town. Further, no officer, Town employee or member of any elective or appointive board, commission or committee of the Town (including the RTM) can cumulatively in any municipal year of any elective or appointive board, commission or committee of the Town (including the RTM) accept any gift, meals (including the cost of any beverage) of more than \$200.00 from any person, firm, or corporation or vendor which has any business dealings with the Town , or which is trying procure business with the Town. Such action may result in the disciplinary action for the officer, Town employee or member of any elective or appointive board, commission or committee of the Town (including the RTM) and the person, firm, or corporation or vendor which has any business dealings with the Town, or which is trying procure business with the Town may be barred from further business with the Town.
- No officer, Town employee or member of any elective or appointive board, commission or committee of the Town (including the RTM), shall receive any financial remuneration

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of any kind or have or acquire any **financial interest** in anything gained from a successful bid, direct or indirect, in any project, matter, contract or business or affiliated entity within his/her jurisdiction or the jurisdiction of the board, commission, or committee of which he/she is a member. Any appointed member of a board, commission or committee<sup>[JW6]</sup> may have an interest in a company which may bid on Town business, so long as such member recuse themselves from all votes and/or discussion pertaining thereto. Nor shall the officer, Town employee, or member of any elective or appointive board, commission or committee of the Town (including the RTM), have any financial interest, direct or indirect, in any contract or proposed contract for materials or services to be furnished or used in connection with any project, matter or other item which comes under his/her jurisdiction or the jurisdiction of the officer, Town employee or the elective or appointive board, commission, committee of the Town of which he/she is a member.

- Upon discovery of an actual or potential conflict of interest, the officer, Town employee or member of any elective or appointive board, commission or committee of the Town, whether temporary or permanent, shall promptly notify the Purchasing Department of such conflict and shall withdraw from further participation in the transaction. The officer, Town employee or member of any elective or appointive board, commission or committee of the Town, whether temporary or permanent, may at the same time apply to the Ethics Commission for an advisory opinion as to what further participation, if any, they may have in the transaction. Further, the First Selectperson, or Board of Selectman by majority vote, may also at the same time apply to the Ethics Commission for an advisory opinion as to what further participation the affected officer, Town employee or member of any elective or appointive board, commission or committee of the Town, whether temporary or permanent, if any, they may have in the transaction.

No officer, Town employee or member of any elective or appointive board, commission or committee of the Town, whether temporary or permanent, lacking the authority to purchase, shall not represent that they can make commitments to purchase on behalf of the Town.

## 1.5 Related Town Policies

### A. Endorsement

It shall be the Town's policy not to officially endorse a supplier or its products to other potential customers of the supplier. Mere listing of the Town as a customer without promotional language is not an endorsement

### B. Samples

The Town or its representatives shall not accept samples on a "gratis" basis except when required for evaluation. When goods valued over \$100 are delivered for evaluation or field trial, an evaluation contract or purchase order at no charge must be issued to the supplier to document the matter.

### C. Procurement of Goods or Services for Personal Use

Under no circumstances shall any employee purchase materials, goods or services from a supplier for personal use by giving the impression that the sale is for the Town.

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## D. Compliance with Purchasing Policy

All Town and FPS employees who have the ability to approve and submit requisitions must review this document and attest to the fact that the document was reviewed by them and that they understand that by approving the requisitions they are certifying that said requisition complied with the Town's purchasing policy. [\(Include attestation form as an appendix\)](#)

### 1.6 Unauthorized Purchases

- An unauthorized purchase means those purchases that do not conform to either the requirements of the Town's Purchasing Policy or the provisions of the Town's Charter and Town Code. Such purchases include those made by individuals acting outside of their prescribed limits of authority, those purchases made without the required fiscal appropriations in place and those made by individuals when a Conflict of Interest exist.
- Except as provided herein, it shall be unlawful for any town official, department head, employee, board member, commission member, committee member (including the RTM) or officer to purchase any goods or services for Town or the FPS other than through the Town's PURCHASING AUTHORITY. Any goods or services purchased outside of the provisions included herein shall not be approved.
- The Town is not obligated to accept or pay for unauthorized procurements. Any Town official, department head, employee, board member, commission member, committee member (including the RTM) or officer who willfully or knowingly incurs, in the name of the Town, any debt or obligation which the Town may be compelled to pay without any appropriation having been made for the benefit, or who willfully or knowingly incurs any such debt or obligation in excess of any appropriation that may have been made, shall be personally liable for the payment of such debt or obligation, and the Town is authorized to recover any payments made for the unauthorized purchases from said individual.
- Questions as to whether a department head or staff has authority to make procurements should be referred to the PURCHASING AUTHORITY. All purchases properly authorized must be evidenced by an approved purchase order or other approval prior to the purchase.

### 1.7 Equal Opportunity

The Town of Fairfield is an equal opportunity employer and requires an affirmative action policy for all of its vendors as a condition of doing business with the Town<sup>[DCNO7]</sup>. All vendors must agree to this condition of doing business with the Town and should the Town choose to audit their compliance, the vendor agrees to cooperate fully.

### 1.8 Applicable Town Charter and Town Code Sections (Exhibit A)

**See Exhibit A for applicable Town Charter and Town Code Provisions**

### 1.9 Effective Date

- This Purchasing Policy and Procedure Manual shall be effective on **TBD**.
- The PURCHASING AUTHORITY shall conduct a detailed review and update of this policy at a minimum of every five (5) years.

## **Town of Fairfield Purchasing Policy**

- The Town, Purchasing Department and FPS shall report to the BOF one year after effective date, above, on the effectiveness of this policy.

# Town of Fairfield Purchasing Policy

## **SECTION TWO PURCHASING DEPARTMENT RESPONSIBILITIES**

### **2.0 Purchasing Department Responsibilities**

#### **A. Procurement Process Stages**

There are three (3) major stages in the procurement cycle:

1. Planning and Scheduling
2. Source Selection: and,
3. Contract Administration

#### **B. Vendor Relations**

It is to the Town's advantage to promote and maintain good relations with vendors. The Purchasing Department and Town department staff shall conduct their dealings with vendors in a professional manner and shall promote equal opportunity and demonstrate fairness, integrity and courtesy in all vendor relations.

#### **C. Distribution of Bid Opportunities**

Bid opportunities will be communicated/distributed in one or more of the following manners or any additional method determined by the PURCHASING AUTHORITY to be effective:

1. Newspaper ad
2. Posting on Town website
3. Posting on State of Connecticut Department of Administrative Services website; and,
4. Other bidding notification services

#### **D. Bid Submissions**

- Upon receipt, Bid/Proposal/Qualification (bids) submissions are manually dated, initialed by the receiving Purchasing Department employee, and entered onto the bid log **TENSE CONSISTENCY**<sub>[CD8]</sub>
- Bids will be stored, unopened, in a secure place until the time and date set for the opening.
- Bids shall be opened publicly.
- At least two (2) Town employees shall be a witness to all bid openings and shall sign the Town Bid Result Sheet (Exhibit E).
- If staffing levels permit, a member of the Town department, other than members of the Purchasing Department, shall also witness the bid/proposal opening and shall also sign the Town Bid Result Sheet (Exhibit E).
- The results are then tabulated in the Purchasing Department, and posted to the Town website.

#### **E. Record of Procurement Actions Taken with Regard to Exceptions to Public Bidding**

The **Purchasing Agent** <sub>[DCNO9]</sub> shall maintain a file of all contracts and purchase orders made under the exceptions noted in this section pertaining to emergency orders, extraordinary conditions, single source bid waiver, sole source, professional services, approved maintenance, repair, and operating purchases, and use of other publicly bid contract awards (State Contracts, Cooperative and Consortiums).

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## F. Contract Performance and Payment Bonds

- The Purchasing Department shall verify the authenticity [DCNO10] of the Performance Bond and/or Payment Bond by contacting the relevant surety company either by phone or email to verify the information provided on the bond.
- An internal Bid, Performance, Maintenance and Payment Bond Verification Form [DCNO11] (Exhibit G) is completed and filed with the bid documents.

## G. Prevailing Wage Rate Procedures

- The Purchasing Department will be responsible for obtaining the prevailing wage rates (Federal or State) based upon the requirements of the funding source for the project.
- After receipt of the prevailing wage rates, the Town will advertise the Requests for Bid (RFB) within twenty (20) calendar days.
- The prevailing wages will be included in the bid documents as an exhibit.

## H. Rejection of Competitive Bids

- The reason for rejection must be documented in writing in the bid file. If the bid is rejected due to deviation(s) from specification(s), the deviation(s) must either be substantial or in some way so serious [DCNO12] as to alter the performance of the item bid, as determined by the Town.
- It will be the decision of the PURCHASING AUTHORITY as to whether or not the rejection will be granted as consistent with applicable laws & regulations.

## I. Approved Local Maintenance, Repair, and Operations (MRO) Vendor(s)

- The Purchasing department shall develop and maintain an approved local MRO vendor list for vendors within a twenty-five (25) [DCNO13] mile radius of the Town to be used for routine MRO activities under \$5,000 individually.
- Approved MRO vendors may be awarded in accordance with this policy pursuant to applicable state and federal regulations.
- The PURCHASING AUTHORITY may deny utilizing a vendor who is in default on payment of Town taxes, licenses or other monies due.

## J. On Call Bid List

Based upon the identified types, volume and use of goods and services by the Town, the Purchasing Department may issue Request for Bids (hereinafter "RFB"/Request for Proposals (hereinafter "RFP's")) to create an approved vendor "call list", subject to applicable state and federal regulations. A vendor may remain on the call list for up to three (3) years without renewal of the RFB/RFP. The call list may be utilized in accordance with this policy for the purpose of awarding contracts to vendors without additional bidding requirements. Examples of these types of services may include, but are not limited to:

1. Engineering and Architectural services;
2. Equipment rental;
3. Supplies (maintenance, custodial, education, other);
4. Snowplowing;

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5. Tree work;
6. Ground maintenance supplies;
7. Other professional or consulting services (legal, nurses, occupation therapy physical therapy, education consultants etc.); and,
8. Remediation Services

## K. Insurance Certificates

- If required by the bid documents the Purchasing Department and FPS will obtain and the Purchasing Department will maintain a file of insurance certificates for those contractors receiving an award as a result of the bid process. This file shall also be maintained and managed in the Town's financial management system. The Purchasing Department will review this list annually to ensure compliance with insurance requirements.
- The Purchasing Department will maintain a schedule for vendors, insurance policies and the expiration dates and will obtain updated insurance certificates for active projects as policy periods expire.

## L. New Vendors/Federal W-9 Forms

- New vendors will be added to the vendor file based upon vendor's completion of a new vendor form (Exhibit I [DCNO14]- to be created and added as an appendix, get example from Joe C.) and the Purchasing Department's approval of the same.
- Approved vendors shall provide a fully completed W-9 upon receipt of the new vendor form.
- W-9 forms will be scanned and attached to the vendor record.

## M. Sale of Surplus Property

- Per Section 4.5 of the Town Code, whenever any Town officer, board or commission (including the RTM) determines that any Town property under its jurisdiction is no longer useful for Town purposes it shall notify the PURCHASING AUTHORITY along with a description of said property.
- Unless the PURCHASING AUTHORITY can find another suitable use for said property within another Town department, the PURCHASING AUTHORITY shall have the right to dispose of said property through sale or other means, in its sole discretion, while returning the maximum value to the Town.

## N. Reporting to the Board of Finance

The Purchasing Department shall formally report to the Board of Finance as required by the Charter. Reporting shall be completed on a quarterly basis. The report shall include, at minimum, the following:

1. Emergency purchases made pursuant to Section 6.0 of this policy
2. Bid waivers by type, amount and vendor made pursuant to Section 6.0 of this policy. For purposes of this reporting requirement, bid waivers exclude contracts awarded under the MRO or On-Call Bid List sections of this policy; and,
3. Listing of all sole source awards over \$100,000 made pursuant to Section 6.0 of this policy.
4. Any exceptions to this policy approved by the PURCHASING AUTHORITY or any other Town or FPS official

## O. Procurement Process Responsibilities

# Town of Fairfield Purchasing Policy

## 1. Preparation of Bid/Proposal Specifications (Section 5.2)

- The Purchasing Department is responsible for reviewing, modifying and assisting in the preparation and approval of, bid/proposal specifications prior to public distribution. A cooperative effort between the Purchasing Department and the ordering department is required in developing the bid/proposal specifications. In the case of FPS, the Purchasing Director will work with the FPS Finance and Business Office and/or the Superintendent.
- The Purchasing Department shall monitor use of the bid/proposal specifications for commodities, services and construction.
- The Purchasing Department is authorized to issue regulations or policies as a means of setting standards for the preparation, maintenance and content of the bid/proposal specifications for commodities, services and construction items required by the Town.

## 2. Types of Competitive Bid (Section 5.3)

For purchases pursuant to State of Connecticut Contracts and Other Public Purchasing consortiums and cooperatives:

- Prior to the Town using a publicly bid contract for services [DCN015], the Purchasing Department shall review said contract and verify the vendor's quote/proposal is in compliance with the terms of said contract.
- Upon verification of contract documents, the Town may issue an award letter which shall state that the award is dependent upon the vendor's ability to fully comply with the Town's required insurance coverages.
- The award letter shall also state that, where the Town will be using a State of Connecticut or other contracting entity, the name of the contracting entity will be replaced with the word "Town" throughout the contract language for interpretation purposes relating to contract meaning.
- Additionally, the vendor shall be required to provide the Town an acknowledgment that the rights afforded to the State of Connecticut or other contracting entity pursuant to the contract award shall apply to the Town as a third-party beneficiary of this contract award.
- For purchased services, once the insurance coverage documentation has been received and determined to be complete, correct and current by the Purchasing Department and the department properly prepared the requisition as required below, the purchase order will be approved.

## 3. Exceptions to Public Bidding

Exceptions to Public Bidding requirements may be applicable in the circumstances set forth below. Definitions, PURCHASING AUTHORITY roles and responsibilities, and required approvals are set forth in Section 6.0.

- Emergency Purchases
- Single Source / Sole Source
- Utility Services
- Approved Local Maintenance, Repair and Operations (MRO) Vendors
- Professional Services DOES THIS CREATE A BLANKET EXEMPTION? [CD16]

## **Town of Fairfield Purchasing Policy**

- Special Education Program and Related Services, including tuition, transportation, corrective and other supportive services identified by the IEP team and legally mandated.

# Town of Fairfield Purchasing Policy

## **SECTION THREE TOWN DEPARTMENT RESPONSIBILITIES**

### **3.0 Town Department Responsibilities**

Town Departments and FPS are charged with the following responsibilities in the purchasing process:

- A. To anticipate requirements sufficiently in advance to allow adequate time to obtain goods in accordance with the best purchasing practices and the Town of Fairfield Purchasing Policy.
- B. To communicate and coordinate purchases within their own department and the Purchasing Department.
- C. To provide detailed, accurate specifications to ensure goods obtained are consistent with requirements and expectations.
- D. To prepare requisitions in accordance with instructions so as to minimize the processing effort.
- E. To inform the Purchasing Department of any vendor relations problems, shipping problems (i.e. damaged goods, inferior quality of goods, late delivery, incorrect items delivered, incorrect quantity delivered, etc.), , and any situations which could affect the purchasing function.
- F. To minimize urgent and sole source purchases and to provide written documentation when such purchases may be necessary.
- G. To assist the Purchasing Department with the review of all bids received for compliance with specifications and provide written documentation regarding their findings.
- H. To never “split” orders for the purpose of avoiding procurement requirements.
- I. To establish and update as necessary the ship-to address locations and the authorized approver paths for payment requisitions.
- J. To notify the Finance Department, or Fairfield Public Schools Chief Financial Officer, as necessary, of any additions or changes to the staff involved in the approval process. The Finance Department of the town will update the accounts as requested. At FPS, the approval workflow is specific to the user function role; maintained by the FPS Chief Financial Officer and the FPS Director of Information Technology. Any changes to user functions or workflow can only occur with the appropriate request to these individuals. Within the approver path, each required individual must review and approve a requisition or that requisition will not be converted into a purchase order.
- K. Vendor Performance Issues
  - If a vendor’s performance is unacceptable, it is the responsibility of the end-user department to inform the PURCHASING AUTHORITY. In the case of FPS, the school department must notify the FPS Chief Finance Officer, who will, in turn, notify the PURCHASING AUTHORITY.
  - The PURCHASING AUTHORITY shall assist the department in finding a solution. Such a solution may include the cancellation of the award, issuing a new solicitation, and/or declaring the vendor in default and pursuing a legal remedy.

## **Town of Fairfield Purchasing Policy**

- A vendor who is declared to be in default may be designated a non-responsive bidder who may be disqualified from consideration for future awards for the period determined by the PURCHASING AUTHORITY.

### **L. Procurement Process Responsibilities**

#### **1. Preparation of Bid/Proposal Specifications (Section 5.2) for the Town and FPS**

- The ordering department is responsible for preparing and formulating technical specifications as well as giving final review and approval of the bid/proposal prior to advertising the bid/proposal.
- The requirements of this section regarding the standards established for the specifications shall apply to all specifications prepared by Town and non-Town personnel and FPS and non-FPS personnel, including, but not limited to, those prepared by architects, engineers and designers.

#### **2. Exceptions to Public Bidding (Section 6.0)**

Exceptions to Public Bidding are set forth in Section 6.0.

#### **3. Bid Award (Section 7.4)**

- The procuring department head shall be responsible for ensuring adequate funds are available.

# Town of Fairfield Purchasing Policy

## **SECTION FOUR BID THRESHOLDS AND RELATED PROCEDURES**

### **4.0 Thresholds and Related Procedures**

#### **4.1 General Guidelines**

- The thresholds set forth in Section 4.2 apply to orders for like items or services that would ordinarily be purchased on a single purchase order. Purchases cannot be separated into multiple requisitions for the purpose of avoiding such thresholds. The PURCHASING AUTHORITY is responsible for monitoring requesting department requisitions to ensure purchases have not been separated into multiple requisitions to bypass thresholds set forth in this policy. If patterns are detected, it is the responsibility of the PURCHASING AUTHORITY to notify and work with the Finance department to audit whether or not a violation has occurred.
- Documentation for quotes required pursuant to Section 4.2 must be scanned and uploaded into the financial accounting software (MUNIS) as part of the requisition process before a purchase order can be approved. Failure to do so will cause the requisition to be rejected.
- The PURCHASING AUTHORITY may waive the requirement to obtain competitive quotes if the purchase meets the any criteria set forth in Section 6.0. Departments must document a summary of their attempted actions towards acquiring quotes and shall include this information in the “General Notes” section of the purchase requisition.
- The purchase of goods and services including material, equipment and supplies shall be in accordance with the provisions of Section 5.0, which sets forth the following competitive purchasing methods:
  - **Request for Bid (RFB)** process
  - **Request for Proposal (RFP)** process
  - **Request for Qualifications (RFQ),**
  - **Public Purchasing Consortia/Cooperative Purchasing**

#### **4.2 Thresholds for Purchases**

The thresholds for purchases of goods and services including material, equipment and supplies which individually (unit cost) or in the aggregate (unit cost X quantity) are as follows:

<b><u>Transaction Amounts</u></b>	<b><u>Required Procedures</u></b>	<b><u>Required Documentation</u></b>
\$1 to \$9,999.99	Shall be awarded at the discretion of the procuring Department Head, on the basis of best value, and in the best interests of the Town.	
\$10,000 to \$24,999.99	Shall be awarded based on results of 3 or more written quotations; may be solicited by the procuring Department or with assistance from Purchasing.	Request for Quotation Form (Exhibit B)

# Town of Fairfield Purchasing Policy

\$25,000+	Formal Public Bid/RFP Process	Bid/RFP Documents and corresponding proposals
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## **SECTION FIVE METHODS OF PUBLIC BIDDING**

### **5.0 Methods of Public Bidding**

#### **5.1 General Information**

- Bid requests for materials and services shall be prepared by the procuring department with sufficient lead time to allow for standard processing of the order and delivery of the materials or services.
- Procuring departments should work with the Purchasing Department as necessary, to determine the lead time necessary for the delivery of goods and services to be purchased. The FPS must work with their Finance Department to coordinate with the Town Purchasing Department. The Purchasing Department will act in good faith to ensure that the schedule aligns with the needs of individual departments.

#### **A. Addenda**

Addenda concerning important information and/or modifications to specifications will be posted on the Fairfield Purchasing Department website at [www.fairfieldct.org/purchasing](http://www.fairfieldct.org/purchasing).

- It is each Bidder's sole responsibility to monitor the above website for all updated information.
- Addenda will not be mailed, e-mailed or faxed out.
- Written requests for information will only be accepted during Request for Information (hereinafter "RFI") period listed on the bid document.
- Verbal requests for information via phone or other means will not be accepted.
- Failure to comply with these conditions will result in the bidder waiving the right to dispute bid specifications and conditions, no exceptions.

All addenda shall be included as an integral part of the bid document and should be reflected in the bid offer.

#### **B. Bid Submissions**

Bids must be received by the Purchasing Department by the time and date listed in the bid documents to be considered for award. Bids that are received by the Purchasing Department after the posted time and deadline are considered non-responsive and will be returned to the bidder unopened. The award of the RFB shall be made to the bidder that submits the lowest priced responsible bid or in accordance with other bid scoring criteria if applicable.

#### **C. Consolidated Procurements (Blanket Purchase Orders)**

- The Purchasing Department shall, wherever appropriate, consolidate the purchase of commodities or services required by the various departments on a recurring basis, in order to

# Town of Fairfield Purchasing Policy

obtain competitive sealed bids or other forms of solicitation to assure the best possible volume prices.

- Upon award, the Purchasing Department shall notify all departments of the blanket or consolidated procurement, which shall only be valid for the fiscal year in which it was issued.

## ***E. On Call Bid lists (to be used in conjunction with MRO vendors only)***

The Purchasing Department shall, wherever appropriate, based upon analysis of Town purchase activity, issue an RFB/RFP for commodities or services required by various departments that may be needed on an “on call” basis.

## ***F. State and Federal Funded Projects/Expenditures Bidding Requirements***

- Notwithstanding the requirements of this section, all procurements that are funded by federal or state grants, including the application for competitive grants, shall comply with the procurement and legal requirements of the federal or state laws or regulations.
- Federal Uniform Guidance requirements are detailed in: Reference website: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR45ddd4419ad436d?toc=1>
- State requirements are detailed in **Exhibit K.**

## **5.2 Preparation of Bid/Proposal Specifications**

### ***A. When properly developed, a specification should:***

- Be clear and concise;
- Promote overall economy for the purposes intended and encourage competition in satisfying the Town’s needs;
- Not be unduly restrictive;
- Ensure product or service will perform its designed function: and,
- Maximize the number of bids received from qualified bidders.

## **5.3 Types of Competitive Bid**

### **A. Request for Bids (RFB)**

RFB’s are developed when the desired commodity, services or project can be clearly specified.

The exception to the above shall be for the services of skilled tradesmen or mechanics, which the Town may require on an “as needed” basis, solicited via the RFB process. The PURCHASING AUTHORITY shall determine whether to issue a RFB or an RFP.

Components of an RFB include the following:

- a. Terms and conditions, (Exhibit L);
- b. Specifications for the commodity or project;
- c. Insurance coverage requirements, as applicable; and,
- d. Contract format for the commodity or project, as applicable;

# Town of Fairfield Purchasing Policy

Required supporting documentation may include but is not limited to: (Exhibit E)

- a. Cover page, completed and signed;
- b. Signed bid proposal Form;
- c. Schedule of values, if applicable;
- d. Addenda acknowledged, if applicable;
- e. Copies of any required licenses or certifications, as applicable;
- f. List of references;
- g. List of all sub-contractors; and,
- h. Bid bond (if required)

Negotiation of pricing does not generally occur with the RFB process.

## **B. Request for Proposal (RFP)**

RFPs are utilized for proposed services related to highly technical or service-oriented projects that cannot be clearly detailed. In these circumstances, the Town or FPS may solicit from proposers the methodology or solution to achieve a specific result. RFPs may be applicable for consulting, financial, program provisioning, training, technology or similar services.

With RFPs, price may not be the primary consideration in the award and therefore it is not required that the lowest priced proposal will be given the award. Factors that may be involved in determining which entity will receive an award include but are not limited to:

- The ability of the proposer to successfully deliver the stated outcome of the scope of the work.
- The ability to provide the specified service component is most important with pricing being of secondary or equivalent overall importance.
- With the RFP solicitation process, negotiation with the most qualified and responsive proposer may occur upon recommendation of award for contract.

The main components of an RFP include the following:

- a. The terms and conditions (See Exhibit L for an example);
- b. Description of the scope of work;
- c. Proposal submission requirements;
- d. Special conditions, service requirements, project deliverables;
- e. Insurance coverage requirements;
- f. Contract format, as applicable)

Required supporting documentation may include but is not limited to (Exhibit E)

- a. Cover page, completed and signed;
- b. Signed Fee Proposal Form;
- c. Schedule of Values, as applicable;
- d. Addenda acknowledged, as applicable;
- e. Copies of any required licenses or certifications, as applicable;
- f. List of References;

# Town of Fairfield Purchasing Policy

- g. List of all sub-contractors;
- h. Bid bond, as applicable;
- i. A copy of the firm's Financials;
- j. Identification of current or last Litigation; and,
- k. Certification of no conflict of interest

## **C. Request for Information (RFI)**

RFIs are utilized when a procuring department is interested in obtaining information or a solution to solve a specific problem or need or seeking a potential bidder/consultant. RFIs are designed to request general information designed to educate and inform.

## **D. Request for Qualifications (RFQ)**

RFQs are utilized to assess and rank vendors based on their qualifications specific to project criteria established by the PURCHASING AUTHORITY and the procuring department. The RFQ process may be used where the project or service requirements require that selection criteria be primarily influenced by the bidder's knowledge and experience in similar or related projects or service.

- The selection panel shall establish the specific criteria and assign weights by which responses received shall be evaluated.
- The specific criteria and related weights to be used in the evaluation process by the selection panel must be clearly stated in all documents relating to the RFQ procurement process.
- Fee Proposals may then be solicited from the most qualified vendors that meet the specific project needs.

## **E. Public Purchasing Consortia/Cooperative Purchasing**

Purchasing Consortia may be utilized for purchases where such use would provide more favorable pricing to the Town than conventional purchasing.

- The PURCHASING AUTHORITY may authorize the use of Consortia where their use is considered to be in the best interest of the Town.
- The PURCHASING AUTHORITY may participate in, sponsor, conduct, administer or use a cooperative purchasing agreement for the procurement of any supplies, services, or construction with one or more public procurement units in accordance with an agreement entered into between the participants.
- Purchases conducted under this section shall be through contracts awarded through full and open competition, including use of source selection methods substantially equivalent to those specified in Section 5 (Methods of Public Bidding).

Examples of the currently known and commonly used public purchasing consortia/cooperative purchasing organizations include but are not limited to:

1. State of Connecticut – Department of Administrative Services (DAS);
2. Council of Governments (COGs);

## **Town of Fairfield Purchasing Policy**

3. U.S. General Services Administration (GSA) Contracts;
4. Sourcewell Awards;
5. MHEC; and,
6. State College and University Awards

To be approved for use, the following conditions apply:

- The consortium must utilize competitive public bidding procedures meeting the Purchasing Policy's requirements.
- Use must be reviewed and approved by the PURCHASING AUTHORITY and, where applicable, the Fairfield Public Schools Finance Department.
- Terms and conditions in publicly bid contracts including the duration of the award, indemnification language, bonding requirements, etc. apply to the municipality and shall be adhered to by the Town of Fairfield and FPS.
- Vendors may be required to comply with the Town's standard insurance requirements, even if those standard requirements differ from what is in the publicly bid contract.
- If there are specific terms in a publicly bid contract that are not consistent with the Town's policy or cause concern, those terms should be evaluated on a case-by-case basis by the PURCHASING AUTHORITY prior to deciding to use a particular contract. This evaluation and review process may involve discussions and input from the Town Attorney.
- The Purchasing Department and FPS shall annually review State Contracts and other public consortiums/contracts, for updated award information, terms and conditions and compatibility with the purchasing policies and procedures. The list will be updated and published on the website annually.

### **F. Standardization**

Standardization of specifications for items common to several departments can facilitate an efficient purchasing process. The Purchasing Department and departments shall work together to establish standard specifications for such items.

### **G. Brand Name (or Equal) Specifications**

In purchasing equipment or supplies needed to be compatible with existing equipment, or to perform complex or unique functions, the Purchasing Department may limit bidding to a specific product type or a brand name product. Use of brand names in specifications shall be for the purpose of describing the standard of quality, performance, and characteristics the Town or FPS desires and not be intended to limit or restrict competition. If a brand name is incorporated into a specification, a minimum of two acceptable brands shall be listed whenever possible and shall be followed by the statement "or approved equal" unless the sole source rule applies.

Using specifications provided by a specific manufacturer should be avoided, however, if used, the name of the manufacturer, model number, etc., should be indicated. The bid document shall clearly state that the use of the manufacturer's specifications is for the sole

## **Town of Fairfield Purchasing Policy**

purpose of establishing the level of quality desired. The Purchasing Department reserves the right to determine and approve any product submitted as an “or equal”.

# Town of Fairfield Purchasing Policy

## **SECTION SIX      EXCEPTIONS AND EXEMPTIONS TO PUBLIC BIDDING**

### **6.0 Exceptions and Exemptions to Public Bidding**

#### **6.1 Exceptions to Public Bidding and Quotation Requirements**

The provisions of Section 4 of this Policy may be waived by the PURCHASING AUTHORITY pursuant to this Section. Written documentation justifying the exception shall be maintained.

##### ***A. Emergency Procurements***

(i.) Where required under unforeseen emergency conditions requiring immediate response by virtue of a legal requirement arising under Federal or State law, or a local ordinance, the PURCHASING AUTHORITY may exempt one-time (only) purchases from public bidding requirements.

(ii.) In any case that does not comply with 6.1A(i) but for which compliance with purchasing requirements shall be deemed to be impractical or not in the best interests of the Town, bidding requirements may be waived with the approval of the PURCHASING AUTHORITY and concurred upon by a majority of the Board of Finance. **WHAT WOULD BE AN EXAMPLE OF SUCH A CIRCUMSTANCE?** [CD17]

Each waiver of bid shall contain a statement of the reasons therefore and documentation of approvals as applicable, and shall be kept on-file in the office of the PURCHASING AUTHORITY, where it shall be available for public inspection and audit.

Determination shall be based upon need and shall not be utilized:

1. To satisfy preferences or convenience of the using Department;
2. For preventing funds from lapsing at the end of a fiscal year; or,
3. For any reason that would circumvent the procurement methods set forth in this section

##### ***B. Single Source/Sole Source Bid Waiver***

###### **1. Sole Sourcing**

A procurement process that occurs when there is only one source for a commodity service or construction item. On occasion, equipment parts for replacement or repair services for equipment can be obtained only from the manufacturer or area sales and service outlet of the particular manufacturer. Such materials and services will be approved by the Purchasing Department as single source. Sole sources awards must be evaluated every 3 years.

###### **2. Single Sourcing**

A procurement process that allows a single source to be designated even though multiple sources of supply exist. A justification for the sole source is required and is only valid for one purchase order.

##### ***C. Utility Services***

Utility services include the following:

## Town of Fairfield Purchasing Policy

1. Supply of light,
2. Power
3. Telephone
4. Water
5. Natural gas.
6. Cable Television: and,
7. Broadband Services

All of the services listed above may be bid out with the exception of water, which is a non-competitive utility service.

- Due to deregulation of these industries, if the Town chooses not to continue with the publicly designated utility provider, the Town shall have the option of the issuance of its own (RFB) or use of a publicly held agreement or contract award.

### ***D. Approved Local Maintenance, Repair, and Operations (MRO) Vendor(s)***

An approved MRO vendor is a business located in or within 25 miles of Fairfield, that has been selected by one or more departments for the purchase of certain commodities and authorized for use by the PURCHASING AUTHORITY. MRO vendors are used primarily when the completion time of a project is of primary concern to the Town, and where there is no existing Town commodity award. Approved MRO vendors are established through a competitive bidding process and evaluated annually by the PURCHASING AUTHORITY.

- The PURCHASING AUTHORITY may deny utilizing a vendor who is in default on payment of Town taxes, licenses or other monies due to the Town.
- Approved local vendors may be used for annual purchases costing up to \$50,000 without issuing a RFB or obtaining individual quotes for purchases.
- Products to be provided by approved local MRO vendors may include but are not limited to:
  - a. Auto Parts & Supplies;
  - b. Electrical Supplies;
  - c. Hardware;
  - d. Lumber;
  - e. Nursery Supplies and Shrubbery;
  - f. Paint and Painting Supplies;
  - g. Plumbing Supplies; and,
  - h. Small Hand Tools
- It is the responsibility of each procuring department to contact each MRO vendor annually to obtain the pricing discount structure being afforded to their department. Such pricing discount information is to be forwarded to and approved by the PURCHASING AUTHORITY.
- The Purchasing Department reserves the right to severely curtail or eliminate the use of any MRO vendor if abuse of the process is discovered.

### ***E. Professional Services (Defined under Definitions Section)***

# Town of Fairfield Purchasing Policy

Contracts for professional services (including both consulting services and services agreements) projected to exceed \$25,000 on an annual basis must follow the process set forth in this policy unless specifically exempted hereunder. Professional services may be exempt from bidding up to \$50,000 with sufficient justification, subject to approval by the PURCHASING AUTHORITY. All retainer type professional services agreements should be reviewed and publicly bid via a RFQ/RFP at least every five (5) years.

## F. Service Agreements

### A. General Rules Applicable to Service Agreements

- Service agreements are initiated to allow for the quick, routine response to the need for the repair of Town or FPS facilities and equipment. Service agreements are to be used to engage services where the individual service need is below \$25,000 for each service. Service agreements shall not be used for capital improvement projects.
- Once the initiating department funds the service agreement, the contract value cannot change, by supplement or withdrawal, over the life of the contract. This procedure has been established to avoid closure of a contract at fiscal year-end where the service agreement may have 3 to 4 option years.
- The vendor must provide the Town with a written quotation for the total cost of the project.
- Service contracts may be extended without bids if terms and conditions remain the same and any fee adjustments are mutually agreed upon and based on an applicable index such as the US Bureau of Labor Statistics Consumer Price Index. Vendors approved through a competitive process and have been contracted by the Town or FPS for a definitive period may be used in the same manner/statement of work.
- As a general rule, each purchase order stands alone and shall not be grouped together with other purchase orders issued by the same or other departments for the purpose of performance bonding. The one exception to this is where one department issues more than one purchase order against the same service agreement in a short period of time. In this case, those purchase orders could be considered to be the same project and, if the combined cost was greater than \$100,000, a performance bond could be required.
- The contractor is to follow pricing that was submitted. Service agreements and associated pricing are available to Town Departments and FPS in the Purchasing Department. If the using department has questions after reviewing the online service agreement, they should contact the Purchasing Department.
- The Purchasing Department reserves the right to bid separately any service requirement.

## 6.2 Exemptions to Public Bidding

Purchases exempt from public bidding are at the discretion of the PURCHASING AUTHORITY and may include but is not limited to the list as follows:

## **Town of Fairfield Purchasing Policy**

- Legal Services;
- Education Professional/Consulting Services;
- Investment Managers;
- Purchases from another Governmental Entity;
- Services that are properly determined to be single source in accordance with the requirements of the Purchasing Policy;
- Special Education Program and Related Services, including tuition, transportation, corrective and other supportive services identified by the IEP team and legally mandated.

# Town of Fairfield Purchasing Policy

## SECTION SEVEN BID AWARD PROCESS

### 7.0 Bid Award Process

#### 7.1 Formal Bid Opening Process

- In order to be accepted, bids and/or proposals must be received by the PURCHASING AUTHORITY prior to the specified deadline. The specified time will be determined by the clock located in the Office of the PURCHASING AUTHORITY. Bids and/or proposals shall be opened in public beginning promptly after the deadline.
- At least two (2) Town employees shall be a witness to all bid/proposal openings and shall initial bid or proposal reply sheets. If staffing levels permit, a member of a Town department or FPS, other than the Purchasing Department, shall also be witness to the bid/proposal openings and shall also sign the bid results sheet.

#### 7.2 Responsive, Responsible Proposer

- All awards based on RFB and RFP processes shall be awarded to the most responsive, responsible proposer. The Town utilizes multiple factors to determine the selection of the most responsive, responsible proposer.
- In addition to price and the evaluation criteria established for the award of the RFB and RFP, the Purchasing Department shall consider, but not be limited to, the following:
  - a. the content and the quality of the proposal submission and how well the submission addressed the needs of the criteria contained in the RFB/RFP;
  - b. the best value considerations; and,
  - c. the success of the negotiation process with the proposer **THIS STEP COMES BEFORE COMPLETION OF THE BID CONTROL SHEET?**<sup>[CD18]</sup>

#### 7.3 Determination of Non-responsive Bidder/Proposer

A non-responsive bidder is a bidder who does not have the capacity and/or capability to perform fully the contract/requirements, or who does not have the integrity or reliability to assure proper performance of the contract/requirements and/or terms. **IS IT NECESSARY TO DETERMINE A BIDDER NONRESPONSIVE IN ORDER TO ACCEPT A RESPONSIVE BID?**<sup>[CD19]</sup>

#### 7.4 Bid Award

- The First Selectperson, the Purchasing Department, CFO, Town Attorney, Board of Education CFO, Superintendent or other contracting officer(s) of the Town as designated by the PURCHASING AUTHORITY have the authority to award agreements within the confines of the details in the RFB/RFP documents. **SO JUST TO BE CLEAR, THE PURCHASING AUTHORITY PUTS OUT RFPs BUT OTHERS ARE EMPOWERED TO MAKE AWARDS?**<sup>[CD20]</sup>
- The award should only be made after completion of the Town Bid Control Sheet (Exhibit F) that verifies that the vendor is eligible for the award based upon Town's policies as follows:
  1. Adherence to requirements of the RFP;
  2. Proper licenses or permits;
  3. Bid bond provided (if applicable);

## Town of Fairfield Purchasing Policy

4. No outstanding delinquent taxes; and,
  5. Verification of insurance coverage
- A written determination of a particular bid or proposal shall be made by the Purchasing Department in accordance with the above standard. The unreasonable failure of a bidder or proposer to promptly supply information in connection with a bid, proposal or subsequent inquiry with respect to responsibility may be grounds for a determination of non-responsive with respect to such bidder or proposer.

### 7.5 Waiver of Defects

After review of all factors, terms and conditions, including price, the Town always reserves the right to waive defects in any and all bids or any part thereof, or accept any singular proposal or grouping of proposals deemed to be in the best interest of the Town.

Typically, a defect to be waived is of a minor nature and not of a material nature that would undermine the good or service to be purchased. The Purchasing Department, with a recommendation from the requesting department, will determine if a defect in a bid shall be waived and under what circumstances.

# Town of Fairfield Purchasing Policy

## **SECTION EIGHT    CONTRACTS**

### **8.0 Contracts**

#### **8.1 Purchase Orders**

Purchase orders issued to vendors are effectually a contract for the goods or services to be purchased.

#### **8.2 Formal Contracts**

Formal contracts are required for the following types of purchases:

- a. Building improvements;
- b. Public works construction and/or maintenance projects;
- c. Services;
- d. Leases (or other real estate agreements);
- e. Services and professional services in the amount of \$50,000 or more;
- f. Grants from the federal and/or state governments; and/or,
- g. Agreements that extend for more than one year.

#### **8.3 Format and Use of Contracts (Town Charter Section 6.1)**

- The format and execution of such contracts shall be those established and approved for use by the PURCHASING AUTHORITY and the Town Attorney.
- Upon award of a contract by the PURCHASING AUTHORITY, in accordance with Charter Section 9.3 C. (2) the Town attorney shall review and approve all contracts, both as to form and compliance with all legal requirements of the Charter.
- In addition to such other legal requirements as may be examined by the Town Attorney, a contract shall be deemed to not comply with the legal requirements of the Charter if the Town Attorney determines that satisfactory proof of the availability of unexpended, appropriated funds does not exist or if the file does not include each of the following:

#### **General Components of a Contract**

1. Parties;
2. Purpose;
3. Project Period – Start and End;
4. Contract Price;
5. Method of Payment;
6. Penalty/Liquidated Damages;
7. Work Completion and Termination;
8. Insurance;
9. Quality Control;
10. Warranty; and,
11. Dispute Resolution

# Town of Fairfield Purchasing Policy

## **SECTION NINE      VENDOR INFORMATION AND REQUIREMENTS FOR SUBMITTING BIDS**

### **9.0 REQUISITIONS AND PURCHASE ORDERS**

MUNIS is the Town's current financial system software package. It is through MUNIS that purchase requisitions and direct purchase orders are created in order to process invoices. Purchase requisitions are converted into purchase orders (POs) by the PURCHASING AUTHORITY.

The IT Department will set up a user identification number and give the new user the appropriate permissions as determined by the Finance Department and the user's department head.

#### **9.1 Requisitions**

- The initiation of a requisition in MUNIS begins the process of creating a purchase order. At a minimum, the requisition includes the following information:
  1. Vendor number;
  2. Vendor name;
  3. Line-item descriptions;
  4. Line-item pricing;
  5. Commodity code information;
  6. Ship to information;
  7. Price quote information;
  8. RFB/RFQ number (if applicable); and
  9. Contract or Service Agreement Number (if applicable)
- Requisitions should be processed for the procurement, lease or rental of equipment, supplies, materials, agreements for services and professional services covered under a quote, contract, or an award.
- Once the requisition is approved by the Finance Department and the PURCHASING AUTHORITY, the individual department shall engage the services of the contractor with the purchase order being sent to the contractor.

#### **9.2 Purchase Orders**

Purchase orders issued by the Town to form a legal contract between the Town and the contractor/vendor. It is required that the using department have a purchase order in place (contract) prior to having any work and/or services performed, or materials and/or products purchased or agreement with another party signed.

- a. Upon approval of a requisition, a purchase order shall be initiated. Purchase orders are required for all purchases other than those purchases allowed under the Non-Purchase Order Voucher Policy.

Payment vouchers may be used in accordance with the Non-Purchase Order Policy, to purchase items including:

- Employee reimbursements (conferences, mileage, tuition and meetings);
- Petty cash replenishment;
- Subscriptions;

## **Town of Fairfield Purchasing Policy**

- Membership dues;
- Postage;
- Phones;
- Refunds;
- Fees; or,
- Utilities;

### **9.3 Additional Purchase Orders to Vendors Under Current Bids**

If it becomes necessary to issue an additional purchase order to a current vendor under a previously submitted bid the purchase orders must be for the same statement of work/purchase as the bid award.

### **9.4 Credit Card Purchases**

The requirements for use of purchase orders detailed above also apply to all credit card, debit card or P card purchases.

# Town of Fairfield Purchasing Policy

## **SECTION TEN REQUEST FOR BID/PROPOSAL/QUALIFICATION PROCESS GUIDELINES**

### **10.0 Request for Bid/Proposal/Qualification Process Guidelines**

#### ***10.1 Announcements for Request for Bid (RFB)/Request for Proposal (RFP)/Request for Qualifications (RFQ):***

The Purchasing Department shall announce an RFB/RFP/RFQ by one or more of the following means:

- An RFB/RFP/RFQ will be posted on the Town's website at least ten (10) business days preceding the date set for the receipt of the bid / proposal submissions. **HOW DOES THIS RELATE TO THE BID OPENING DATE?** [DCNO21]
- Notice of the RFB/RFP/RFQ is posted on the State of Connecticut, Department of Administrative Services (DAS) bid portal website.
- When required, the Purchasing Department shall publish a notice of the RFB/RFP/RFQ in the local newspaper at least ten (10) business days preceding the date set for the receipt of the bid / proposal submissions.
- Approved cooperative contract awards, emergencies, approved single or sole source justifications and approved bid waivers, are not required to be publicly advertised.
- When required by the requestor, the Purchasing Department will publish a notice of the solicitation document in at least one local newspaper for at least one day, a minimum of ten (10) business days preceding the date set for the receipt of the proposal submission.

#### **10.2 Pre-Bid/Pre-Proposal Conference**

- Where construction projects, or specialized services are involved, the Purchasing Department and the requesting department may determine that a pre-bid/pre-proposal conference should be held. These conferences may or may not be mandatory.
- Prior to the pre-bid/pre-proposal conference, the RFB or RFP will be sent to prospective bidders. At the pre-bid/pre-proposal conference, the Purchasing Department, working in conjunction with the PROCURING department and the vendors, will review the specifications. If it is determined that revisions to the specifications are needed, and/or a deadline change is warranted, an addendum will be issued.

#### **10.3 Addenda - Request for Information (RFI)**

- It is the responsibility of the Bidder / Proposer to inquire about any requirement of this RFB / RFP that is not understood. Responses to inquiries, if they change or clarify the RFB / RFP in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFB/ RFP.
- No oral inquiries will be accepted. Written inquiries must be made to:

Town of Fairfield  
Purchasing Department  
Attention: Director of Purchasing  
725 Old Post Road

# Town of Fairfield Purchasing Policy

Fairfield, CT 06824

E-mail: [Purchasing@Fairfieldct.org](mailto:Purchasing@Fairfieldct.org)

- Written requests for information will not be accepted after the time and date noted in the invitation to bid or request for proposal document.
- Response will be in the form of an addendum that will be posted at the approximate time and date noted in the invitation to bid or request for proposal document to the Town of Fairfield Purchasing Department website: <http://www.fairfieldct.org/purchasing>.
- It is the responsibility of each proposer to retrieve addenda from the website. Addenda will not be mailed, e-mailed or faxed.
- Any contact about this RFP between a bidder and any Town official, department manager and/or Town of Fairfield employee, other than as set forth above, may be grounds for disqualification of that bidder.
- Any questions or request for clarification which is answered by phone, in person or in any other manner than specified above shall not be binding on the Town and cannot be relied upon in any manner by any proposer or bidder.
- Failure to comply with these conditions will result in the bidder or proposer waiving the right to dispute the bid specifications, requirements and/or conditions.

## 10.4 Bid Submissions

1. Bid shall be accepted at the location specified by the PURCHASING AUTHORITY up to the deadline.
2. The Purchasing Authority reserves the right to extend a deadline under the following conditions:
  - a. When a change occurs to the bid or proposal documents through an addendum. The new deadline will be clearly indicated in the addendum and the addendum shall be posted on the Town's website.
  - b. During inclement weather, the PURCHASING AUTHORITY may, at its discretion, extend a deadline. Any bids or proposals received prior to the original deadline shall remain sealed.
  - c. In the event that Sullivan Independence Hall (SIH) is closed, the PURCHASING AUTHORITY shall extend the bid deadline until the next business day that SIH re-opens for business.
3. The RFB/RFP is to be submitted in a sealed envelope and clearly marked on the outside in the following format: (BID #2021-111" "RFP#2021-111)

Proposal submissions should sent to and addressed as follows:

Town of Fairfield  
Purchasing Department  
725 Old Post Road  
Fairfield, CT 06824

## Town of Fairfield Purchasing Policy

4. The bid or proposal must be signed.
5. Bids, proposals, qualifications are prohibited from being submitted via telephone or fax. Email submissions will be accepted only if specifically requested in RFP.
6. Bid, proposal and or qualification submissions delivered or received later than the date and time specified on the invitation to bid shall not be considered and may, if requested, be returned to the bidder/proposer unopened.

### 10.5 Alternate Bids

- The Town may allow bidders to supply alternate bids for some purchases.
- An alternate bid is a bid for a similar product or service that does not exactly meet the identified specifications in the Request for Bid (RFB). An alternate bid must be clearly identified as such in order to be considered by the Town. The Town will consider an alternate bid only if bidders have been approved to provide an alternate bid.
- Unless requested to do otherwise, bidders shall provide one price for each of the specified and required line item(s) and no more than one (1) total lump sum bid price.

### 10.6 Bid Security

1. Failure to include bid security, when required, will result in the rejection of the bid submission.
2. Bid security is required for all bids for projects/contracts when estimated cost is expected to exceed \$100,000.
3. Bid security may be required on projects/contracts under \$100,000 when the circumstances warrant, at the discretion of the Town.
4. Bids or proposals that are in non-compliance with bid or proposal requirements, will result in the rejection of that bid or proposal submission.
5. Bid security shall be a bond provided by a surety company meeting the following criteria:
  - a. An AM Best rating of A- VIII or better.  
<http://www.ambest.com/home/ratings.aspx>
  - b. The surety company must be listed on The Bureau of the Fiscal Service website which provides a complete list of companies that write or reinsure federal bonds.  
<https://www.fiscal.treasury.gov/surety-bonds/list-certified-companies.html>
  - c. The surety company must be on the State of Connecticut list of approved insurance companies in Connecticut.  
[https://portal.ct.gov/-/media/CID/1\\_Lists/Licencom.pdf](https://portal.ct.gov/-/media/CID/1_Lists/Licencom.pdf)
6. In addition to utilizing the websites noted above, the Purchasing Department shall further verify the authenticity of the bond by contacting the relevant surety company to verify the information provided on the bond.

## Town of Fairfield Purchasing Policy

7. Bid security must be submitted with the necessary contact information needed to verify authenticity of the bond and to confirm that the surety is authorized to do business in the State of Connecticut.

8. Bid security may also be in the form of a certified company check or bank draft made payable to the Town of Fairfield. Banks must have a branch office in Connecticut with insurance provided by the FDIC. **SO IS BID SECURITY EITHER A SURETY OR A SECURITY DEPOSIT BY THE COMPANY ITSELF?**<sup>[DCNO22]</sup>

9. Bid security shall be in an amount equal to 5% of the total amount of the bid, or in an amount specified in the bid document.

10. Bid securities will be held until the contract is fully executed. Unsuccessful bidders will have their bid securities, if requested, returned within seven (7) days of a bid/proposal award unless prior notification within the RFB/RFP or special notification to the bidder in writing is made.

11. An apparently successful bidder may be subject to the forfeiture of their bid security if they fail to enter into contract with the Town within the number of days specified in the RFB/ RFP specifications. **THEN DOES BID SECURITY ONLY COME INTO PLAY IN RFP/RFB THAT ARE SUBJECT TO CONTRACT? HOW CAN THERE BE A FORFEITURE PROVISION BEFORE THERE IS A CONTRACT?**<sup>[DCNO23]</sup>

### 10.7 Contract Performance and Payment Bonds

When a bid is awarded and if the circumstances warrant in the opinion of the Chief Fiscal Officer, the following bonds or securities shall be delivered to the Town and shall become binding upon the parties upon the execution of contract:

1. A performance bond satisfactory to the Town, executed by a surety company authorized to do business in the State of Connecticut or otherwise secured in a manner satisfactory to the Town, in an amount equal to 100% of the contract price; and
2. A payment bond satisfactory to the Town, executed by a surety company authorized to do business in the State of Connecticut or otherwise secured in a manner satisfactory to the Town, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract. The bond shall be in an amount equal to 100% of the portion of the contract price that does not include the cost of operation, maintenance and finance.
3. Payment and performance bonds shall be provided by a surety company meeting the following criteria:
  - a. An AM Best rating of A- VIII or better. <http://www.ambest.com/home/ratings.aspx>
  - b. The surety company must be listed on The Bureau of the Fiscal Service website which provides a complete list of companies that write or reinsure federal bonds. <https://www.fiscal.treasury.gov/surety-bonds/list-certified-companies.html>

## Town of Fairfield Purchasing Policy

c. The surety company must be on the State of Connecticut list of approved insurance companies in Connecticut. [https://portal.ct.gov/-/media/CID/1\\_Lists/Licencom.pdf](https://portal.ct.gov/-/media/CID/1_Lists/Licencom.pdf)

4. In addition to utilizing the websites noted above, the Purchasing Department shall further verify the authenticity of the bond by contacting the relevant surety company to verify the information provided on the bond.

### 10.8 Authority to Require Additional Security

Nothing in this section shall be construed to limit the authority of the Town to require additional security.

### 10.9 Proposal Validity

Unless specified otherwise, all bids / proposals shall be valid for a period of ninety (90) days from the date of such bid / proposal submission is presented to the Town.

### 10.10 Bid Opening

- Bids shall be opened publicly. The results are then tabulated in the Purchasing Department and posted to the Town website (Exhibit E).
- Verification of bids meeting specifications, life cycle costing, reference checks, evaluations, etc., does not always mean that the "low bid" is considered the successful bid. The lowest responsive and responsible bidder, in the sole discretion of the Town, shall be awarded the bid.
- Proposals and qualifications are not required to be opened publicly. The names of the submitting vendors will be posted to the Town website.
- Under the Freedom of Information Act, vendors have the right to request bid information. **This information is usually available within seventy-two (72) hours after the bid opening**
- If the Town determines that a negotiation is to take place, the Town has the right to consider any information, which is essential to the negotiating process, as confidential until the negotiation process is concluded.

### 10.11 Capacity to Perform

Any proposer considered for award as a result of this solicitation may be required to make assurance to the Town concerning the proposer's capacity and capability to perform. Previous contracts of a like nature, financial solvency, and other information may be requested of the considered Proposer. Failure to provide assurances requested in a timely manner may be cause for rejection of the proposal submission.

### 10.12 Contract Obligation

The Town and responding bidder/proposers expressly acknowledge and agree that the Town has made no express or implied promises to expend any dollar amounts with respect to the services addressed by this Bid/RFP or any RFP. By submitting a bid /proposal in response to any Bid/RFP, each bid/proposer acknowledges and agrees that the provisions of any Bid/RFP, and/or any communication, statement,

# Town of Fairfield Purchasing Policy

act or omission by representatives of the Town in the selection process, shall not vest any right, privilege, or right of action in any bidder and or proposer.

## 10.13 Key Personnel

The personnel and commitments identified on any bidder's/proposer's submission shall be considered essential to the work to be performed under this Bid/RFP.

- Prior to diverting any of the specified individuals to other programs or changing the level of effort of the specified individuals, the Bidder/Proposer must notify the Town a minimum of fourteen (14) calendar days in advance and shall be required to submit justification, including proposed substitutions, in sufficient detail, to permit evaluation of the impact on the project. **NEED AN EXCEPTION FOR ILLNESS, INCAPACITY OR DEATH.**<sup>[DCNO24]</sup>
- The proposer will make no deviation without the prior written consent of the Town. Replacement of personnel will be with personnel of equal ability and qualifications.
- Any employee of the proposer, who in the sole opinion of the Town is unacceptable, shall be removed from the project pursuant to the request of the Town. The proposer shall be afforded fourteen (14) calendar days to fill the vacancy with another employee of acceptable technical experience and skills subject to the written approval of the Town.
- The Town shall have the right to reject or terminate any of the staff provided by the proposer with 24-hour notice, and the proposer must be able to provide immediate, temporary replacement and within 14 days, provide permanent replacement.

## 10.14 Tie Bids

- If two or more of the apparent low bid submissions are for the same dollar amount, and the quality and service being offered are considered equivalent, the award shall favor the local (Fairfield) bidder.
- If both bidders are local or none of the tied bidders are local, the PURCHASING AUTHORITY shall award the bid to one of the lowest apparent bidders by evaluating other relevant factors that are in the best interest of the Town.
- All interested parties shall be notified of the tie bid submission and they shall be afforded an invitation to be present for the award announcement.

## 10.15 Assignment of Award

No award may be assigned or transferred to another vendor or subcontractor without the consent of the Town's PURCHASING AUTHORITY. **THIS SEEMS TO CREATE A VERY BIG LOOPHOLE**<sup>[DCNO25]</sup>.

## 10.16 Reservation of Rights

- The Town reserves the right to make awards on an item-by item, total or lump sum price basis.

# Town of Fairfield Purchasing Policy

- Where an award is made on an item-by-item basis, the unit pricing information shall prevail. The Town reserves the right to make such awards in its best interest.
- All awards are contingent upon certification by the Finance Department (CFO or Controller) that adequate funds are available in appropriate accounts to fulfill the financial obligations of the project.
- Certain project awards may be contingent on the approval of the Board of Selectmen and in some instances potentially other Town bodies.

## 10.17 Rejection of Bids /Proposals

- The Town has the authority to reject any and/or all bids considered not in accordance with specifications or contract requirements of the Request for Bid (RFB), Request for Proposals (RFP), or as deemed not in the best interest of the Town to accept.
- The PURCHASING AUTHORITY may reject the bid of a vendor who is in default on payment of Town taxes, licenses or other monies due to the Town.

## 10.18 Disqualification of Bidders

- The PURCHASING AUTHORITY has the authorization to declare vendors who default on quotations and services as non-responsible bidders.
- Non-responsible bidders may be disqualified from being considered as responsible bidders from receiving further business from the Town for a specific contract at the discretion of the Purchasing Department.
- Vendors may be declared non-responsible bidders for a specific commodity/service for a period of up to two (2) years from the particular default.
- Vendors who remedy the default will be on "probation" for one year. If any further problems should occur during this probationary period, the vendor may be declared in default for a further period. If a formerly defaulting vendor is not declared a non-responsible bidder, the occurrence of the default may nevertheless be taken into account in the ranking of bids at the discretion of the PURCHASING AUTHORITY.

## 10.19 Withdrawal of Bids (or Proposals) Prior to the Deadline

- A bidder wishing to withdraw a bid/proposal prior to the deadline may do so by preparing a formal written request on company letterhead. Such letter must be delivered to the Purchasing Department prior to the published deadline. The person who signs the letter must be of the same or higher authority of the person who signed the proposal. **THIS DOES NOT TAKE INTO ACCOUNT CIRCUMSTANCES WHERE SOMEONE LEAVES THE BIDDER'S FIRM.** [DCNO26]

## Town of Fairfield Purchasing Policy

- After the Town is fully satisfied that a request to withdraw a bid/proposal before the published deadline is valid, the bid/proposal will be returned to the bidder. The bidder may then withdraw completely from the bidding process, or may modify the bid/proposal and resubmit before the deadline.

### 10.20 Withdrawal of Bids (or Proposals) After the Deadline

- If bid security is required and a bidder does not honor his/her bid for the specified time, the bid check shall become the property of the Town; or, if a bid bond was furnished, the bid bond shall become payable to the Town. **SIMILAR TO ABOVE, PRESUMABLY THIS HAS TO BE SPELLED OUT IN THE RFP?** [DCNO27]
- After the bid/proposal deadline has passed, the submitted bids/proposals become the property of the Town and are valid offers to be honored by the bidder for ninety (90) days or longer, as may be specified in the Request for Bid/Proposal.
- Bidders who do not honor their bids/proposals for ninety (90) days (or for the specified) period shall be declared irresponsible bidders.

### 10.21 Pre-Qualification of Suppliers

Prospective suppliers may be prequalified for particular types of commodities, services and construction. The Purchasing Department shall determine the information required and the method of submitting the prequalification information required.

### 10.22 Substantiation of Offered Prices

The Purchasing Agent may request factual information reasonably available to the bidder or offer or to substantiate that the price or cost offered, or some portion of it, is reasonable.

### 10.23 Withdrawal or Nullification of an Award

The Town reserves the right to withdraw an award made to the bidder/proposer under the following conditions:

1. If the bidder/proposer does not satisfy conditions upon which the award was based within the specified time frame, i.e. insurance and bond requirement documentation.
2. Erroneous or false information submitted by the bidder/proposer.
3. Funding becoming unavailable for the goods, service, or project.

### 10.24 Lowest Responsive, Responsible Bidder

All awards based on Requests for Bid (RFB) and/or Request for Quotation (RFQ) shall be awarded to the lowest responsive, responsible bidder.

In addition to price, the PURCHASING AUTHORITY shall consider, but not be limited to the following:

## Town of Fairfield Purchasing Policy

- Responsive – meeting the specification of the RFB/RFQ and following the protocol and the requirements of the RFB/RFQ.
- Responsible – refers to the capability to do the work. Prior experience with the vendor may be utilized to determine the capability to do the work.
- Compliance to the specifications, terms, conditions and instructions established for the RFB/RFQ document.
- The integrity, reputation and experience of the bidder.
- The quality and satisfaction of any previous work or services performed for the Town.
- The financial resources available to promptly [within ten (10) business days of an award] provide the Town with the required insurance and bond requirements.
- The number and scope of any conditions and/or exceptions included in the RFB/RFQ.
- The sufficiency of the financial resources and the ability of the bidder to perform the contract or to provide the service.
- The quality, availability and adaptability of the suppliers or contractual services for the particular use required.
- The ability of the bidder to provide future maintenance and service for the use of the require product or service.
- The prequalification by the State of Connecticut where applicable (ex. renovation or new construction projects over \$500,000 where State funding is involved).
- Any other factor that the Town deems applicable to the RFB/RFQ award.
- Where applicable, certified payroll over \$100,000, prevailing wages are included in the bid document.

### 10.25 Award Protest

- Bidders and/or proposers may appeal the award decision by submitting a written protest to the Town's Director of Purchasing within 5 business days of the date of the award notice, with a copy of the protest to the successful proposer.
- The protest must contain a statement of the basis for the challenge.

### 10.26 Costs of Preparation

- Each proposer shall be solely responsible for any and all costs and expenses associated with the preparation and/or submission of its proposal, and the Town shall have no responsibility or liability whatsoever for any such costs and expenses.
- Neither the Town nor any of its directors, officers, employees or authorized agents shall be liable for any claims or damages resulting from the solicitation or collection of proposals. **IS THIS SAYING THAT THIS POLICY CREATES NO THIRD-PARTY RIGHT TO SUE?**<sup>[DCNO28]</sup>
- By submitting a proposal, Proposer expressly waives (i) any claim(s) for such costs and expenses, and (ii) any other related claims or damages.

### 10.27 Bid / Proposer Understanding

- By submitting a bid / proposal, the bidder/proposer agrees and assures that the specifications are adequate, and the bid/proposer accepts the terms and conditions outlined in the solicitation.

## **Town of Fairfield Purchasing Policy**

- If applicable, bidder/proposer should indicate any and all exceptions to terms, conditions, and or specifications of the solicitation individually in their bid / proposal submissions.
- Exceptions received or submitted after the bid / proposal submission deadline date shall be considered as counter offers and as such may render the entire proposal submission non-responsive.

### **10.28 Specification Protest Process and Remedies**

- If a bidder/proposer feels that the specifications are written in a way that might limit competition, a specification protest may be sent to the Town's PURCHASING AUTHORITY. Specification protests shall be responded to within 15 business days of receipt.
- Determination of protest validity is at the sole discretion of the Town.
- The due date of the proposal may be changed if necessary to allow consideration of the protest and issuance of any necessary addenda.
- Specification protests shall be presented to the Town in writing as soon as identified, but no less than five (5) business days prior to the bid opening date and time.
- No protest against the award due to the specifications shall be considered after this deadline.
- Protests shall include the reason for the protest and any proposed changes to the specifications.
- Protests should be delivered to the PURCHASING AUTHORITY, Town of Fairfield in sealed envelopes, clearly marked as follows:

SPECIFICATION PROTEST, RFP XXXX-XX

### **10.29 Warranty / Guarantee**

- Unless otherwise stated in the bid solicitation documents, all work shall be warranted by the contractor for a minimum period of 2 years from the date of completion of the work against all defective workmanship and materials furnished by the contractor.
- Where longer periods of warranty/guarantee are required by these specifications, the contract documents, or are provided for by specific or implied warranty of materials, goods or equipment or by general law, the longer period of time will govern.
- The contractor shall promptly replace or repair in a manner satisfactory to the Town any such defective work after notice from the Town to do so.
- Work will be assumed to be defective if it is determined by the Town that the material or equipment is not performing in a satisfactory manner, consistent with its intended use or operation.
- If the contractor fails to make such replacement or repairs, the Town may perform or cause to be performed all necessary work and the company and its sureties shall be liable for all costs thereof.
- Original manufacturers' warranties, guarantees, instruction sheets, parts lists, and certificates of title are to be delivered to the Purchasing Department.
- Copies of all such materials are to be provided to the department accepting delivery.

### **10.30 Indemnification**

- Contractors doing business with the Town shall not assert any claim arising out of any act or omission by any agent, officer or employee of the Town in the execution or performance of this

# **Town of Fairfield Purchasing Policy**

Agreement against any such agent, officer or employee. Such claims may be made against the Town.

- The contractor expressly agrees to at all times indemnify, defend and save harmless the Town of Fairfield and its respective officers, agents, and employees on account of any and all demands, claims, damages, losses, litigation, financial costs and expenses, including counsel's fees, and compensation arising out of personal injuries (including death), any damage to property, real or personal and any other loss, expense or aggrievement directly or indirectly arising out of, related to or in connection with the Project and the work to be performed hereunder by the Contractor, its employees, agents, subcontractors, material suppliers, or anyone directly or indirectly employed by any of them.
- The contractor shall and does hereby assume and agree to pay for the defense of all such claims, demands, suits, proceedings and litigation.
- The provisions of this paragraph shall survive the expiration or early termination of this Agreement and shall not be limited by reason of any insurance coverage.

## **10.31 Confidentiality**

- The information contained in proposals submitted for the Town's consideration shall be held in confidence until all evaluations are concluded and an award has been made.
- At that time, the winning proposal shall be available for public inspection.
- Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made.
- The Town shall honor requests for confidentiality for information of a proprietary nature to the extent allowed by Freedom of Information Act as described in the next section.
- Clearly mark any information within your proposal submission that is considered confidential.

## **10.32 Freedom of Information**

- Notice is given to all bidders that as a municipality the Town of Fairfield is subject to and bound to comply with the terms of the Freedom of Information Act.
- Consequently, bidders are advised that under the terms of the Act some or all of their submissions, including attachments, may be subject to disclosure to the public or press upon request. The FOI Act recognizes that certain documents are exempt from disclosure or may be held confidentially.
- However, these exemptions are considered exceptions to the general rule favoring disclosure and are generally narrowly construed.
- Bidders are advised that they should consult with legal counsel before making their submission should they have any questions about what submitted document may be disclosed.
- Bidders are requested to submit those documents to which an exemption is claimed under seal along with those non-exempt documents.
- These sealed documents shall initially be held in confidence but may be released to the extent required or allowed by law.
- For details of the Freedom of Information Act visit [www.ct.gov/foi](http://www.ct.gov/foi).

## **10.33 Statement of Non-Collusion (Exhibit P)**

# **Town of Fairfield Purchasing Policy**

By submission of the bid each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bidder each party certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- a. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

## **10.34 Insurance**

The Town of Fairfield's Risk Manager has established the Town's standard minimum insurance requirements. The minimum insurance requirements are reviewed and updated by the Risk Manager relative to the type of purchase/specifications/requirements of each RFB and RFP

- The Town may require the successful contractor to submit a certificate of insurance depending on the type of purchase or contract involved.
- Insurance certificates are generally requested for construction and service related projects.
- This certificate of insurance must name the Town as additional insured and provide protection for any legal liability, which may arise during the execution of the contract. (Exhibit M)

## **10.35 Insurance Waiver Approval**

Any request to revise the minimum insurance requirements shall be made by the department head to the Risk Manager for approval or rejection and that decision shall be binding upon the department head and the PURCHASING AUTHORITY.

## **10.36 New Vendors/Federal W-9 Forms**

All companies and individuals are required to submit a completed Federal Form W-9 prior to purchases being made and payments being processed.

## **10.37 DUNS Number**

The Federal Government requires that all Federal Contractors and/or recipients of Federal funds have a DUNS number.

If you are the successful bidder for a Town project, you may be required to have or obtain a DUNS number prior to contract award. The DUNS (Data Universal Numbering System) number is a unique, nine-digit identification number provided by Dunn & Bradstreet. If you do not have a DUNS number, you can obtain it for free via <https://iupdate.dnb.com>. There is no cost to obtain a DUNS number.

## **10.38 Federal, State and Local Laws**

## **Town of Fairfield Purchasing Policy**

All applicable Federal, State and local laws, rules and regulations of all authorities having jurisdiction over the locality of the project shall apply to the contract and are deemed to be included herein. The proposer shall acknowledge and agree that, should it be awarded the contract, it shall be solely responsible for strict compliance with all federal, state and local statutes, laws, codes, rules, regulations and ordinances, and for the procurement and maintenance of all necessary licenses and permits relating to consultant's performance of services

### **10.39 Terms and Conditions**

The Town's terms and conditions are updated periodically and are included in all bid requests.

# Town of Fairfield Purchasing Policy

## Section 11 - Exhibits

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[TA29]

## **Exhibit A – Applicable Town Charter and Town Code Sections**

### **A. 6.1. Board of Selectmen.**

C. (1) All contracts to which the Town shall be a party shall be subject to approval of the Board of Selectmen, except contracts authorized to be made by or on behalf of the Board of Education. The Selectmen shall have the power to delegate their authority to other Town officers, employees, and bodies where the contract would be for a duration of less than three months and would involve an expenditure by or income to the Town of less than \$10,000. "Contracts" shall mean all contractual relations of the Town, including, without limitation, purchase contracts, lease contracts, and service contracts. This requirement of approval by the Board of Selectmen shall not be construed to eliminate review by other persons or bodies where required by this Charter, by ordinance, or by the General Statutes.

### **B. 9.3 C (2) Town Attorney (Duties)**

Prepare or review all contracts and other instruments to which the Town is a party or in which it has an interest;

### **C. 9.9. Purchasing Agent.**

1. Appointment and qualifications. The Purchasing Agent shall be appointed by the First Selectman and shall have a background in business or purchasing and procurement.
2. Duties. The Purchasing Agent shall have the duties set forth in Section 12.8 of this Charter and such other duties as may be prescribed by the First Selectman.

### **D. 12.8. PURCHASING AUTHORITY.**

The First Selectman and the Purchasing Agent, acting in conjunction, shall be the general PURCHASING AUTHORITY of the Town. All supplies, materials, equipment, other commodities, contracts for public works or services, other than professional services, required by any department, office, agency, board, authority, or commission of the Town, including the Board of Education, shall be purchased by the PURCHASING AUTHORITY on a requisition, in such form as the Selectmen may prescribe, signed by the head of the department, office, agency, or chairman of the authority, board, commission or committee. No purchase order shall be issued without the signature of the Purchasing Agent or, in the Purchasing Agent's absence, of the First Selectman.

### **E 12.9. Bidding, requisition, and payment procedures.**

The Board of Finance shall establish and may amend from time-to-time procedures and guidelines for bidding on purchases and contracts by the Town as well as procedures for departmental requisition and for payments.

# Town of Fairfield Purchasing Policy

## **Exhibit A – Applicable Town Charter and Town Code Sections**

### ARTICLE XI

#### Standards of Conduct

##### 11.1. Declaration of policy.

Elected and appointed Town officers, RTM members, members of boards, commissions, authorities, and committees, and all employees of the Town shall demonstrate by their example the highest standards of ethical conduct, to the end that the public may justifiably have trust and confidence in the integrity of government. As agents of public purpose, they shall hold their offices or positions for the benefit of the public, shall recognize that the public interest is their primary concern, and shall faithfully discharge the duties of their offices regardless of personal considerations.

##### 11.2. Conflicts of interest.

No elected or appointed Town officer or employee or RTM member or any member of any authority, board, commission, or committee shall:

- A. Solicit or accept any gift, directly or indirectly, whether in the form of money, loan, gratuity, favor, service, thing or promise, or in any other form, under circumstances in which it can reasonably be inferred that the gift is intended to influence the Town officer, employee, or member in the performance of official duties; (Nothing in this paragraph shall preclude the solicitation or acceptance of lawful contributions for election campaigns.
- B. Disclose confidential information gained by reason of the office or position or use such information for the personal gain or benefit of anyone;
- C. Knowingly have or acquire any financial interest or any personal beneficial interest, direct or indirect, in any contract or purchase order for any supplies, materials, equipment or contractual services furnished to or used by the Town in connection with any project, matter or thing which comes within the Town officer's, employee's, or member's jurisdiction or the jurisdiction of the board, commission, authority, committee or body of which the person is a member (unless such interest is acquired through being the lowest responsible bidder after public advertisement); or
- D. Engage in any business transaction or activity or have a financial interest, direct or indirect, which is incompatible with the proper discharge of the official duties or which may tend to impair the independence of judgment in the performance of the Town officer's, employee's, or member's official duties.

### **Exhibit A – Applicable Town Charter and Town Code Sections**

#### 11.3. Disclosure of interest.

Any elected or appointed Town officer or employee, RTM member, or member of any board, commission, authority, or committee who possesses or who acquires such private interest as might reasonably tend to create a conflict with the public interest shall make disclosure thereof to such board, commission, authority, committee, or body and such person shall be disqualified from action on any matter involving the private interest.

#### 11.4. Fair and equal treatment.

No elected or appointed Town officer or employee, RTM member, or member of any board, commission, authority or committee shall use an official position to secure or grant special consideration, treatment, advantage, privilege, or exemption to himself or herself or to any person beyond that which is available to every other person. This provision is not intended to prevent an RTM member from properly representing the people of the member's district.

#### 11.5. Penalties and disciplinary action for violations.

The failure to comply with, or any violation of, the standards of conduct established by this Charter shall be grounds for the removal from office or discharge from employment of the offending Town officer, employee, RTM member, or member of any board, commission, authority, or committee and the Board of Selectmen in its discretion may void any contract entered into or adopted in violation of this Charter. The Board of Selectmen or the Ethics Commission may recommend disciplinary measures for RTM members who fail to comply with, or who violate, these standards, but the RTM retains the final authority to discipline its members.

**Exhibit A – Applicable Town Charter and Town Code Sections**

§ 4-5

§ 4-7

**ARTICLE II**  
**Disposal of Surplus Property**

**§ 4-5. Personal property.**

- A. Whenever any town officer, board or commission determines that any article of personal property under its jurisdiction is no longer useful for its purposes and should be disposed of, it shall notify the PURCHASING AUTHORITY and shall furnish the PURCHASING AUTHORITY with a description of such property. The PURCHASING AUTHORITY shall thereupon notify each other town officer, board or commission of the availability of such property.
- B. If some other officer, board or commission shall, within 10 days after such notice, advise the PURCHASING AUTHORITY that such property, or any of it, will be useful for its purposes, the PURCHASING AUTHORITY shall notify the Board of Finance, and such transfer of the property shall be made as shall be approved by the Board of Finance.
- C. If no officer, board or commission shall, within 10 days after such notice, advise the PURCHASING AUTHORITY that any of such property will be useful for its purposes or if no transfer of such property shall be approved by the Board of Finance, the PURCHASING AUTHORITY shall proceed to dispose of such property by sale or, if a sale be not feasible, by any other means which it shall deem reasonable.
- D. Before selling any of such property, the PURCHASING AUTHORITY shall determine its value, and, if such value is more than \$100, the PURCHASING AUTHORITY shall advertise for bids and shall sell such property to the highest bidder.

**§ 4-6. (Reserved)<sup>1</sup>**

**§ 4-7. Conveyances and bills of sale.**

Any instrument conveying any real property under the authority of this article shall be executed and delivered in the name of the town by not less than two of the Selectmen and the Tax Assessor. Any bill of sale of personal property transferred under the authority of this article shall be executed and delivered in the name of the town by both members of the PURCHASING AUTHORITY.

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1. Editor's Note: Former § 4-6, Real property, was repealed 8-25-1986. See Ch. 35, Real Property Management.

# **Town of Fairfield Purchasing Policy**

## **Exhibit A – Applicable Town Charter and Town Code Sections**

### Chapter 21 ETHICS

#### **GENERAL REFERENCES**

#### **Standards of Conduct — See Charter, Art. XI.**

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#### **§ 21-1. Obligations of members of boards, commissions and committees.**

Except as otherwise provided by the Code of the Town of Fairfield, at the first regular meeting of every board, commission or committee, on or after December 1, 2004, and not less than annually thereafter, the chairman of each such board, commission or committee, or their designee, shall advise its members of his/her obligations to ethics, conduct, freedom of information and conflicts of interest.

#### **§ 21-2. Standards of conduct.**

All newly elected or appointed members of all boards, commission, committees and the RTM, elected or appointed after January 1, 2005, shall be provided with written copies of the Standards of Conduct set forth in Article XI of the Charter of the Town of Fairfield by the chairman of each such board, commission, committee or his/her designee.

#### **§ 21-3. Obligations of directors, superintendents and managers.**

In January of 2005 and not less than annually thereafter, the First Selectman or his designee shall advise the directors, superintendents, and managers of all Town departments, in writing, of their obligation to ethics, conduct, freedom of information and conflicts of interest.

#### **§ 21-4. Effect on Charter provisions.**

This section shall not be interpreted to alter, amend and/or modify in any way any existing provisions of the Charter of the Town of Fairfield.

# ***Town Required Documentation Forms***

*(Actual forms are to be completed in Excel)*

# Town of Fairfield Purchasing Policy

## EXHIBIT B

**REQUEST FOR QUOTATION  
TOWN OF FAIRFIELD  
*Purchasing Authority*  
725 OLD POST ROAD  
FAIRFIELD, CONNECTICUT 06824**

DATE \_\_\_\_\_

**SUPPLIER:**

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**DELIVER TO:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**QUOTE EXPIRATION DATE:**

**PREPARED BY:**

**REQUIRED DATE:**

**ASAP**

**DESCRIPTION**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\$ \_\_\_\_\_ Lump Sum

Exceptions/Substitutions/Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# Town of Fairfield Purchasing Policy

## **EXHIBIT C**

### EMERGENCY JUSTIFICATION FORM

This questionnaire has been designed to assist departments in providing information necessary in the processing of emergency requisitions for the purchase of products or services. Please complete and forward to the Purchasing Department. If more space is needed, please attach additional page(s).

<b>REQUISITION NO.:</b>									
1	<div style="border: 1px solid black; padding: 5px;"> State the reason for the emergency purchase by explaining what the emergency is and what caused the emergency situation: </div>								
2	<div style="border: 1px solid black; padding: 5px;"> State the facts that lead to the conclusion that injury or damage to property or human life will occur if needs are not satisfied immediately (do not simply say there will be injury or damage to property or human life): </div>								
3	<div style="border: 1px solid black; padding: 5px;"> State why the needs were not or could not be anticipated so that goods or services could not have been purchased using the Bid Process. </div>								
4	<div style="border: 1px solid black; padding: 5px;"> State the reason and process used for selecting the vendor (Attach all quotes/proposals received from other sources, if applicable): </div>								
<p><b>I certify that the above statements are true and correct, and that no other material fact or consideration offered or given has influenced this recommendation for an emergency procurement.</b></p>									
<p><b>Submitted by:</b></p>									
<table style="width: 100%; border: none;"> <tr> <td style="width: 60%; border-bottom: 1px solid black;"></td> <td style="width: 40%; border-bottom: 1px solid black;"></td> </tr> <tr> <td style="text-align: center;"><b>Printed/typed Name &amp; Title</b></td> <td style="text-align: center;"><b>Department</b></td> </tr> <tr> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="text-align: center;"><b>Authorized Signature</b></td> <td style="text-align: center;"><b>Date</b></td> </tr> </table>				<b>Printed/typed Name &amp; Title</b>	<b>Department</b>			<b>Authorized Signature</b>	<b>Date</b>
<b>Printed/typed Name &amp; Title</b>	<b>Department</b>								
<b>Authorized Signature</b>	<b>Date</b>								
<p><b>(OFFICE USE ONLY)</b></p>									
<p><b>APPROVED EMERGENCY</b></p>									
<p><b>By:</b></p> <p><b>Director of Purchasing</b></p>	<p><b>Date</b></p>								
<p><b>By:</b></p> <p><b>First Selectperson</b></p>	<p><b>Date</b></p>								

# Town of Fairfield Purchasing Policy

<b>EXHIBIT D</b>		
<b>Documentation of Sole-Source Purchase/ Waiver of Bid Form</b>		
<b>Requisition Number</b>		
The bidding for the following item is request to be waived for the following reason:		
Description of Purchase / Quantity		
Item Cost		
Vendor Name/Address		
<b>Select Reason for Request</b>		<b>Detailed Explanation for Reason Selected</b>
Sole Source		
Single Source		
Emergency		
Town system/prior purchase, patented, copyrighted, or proprietary data		
Other		
Possible alternate sources considered		

## Town of Fairfield Purchasing Policy

<b>Submitted by:</b>		
		<b>Printed/Typed Name &amp; Title</b>
		<b>Authorized Signature</b>
<b>Department</b>		
<b>Date</b>		
<b>(OFFICE USE ONLY)</b>		
<b>APPROVAL</b>		
<b>By:</b>		
<b>Director of Purchasing</b>		
<b>Date</b>		
<b>By:</b>		
<b>First Selectperson</b>		
<b>Date</b>		

Town of Fairfield									
Bid Results Form									
Bid Name / Description / Number	Amount	Bid #	Trade / Discount	Net Cost	Delivery Date	Notes			
Bidder Name									
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
<u>Required 2 employee signatures</u>									
<div> <div> Name </div> <div> Positions </div> </div>									
Witnessed By									

# Town of Fairfield Purchasing Policy

## EXHIBIT F

### Town of Fairfield Bid Control Sheet

				Verified Performed By	Date
Bid Name					
Bid Number					
Department					
Due Date/Opening					
Submitted By					
<b><u>RFB Preparation and Communication</u></b>					
Bid Notification					
Request for RFP published in local paper					
RFP posted in Town website					
RFP listed with State Department of Administrative Services					
State or Consortium Bid #					
<b><u>Bid Opening</u></b>					
Bid opening announced					
Bid tabulation sheet prepared and retained					
Bid tabulation sheet signed by 2 purchasing department employees					
All bids received (vendor and amount) posted to Town Website					

# Town of Fairfield Purchasing Policy

## **EXHIBIT F**

<b><u>Bid Award</u></b>					
Adherence to bid requirements					
Addenda acknowledged					
Copies of any licenses/permits received (if applicable)					
Bid bond received (if applicable)					
Delinquent tax status verified					
Insurance Certificate obtained and verified to levels requested (if applicable)					
Bid Awarded to:					
Award posted to Town website					
		Company Name		Amount	
<b><u>Bids Submitted (list):</u></b>					

# Town of Fairfield Purchasing Policy

<b><u>EXHIBIT G</u></b>						
Bid Number			Project Name			
	<u>Bidder Information:</u>			<u>Surety Company Information:</u>		
Company Name						
Address						
Telephone Number						
Bond Validation Checklist:	Bid Bond		Performance Bond		Payment Bond	
1. Confirm that the following information is on the surety bond document:						
(a) Bond Number	Yes ___ No ___		(b) Surety Company and complete address	Yes ___ No ___		
(c) Contractor's Name and address	Yes ___ No ___		(d) Town's name and complete address	Yes ___ No ___		
(e) Bond Issuance Date	Yes ___ No ___		(f) Construction Contract Date	Yes ___ No ___		
(f) Bond amount numeric & figure	Yes ___ No ___		(g) Bond amount values = 100% of bid amount	Yes ___ No ___		
(h) Contractor signed the bond	Yes ___ No ___		(i) Surety Company signed the bond	Yes ___ No ___		
2. Is the Surety Company licensed to issue bonds in the State of Connecticut?				Yes ___ No ___		
3. Does the Surety Company have an A-VII rating or better as reported by A.M. Best?				Yes ___ No ___		
4. Is the Surety Company listed on the US Government Department of Treasury's list of certified surety companies?				Yes ___ No ___		
5. Has the Surety company been contacted to validate the bond was authorized?				Yes ___ No ___		

Town of Fairfield Purchasing Policy

EXHIBIT G

6. Confirm the following information with the bonding company:							
Bond Number		Contractor Name & Address				Bond Amount	
Bond Issuance Date		Confirm name(s) of people who signed the bond					
Review Completed by						Date	

## **Exhibit H**

### **Add Town Sample Contract Terms**

## **Exhibit I**

### **New Vendor Information/Approval Form**

**To be developed**

# ***Federal and State Regulations and Other Requirements***

# Town of Fairfield Purchasing Policy

## Exhibit J - Federal Regulations and Requirements

### Uniform Guidance Purchasing Policy Addendum

The Town of Fairfield will following the procedures for all federal purchases as required by the Code of Federal Regulations (CFR) Sections 200.320 to 200.327. This includes federally fund projects that are passed through the State of Connecticut.

The objective of the policy is to ensure that:

- Oversight must be maintained to ensure contractors perform in accordance with terms/conditions/specifications of contracts
- Contracts are awarded only to responsible contractors
- Records must be sufficiently maintained to detail the history of procurement
- Transactions are conducted in a manner providing full and open competition
- Potential bidders are not be precluded from qualifying during the solicitation period (including local preference policies)
- Avoid acquisition of unnecessary or duplicative items

In addition, the Town's purchasing procedures will include the following requirements in accordance with the CFR:

CFR Section		Requirement		Procedures
200.321		<b>Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.</b>		The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible including:
			1	Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
			2	Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
			3	Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
			4	Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
			5	Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
			6	Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

# Town of Fairfield Purchasing Policy

## Uniform Guidance Purchasing Policy Addendum

CFR Section		Requirement		Procedures
200.322		Domestic preferences for procurements.		As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included
200.323		Procurement of Recovered Materials		State Requirement
200.324		Contract cost and price		The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.
				The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
				Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under subpart E of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.
				The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

# Town of Fairfield Purchasing Policy

## Uniform Guidance Purchasing Policy Addendum

CFR Section		Requirement		Procedures
200.325		Federal awarding agency or pass-through entity review		The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.
				The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates
200.326		Bonding requirements.		For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:
			a	A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
			b	A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.
			c	A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

# Town of Fairfield Purchasing Policy

## Uniform Guidance Purchasing Policy Addendum

CFR Section		Requirement		Procedures
200.327		Contract provisions		The non-Federal entity's contracts must contain the applicable provisions described in appendix II to this part.
			A	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
			B	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
			C	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b)
			D	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
			E	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

# Town of Fairfield Purchasing Policy

## Uniform Guidance Purchasing Policy Addendum

CFR Section		Requirement		Procedures
200.327		Contract provisions	F	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
			G	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). V
			H	Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” S
			I	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

# Town of Fairfield Purchasing Policy

## Uniform Guidance Purchasing Policy Addendum

Uniform Guidance defines 5 methods of procurement and the requirements for each type. The Town's policy is to follow the procedures as required and described in the following table:

Procurement Type	Dollar Threshold	Procedures
Micro-purchase	\$0 – \$10,000	No bid or quote required if price is considered to be reasonable. Reasonableness could be determined by comparing the price to past purchases or other published prices and/or requesting prices from more than one vendor. When possible, purchases will be distributed equitably among a range of qualified vendors
Small purchases	\$10,001 – 250,000	Price or rate quotes must be obtained from at least 2 sources Price quotes, including phone quotes must be formally documented and retained. Price does not need to be deciding factor
Sealed bid	\$250,001 and greater	Bids must be formally solicited from an adequate number of vendors (2 or more) Bids must be publicly advertised Bids/RFP package will provide sufficient response time The request for bid or proposal will clearly define details and scope of the project, the items or services requested from the bidder including the timeline Bids will be opened publically Bids will be awarded based upon firm fixed price contract made in writing to the lowest responsive and responsible bidder Any or all bids may be rejected if by the Town for based upon cancellation of the project, change in needs or any other valid reason. The reason for rejecting all bid must be formally documented

## **Exhibit J - Federal Regulations and Requirements**

### **Davis-Bacon Act**

If Federal funding is involved in the project and if the total amount of the project, including any current or future change orders, exceeds \$100,000.00 all work is to be done in accordance with the Davis-Bacon Act as amended; All current Davis Bacon wage information may be accessed online at no cost at [www.ctdol.state.ct.us](http://www.ctdol.state.ct.us)

The Town will apply the most current wage decision applicable at the time of contract award.

# **Exhibit K - State of CT Regulations and Requirements**

### **State Contractor Requirements**

**Performance and Labor and Material Payment Bond:** A Performance and Labor & Material Payment Bond is a written contract between the contractor and the Town guaranteeing that the work will be completed in accordance with the contract. Under the performance bond, the work is guaranteed against defects in workmanship or materials for at least one year after the work is completed. The bond guarantees that the contractor will pay when due all labor and material bills arising out of the work that the contractor is obligated to perform.

If required in the solicitation invitation, the successful bidder, within seven (7) business days after notification of award, will be required to furnish Performance and Labor and Material Bond provided by a company authorized to issue such bonds in the State of Connecticut, or Certified Check or properly executed Irrevocable Letter of Credit equal to a hundred per cent (100%) of the award.

Per Connecticut General Statute 49-41 a Performance Bond is required for all construction projects in excess of \$100,000.00

In the event that the Contractor where required to provide evidence of insurance and a performance bond does not do so before beginning work, the Town of Fairfield reserves the right to withhold payment from such supplier until the evidence of insurance and performance bond has been received by the Town.

For a bid or proposal greater than \$100,000.00, a letter from the bonding company stating that the Performance Bond can be obtained within seven (7) days of request may be requested to be provided with contractor's response to the solicitation.

**Retainage:** For construction projects, the Town will retain 5% of the total project cost until such time as a guarantee bond, satisfactory to the office of the PURCHASING AUTHORITY is posted with the Town (sect. 109-15, Gen. Cond. for Construction) or other terms for retainage are specifically stated in the contract for this project

**Prevailing Wages:** All contracts for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration, or repair of any public works project shall contain the following provision, when (1) the cost of new construction of any public works project is \$400,000 or more; or (2) the total cost of all work to be performed by all Contractors and subcontractors in connection with any alteration, repair, remodeling, refinishing, refurbishing or rehabilitation of any public works project is \$100,000 or more: The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each employee to any employee welfare fund described in Section 31-53 (h) of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the Town of Fairfield. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each payday. (General Statutes 31-53(a))

### **Exhibit K - State of CT Regulations and Requirements**

The Purchasing Department has the flexibility to request the minimum prevailing wages and include them in the Request For Bid (RFB) when a budgeted estimate is less than \$100,000.00 for renovation, or \$400,000.00 for new work, in the event that bids come in over the threshold for minimum prevailing wages.

The minimum prevailing wages paid on a project, when applicable, shall be as shown on the State of Connecticut Labor Department, Wage and Workplace Standards Division, 'Schedule of Prevailing Rates.' Except as noted below, the Contractor shall comply with the current provisions of Connecticut General Statutes §31-53, a. part of which is quoted as follows:

"The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee or welfare fund, as defined in subsection (H) of section 31-53 of the General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the Town in which such public works project is being constructed. Any Contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day."

For qualifying projects, all Contractors and Subcontractors shall submit certified weekly payrolls on forms furnished by the Town for all contracts meeting the stated monetary limits. The certified payrolls shall be submitted with the Contractor's monthly certificate for payment.

Public Act #02-69, "An Act Concerning Annual Adjustments to Prevailing Wages," passed and signed into law on October 1, 2002, is summarized below and shall be followed.

The prevailing wage rates applicable to any awarded contract or subcontract are subject to annual adjustments each July 1 for the duration of the project. Each contractor that is awarded a contract shall pay the annual adjusted prevailing wage rate that is in effect each July 1, as posted by the Department of Labor.

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor web site. The annual adjustments will be posted on the Department of Labor's web page: [www.ctdol.state.ct.us](http://www.ctdol.state.ct.us). Contractors without internet access must contact the division listed below. Contractor's questions can be directed to:

Contract Compliance Unit  
Wage and Workplace Standards Division  
Connecticut Department of Labor  
200 Folly Brook Blvd.,  
Wethersfield, CT 06109  
Phone: 1-860-263-6790

### **Exhibit K - State of CT Regulations and Requirements**

**Non-Resident Contractors:** Registration by out-of-state corporations with the Connecticut Secretary of State, 30 Trinity Street, Hartford CT 06106, telephone 860-509-6002, is required by law as a condition for doing business in the State of Connecticut.

As of 2011 the State of Connecticut recognizes two classes of nonresident contractors, verified and unverified. The State of Connecticut Department of Revenue Services' Special Notice, SN 2012(2) to this Purchasing Policy Manual, provides the definition of "nonresident contractor" and explains changes made to the requirement for nonresident contractors to provide bonds.

A nonresident prime or general contractor may gain verified status by completing and submitting Form AU-960, Nonresident Contractor Request For Verified Contractor Status, if the contractor has three years' prior history in the State of having been registered for all applicable taxes, has filed all required tax returns with the Department of Revenue Services (DRS) and has no outstanding tax liabilities to the DRS.

For the nonresident contractor who does not have three years' history in the State as indicated above but meets the State's other requirements, the nonresident contractor must submit the completed Form AU-960 and Form AU-961, the Verification Bond, to the State.

Once the nonresident contractor has gone through the verification process and has received the Letter of Verification from the DRS, the contractor has been granted "verified" status.

If a nonresident contractor has not gone through the verification process, it is classified as "unverified"

The Town of Fairfield requires that a nonresident contractor must be verified through the State of Connecticut Department of Revenue Services (DRS) and submit a copy of its letter of verification with its bid if the bid is at or over \$250,000.00.

A bid at or over \$250,000.00 from a nonresident contractor will not be considered responsive if the contractor has not achieved verified status at the due date and time for the bid. The exception to this requirement shall be if there has been one bidder only in a particular bid process or the Town determines that it is in its best interests to waive this requirement. In this case, the Town reserves the right to modify this requirement. However, any modification to this requirement shall be in compliance with the State of Connecticut Department of Revenue Services Special Notice, SN2012 (2).

### **Exhibit K - State of CT Regulations and Requirements**

If the Town waives the verification requirement for a nonresident contractor, it shall be the responsibility of the department whose funds are encumbered under the contract to withhold 5% of all payments made to the contractor to cover taxes due to the State of Connecticut. Payments withheld from the nonresident contractor may be released if proof of verification status in the form of a letter of verification is received. Payments withheld from the nonresident contract may also be released to the contractor if the contractor has filed a surety bond, Form AU-964, with the Department of Revenue Services in the amount equal to 5% of the contract price. If 90 days after the date of contract completion the Town of Fairfield has not received proof of verification or proof of the single surety bond being filed with the State DRS, Finance shall declare the amount of the withholding on line 4 of the State's Sales & Use Tax Return and send the form with the check to the Department of Revenue Services.

Questions concerning this statute should be addressed to the Commissioner of Revenue Services for the State of Connecticut, Department of Revenue Services, 92 Farmington Avenue, Hartford CT 06115.

**State of Connecticut Contractor Prequalification Program:** The DAS Contractor Prequalification Program (C.G.S §4a-100) requires all contractors to prequalify before they can bid on a contract or perform work pursuant to a contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or any other public work by the state or a municipality, estimated to cost more than \$500,000 and which is funded in whole or in part with state funds, except a public highway or bridge project or any other construction project administered by the Department of Transportation.

Any individual trade contract award which exceeds \$500,000 in value must comply with the State of Connecticut Department of Administrative Services' (DAS) Contractor Prequalification Program (Connecticut General Statutes §4a-100, 4b-101 and 4b-91). These contractors must hold a current DAS Contractor Prequalification certificate. The bid submission work must contain their current prequalification certificate and the update (bid) statement, in addition to the other bid submission materials required herein.

With this Act, the definition of the "lowest responsible and qualified bidder" is changed to include a State of Connecticut prequalified bidder for those projects meeting the above criteria.

The Act has affected other changes as well. Advertisements for bids on qualifying projects must include the prequalification classification and aggregate work capacity required. The aggregate work capacity rating shall be according to the levels given below with the associated rating fee:

### **Exhibit K - State of CT Regulations and Requirements**

Aggregate Work Capacity Rating	Contractor Fee for Prequalification Fee
\$ 5,000,000.00 or less	\$ 600.00
\$ 5,000,000.01 to \$8,000,000	\$ 750.00
\$ 8,000,000.01 to \$10,000,000	\$ 850.00
\$10,000,000.01 to \$15,000,000.00	\$1,000.00
\$15,000,000.01 to \$20,000,000.00	\$1,500.00
\$20,000,000.01 to \$40,000,000.00	\$2,000.00
\$40,000,000.01 or more	\$2,500.00

Once a contractor is prequalified, he/she is issued a prequalification certificate, which is in effect for one year from the date issued. Any bid for a project that requires prequalification must include a copy of the bidder's prequalification certificate showing the aggregate work capacity rating required under the contract and any update statements showing renewal of certificate and/or change in aggregate work capacity. Bids not having a copy of the prequalification certificate and any update statements are to be considered invalid. Before award is made, department must verify with the company that their aggregate work capacity rating will not be exceeded by virtue of receiving this award.

For each qualifying project, it is necessary that the report in the form of the standard Contractor Performance Evaluation Form, be completed by the project manager when the project is 50% completed and 100% completed.

It is highly recommended that the full DAS Contractor Prequalification Program Act, C.G.S. Section 4a-100, be reviewed by the initiating department for all pertinent details.

For more information on the prequalification process, you may contact the State of Connecticut Department of Administrative Services, Construction Contractor Prequalification Unit at:

Construction Contractor Prequalification  
165 Capitol Avenue, 5th Floor South  
Hartford, CT 06106  
**(860) 713-5280**  
**Fax: (860) 622-2867**  
E-mail: [DAS.Prequalification@ct.gov](mailto:DAS.Prequalification@ct.gov)  
Contact: Prequalification Program  
Website: <http://das.ct.gov/cr1.aspx?page=10>

**Construction or Repair of a public building:** All contracts for the construction or repair of a public building are required by law to contain the following provisions:

### **Exhibit K - State of CT Regulations and Requirements**

In the employment of labor to perform the work specified herein, preference shall be given to citizens of the United States, who are, and continuously for at least three months prior to the date hereof have been, residents of the labor market areas, as established by the labor commissioner of the State of Connecticut, in which such work is to be done, and if no such qualified person is available, then to citizens who have continuously resided in the county in which the work is to be performed (Fairfield County) for at least three months prior to the date hereof, and then to citizens of the State who have continuously resided in the State at least three months prior to the date of this Contract. In no event shall these provisions be deemed to abrogate or supersede, in any manner, any provision regarding residency requirements contained in any collective bargaining agreement to which the contractor is a party.(General Statutes 31-52 and 31-52b)

All contracts in connection with a public works project, except for public works buildings as described above, are required to contain the following provisions:

In the employment of mechanical laborers or workmen to perform the work specified herein, preference shall be given to residents of the state who are, and continuously for at least six months prior to the date of the contract have been residents of this state, and if no such person is available then the residents of other states, provided that this provision shall not apply where its application shall abrogate or supersede any provision regarding residence requirements in a collective bargaining agreement to which the Contractor is a party (General Statutes 31-52a and 31-52b)

# **Exhibit K - State of CT Regulations and Requirements**

### **COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES**

#### **CONTRACT COMPLIANCE REGULATIONS**

#### **NOTIFICATION TO BIDDERS**

**(Revised 09/3/15)**

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n.” “Minority” groups are defined in Section 32-9n of the Connecticut General Statutes as “(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

- (a) the bidder’s success in implementing an affirmative action plan
- (b) the bidder’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive
- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area
- (e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

### **Exhibit K - State of CT Regulations and Requirements**

#### **Nondiscrimination:**

The Contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation.

The Contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission on human rights and opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f of the general statutes and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f of the general statutes.

The Contractor agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56 of the general statutes.

The Contractor shall include the foregoing provisions in every subcontract or purchase order entered into in order to fulfill any obligation of this contract and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission.

### **Exhibit K - State of CT Regulations and Requirements**

**Connecticut General Statutes, Chapter 173, Public School Building Projects Sec. 10-287. (b) (1)**

Installment Payment Of Grants. Construction Contracts Subject To Bid. Withholding Of State Grant Payment; Conditions. Submission Of Final Grant Application; Forfeiture Of State Grant. - Requires all orders and contracts for school building construction costing more than ten thousand dollars, and receiving state assistance, to be awarded to the lowest qualified bidder only after a public invitation to bid, which must be advertised in a newspaper having circulation in the town. **Requires that orders and contracts for architectural or construction management services be put to bid on any school building construction project receiving state assistance.** If the commissioner determines that a building project has not met the approved conditions, the state board of education may withhold subsequent payments or require repayment of all state grants. Each school district must submit a final grant application within one year from date of completion of construction project. Failure to submit application could result in the forfeiture of ten percent of state reimbursement.

**Note:** Concerning **Sec. 10-287. (b) (1)**: P.A. 73-215 provided exception to requirement for bids for contracts of less than \$10,000 and those of an emergency nature. P.A. 94-245 - amended Subsec. (d) to remove forfeiture provision for failure to submit a final grant application within the required time frame and to substitute provision permitting the commissioner to withhold ten per cent of the state reimbursement for such project.

# ***Vendor Information and Required Forms***

## **Exhibit L      Terms and Conditions**

### **PURCHASING AUTHORITY**

### **TOWN OF FAIRFIELD**

### **INSTRUCTIONS FOR BIDDERS**

### **TERMS AND CONDITIONS OF BID**

### **BID PROPOSALS**

Bid proposals are to be submitted in a sealed envelope and clearly marked on the outside “**BID #xxxx-xx**” including all outer packaging such as DHL, FedEx, UPS, etc. All prices and notations must be printed in ink or typewritten. No erasures are permitted. Bid proposals are to be in the office of the PURCHASING AUTHORITY, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut, prior to date and time specified, at which time they will be publicly opened.

### **RIGHT TO ACCEPT / REJECT**

After review of all factors, terms and conditions, including price, the PURCHASING AUTHORITY of the Town of Fairfield reserves the right to reject any and all bids, or any part thereof, or waive defects in same, or accept any proposal deemed to be in the best interest of the Town.

### **QUESTIONS**

Questions concerning conditions, bidding guidelines and specifications should only be directed in writing to:

**Ms. Lee A. Flaherty, Junior Buyer:** [LFlaherty@fairfieldct.org](mailto:LFlaherty@fairfieldct.org)

Inquiries must reference date of bid opening, requisition or contract number, and must be received no later than as indicated in the bid documents prior to date of bid opening. Failure to comply with these conditions will result in the bidder waiving the right to dispute the bid specifications and conditions.

### **PRICES**

Prices quoted must be firm, for acceptance by the Town of Fairfield, for a period of ninety (90) days. Prices shall include all applicable duties. Bidders shall be required to deliver awarded items at prices quoted in their original bid.

### **F.O.B. DESTINATION**

Prices quoted shall be Net – Delivered to destination. Bids quoting other than F.O.B. Destination may be rejected.

## **Exhibit L      Terms and Conditions**

### **BID BOND**

- The Bid Bond furnished, as bid security, must be duly executed by the bidder as principal. It must be in the amount equal to five percent (5%) of the total estimated bid, as guarantee that, in case the contract is awarded to the bidder, the bidder will, within ten days thereafter, execute such contract and furnish a Performance Bond and Payment Bond.
- Small businesses may elect to obtain an irrevocable letter of credit or cashier's check in lieu of the Bid Bond. Such surety must also be in an amount equal to at least five percent (5%) of the total estimated bid.
- All bid bonds shall be written by a surety company or companies licensed in the State of Connecticut, and shall have at least an A-VII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if an approved surety bond cannot be provided, the bidder shall be deemed non-responsive.
- A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website: [https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570\\_a-z.htm](https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm)
- Failure to provide a Bid Bond or equivalent security is not cause for a waiver defect. Any bid not accompanied by such security will be excluded from consideration.

### **PERMITS**

The contractor will be responsible for securing all necessary permits, state and local, as required by the Town of Fairfield. The Town will waive its application and permit fees for Town of Fairfield projects.

### **PAYMENT PROCEDURES**

No voucher, claim or charge against the Town shall be paid without the approval of the Fiscal Officer for correctness and legality. Appropriate checks shall be drawn by the Fiscal Officer for approved claims or charges and they shall be valid without countersignature unless the Board of Selectmen otherwise prescribed.

## **Exhibit L      Terms and Conditions**

### **PAYMENT PERIOD**

The Town of Fairfield shall put forth its best effort to make payment within thirty days (30) after delivery of the item acceptance of the work, or receipt of a properly completed invoice, whichever is later. Payment period shall be net thirty days (30) unless otherwise specified. For projects that do not require a performance or bid bond, The Town of Fairfield reserves the right to retain five percent (5%) of total bid amount, which is payable ninety (90) days after final payment or acceptance of the work.

### **THE CONTRACTOR**

The Contractor for the work described shall be thoroughly familiar with the requirements of all specifications, and the actual physical conditions of various job sites. The submission of a proposal shall be construed as evidence that the Contractor has examined the actual job conditions, requirements, and specifications. Any claim for labor, equipment, or materials required, or difficulties encountered which could have been foreseen had such an examination been carefully made will not be recognized.

### **ASSIGNMENT OF CONTRACT**

No contract may be assigned or transferred without the consent of the PURCHASING AUTHORITY.

### **AWARD OF BIDS**

Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications, except as otherwise specified in the invitation. If more than one item is specified in the invitation, the Town of Fairfield reserves the right to determine the low bidder on an individual basis or on the basis of all items included in the Invitation for Bids, unless otherwise expressed by the Town. Additionally, the Town reserves the right to consider other factors in an award, such as the Town's prior experience with a vendor for services previously provided.

### **PERFORMANCE AND LABOR AND MATERIAL BOND**

The successful bidder, within seven (7) business days after notification of award, will be required to furnish Performance and Labor and Material Bond provided by a company authorized to issue such bonds in the State of Connecticut, or Certified Check or properly executed Irrevocable Letter of Credit equal to a hundred per cent (100%) of the award.

In the event that the Contractor where required to provide evidence of insurance and a performance bond does not do so before beginning work, the Town of Fairfield reserves the right to withhold payment from such supplier until the evidence of insurance and performance bond has been received by the Town.

## **Exhibit L      Terms and Conditions**

All payment and performance bonds shall be written by a surety company or companies licensed to issue bonds in the State of Connecticut, and shall have at least an A-VIII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if approved surety bonds cannot be provided the contract shall be terminated.

A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website: [https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570\\_a-z.htm](https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm)

### **BOND REQUIREMENT – NON-RESIDENT CONTRACTORS**

1. Non-resident contractors are required to deposit with the Department of Revenue Services a sum equivalent to 5% of the total contract value, as assurance that personal property taxes and/or any other State taxes assessed and due the State during the contract will be paid.
2. If this surety is not deposited with the State, the Town is required to deduct and submit to the State 5% of the total contract value.

### **GUARANTEE**

Equipment, materials and/or work executed shall be guaranteed for a minimum period of one (1) year against defective material and workmanship. The cost of all labor, materials, shipping charges and other expenses in conjunction with the replacement of defective equipment, and/or unsatisfactory work, shall be borne by the Contractor.

### **CATALOGUE REFERENCE**

Unless expressly stated otherwise, any and all reference to commercial types, sales, trade names and catalogues are intended to be descriptive only and not restrictive; the intent is to indicate the kind and quality of the articles that will be acceptable. Bids on other equivalent makes, or with reference to other catalogue items will be considered. The bidder is to clearly state exactly what will be furnished. Where possible and feasible, submit an illustration, descriptive material, and/or product sample.

## **Exhibit L      Terms and Conditions**

### **REQUIRED DISCLOSURES**

In its Proposal Form each proposer must disclose, if applicable:

- Its inability or unwillingness to meet any requirement of this RFP, including but not only any of the Contract Terms contained in Section 26, below;
- If it is listed on the State of Connecticut's Debarment List
- If it is ineligible, pursuant to Conn. Gen. Stat. § 31-57b, to be awarded the Contract because of occupational safety and health law violations;
- All resolved and pending arbitrations and litigation matters in which the proposer or any of its principals (regardless of place of employment) have been involved within the last ten (10) years;
- All criminal proceedings in which the proposer or any of its principals (regardless of place of employment) has ever been the subject; and
- Each instance in which it or any of its principals (regardless of place of employment) has ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of proposals or bids or the performance of work on public works projects or contracts.

A proposer's acceptability based on these disclosures lies solely in the Town's discretion.

### **REFERENCES**

Each proposer must provide references for similar projects

# Town of Fairfield Purchasing Policy

## **Exhibit M Insurance**

### **INSURANCE**

The Contractor shall not commence any work under the Contract until all insurance required by this section has been obtained and Certificates of Insurance and any other evidence of required coverage requested by the Town, including a copy of the policy itself, have been received and approved by the Town.

Such policies shall stipulate that no coverage can be changed or canceled, including for non-payment of premium, unless the Town has had thirty (30) days prior notice in writing. Certificates of renewals or changes in policies shall be delivered to the Owner at least thirty (30) days prior to the expiration of the policy.

The Town always reserves the right to reject insurance companies, if approved insurance policies cannot be provided the contract shall be terminated.

The insurance requirements set forth below are minimum limits of coverage only and in no way limit the Contractor's liability.

The following insurance is required to be maintained in full force until all work required by the contract has been fully completed, except that Products/Completed Operations coverage shall be maintained for five (5) years. Insurance will be primary and non/contributory with a 30-day notice of cancelation in favor of the Town of Fairfield. Insurance carriers will be no less than A-rated and admitted carrier or subject to review by Town of Fairfield.

Type of Insurance	Requirement
Worker's Compensation Insurance	The Contractor shall carry Worker's Compensation and Employer's Liability Insurance in the form and in such amounts as may be currently required to comply with the Labor Laws of the State of Connecticut.
Automobile Insurance	The Contractor shall carry and maintain during the life of the Contract a policy with a combined single limit of \$1,000,000 and rider CA9948 or equivalent.

This policy shall include all liability of the Contractor arising from the operation of all self-owned motor vehicles used in the performance of the Contract; and shall also include a "non-Ownership" provision covering the operation of motor vehicles not owned by the Contractor, but used in the performance of the work.

# Town of Fairfield Purchasing Policy

## Exhibit M Insurance

<b>Commercial General Liability</b>	
Bodily Injury and Property Damage	\$1,000,000 each occurrence / \$2,000,000 aggregate
Products/Completed Operations	\$1,000,000 each occurrence / \$2,000,000 aggregate
This policy shall include Subcontractor's Liability coverage, protecting the Contractor and the Town against liability arising out of the activities of Subcontractors engaged by him in the performance of the work.	
Umbrella/Excess Policy	An umbrella policy in the amount of \$5,000,000, with respect to all operations the Contractor performs, is required.
Waiver of Subrogation	Waiver of subrogation is required on all policies.
Pollution Liability Insurance	Where applicable, a policy in the amount of \$5,000,000 including coverage for transport and other offsite risks. Such policy must be given to the Town for review and determination of acceptability before an award will be made.

**Additional Insureds:** The Town of Fairfield, Fairfield Board of Education, its officers, officials, employees, agents, Boards, and Commissions shall be named as Additional Insureds on the General Contractor's and Subcontractors' Commercial General Liability, (for ongoing and completed operations), Automobile, and Umbrella. The coverage shall be primary and non-contributory and contain no special limitations on the scope of protection afforded to the Town of Fairfield. A waiver of subrogation applies under general liability, auto liability and workers compensation.

The coverage shall be primary and non-contributory and contain no special limitations on the scope of protection afforded to the Town of Fairfield. A waiver of subrogation applies under general liability, auto liability and workers compensation.

**Subcontractor's Insurance:** Each Subcontractor engaged by the Contractor to perform any work under the Contract shall obtain all insurance required of the Contractor in the same amounts and subject to the same provisions specified above for the Contractor, including the Additional Insured requirement. Certificates of Insurance shall be submitted to the Contractor and the Town and approved by the Town, before commencing any work.

## **Exhibit M Insurance**

### **HOLD HARMLESS**

Contractor shall defend, indemnify, and hold harmless the Town of Fairfield, its officers, employees, agents or volunteers, from and against any and all claims and demands of any nature for any loss, damage or injury which any person may suffer by reason of, or in any way arising out of, this Agreement, unless caused by the sole negligence of the Town.

### **OSHA**

The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with Federal and State of Connecticut OSHA standards. The successful bidder will agree to indemnify and hold harmless the Town of Fairfield for any and all damages that may be assessed against the Town.

### **LIFE CYCLE COSTING**

Where applicable, Life Cycle Costing will be used as a criterion for awarding bids. This is a method of calculating total cost of ownership of an item over the life of the product, which may include operation and maintenance expenses, transportation, salvage value, and/or disposal costs.

### **FEDERAL, STATE, AND LOCAL LAWS**

All applicable Federal, State and local laws, rules and regulations of all authorities having jurisdiction over the locality of the project shall apply to the contract and are deemed to be included herein. If the total amount of the project, including any current or future change orders, exceeds \$100,000.00 all work is to be done in accordance with Connecticut Department of Labor (CT-DOL) rules and regulations. More information may be obtained from: [www.ctdol.state.ct.us](http://www.ctdol.state.ct.us)

The Davis-Bacon and Related Acts, shall apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. More information may be obtained from: <https://www.dol.gov/whd/govcontracts/dbra.htm>

NOTE: The Town shall apply the most current wage decision applicable at the time of contract award.

## **Exhibit M Insurance**

### **CONFLICT OF INTEREST**

No officer or employee or member of any elective or appointive board, commission or committee of the Town, whether temporary or permanent, shall have or acquire any financial interest gained from a successful bid, direct or indirect, aggregating more than one hundred dollars (\$100.00), in any project, matter, contract or business within his/her jurisdiction or the jurisdiction of the board, commission, or committee of which he/she is a member. Nor shall the officer / employee / member have any financial interest, direct or indirect, aggregating more than one hundred dollars (\$100.00) in any contract or proposed contract for materials or services to be furnished or used in connection with any project, matter or thing which comes under his/her jurisdiction or the jurisdiction of the board, commission, committee of which he/she is a member.

### **NON- WAIVER CLAUSE**

The failure by the Town to require performance of any provision of this bid shall not affect the Town's right to require performance at any time thereafter, nor shall a waiver of any breach or default of a contract award constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

### **ATTORNEY FEES**

In the event of litigation relating to the subject matter of this bid document or any resulting contract award, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

### **SCOPE OF WORK/SITE INSPECTIONS**

The bidder declares that the scope of the work has been thoroughly reviewed and any questions resolved (see above for name and number of individual to contact for questions). If applicable, the bidder further declares that the site has been inspected as called for in the specifications (q.v.).

### **EXCEPTION TO SPECIFICATIONS**

No protest regarding the validity or appropriateness of the specifications or of the Invitation for Bids will be considered, unless the protest is filed in writing with the PURCHASING AUTHORITY prior to the closing date for the bids. All bid proposals rendered shall be considered meeting the attached specifications unless exceptions are noted on a separate page dated and signed by the bidder.

### **UNLESS OTHERWISE NOTED**

It will be assumed that all terms and conditions and specifications will be complied with and will be considered as part of the Bid Proposal.

# Town of Fairfield Purchasing Policy

## **Exhibit M Insurance**

### **TAX EXEMPT**

Federal Tax Exemption 06-6001998.

Exempt from State Sales Tax under State General Statutes Chapter 219-Section 12-412 Subsection A.

No exemption certificates are required and none will be issued.

## **INSURANCE REQUIREMENTS**

The Contractor shall not commence any work under the Contract until all insurance required by this section has been obtained and Certificates of Insurance and any other evidence of required coverage requested by the Town, including a copy of the policy itself, have been received and approved by the Town.

Such policies shall stipulate that no coverage can be changed or canceled, including for non-payment of premium, unless the Town has had thirty (30) days prior notice in writing. Certificates of renewals or changes in policies shall be delivered to the Owner at least thirty (30) days prior to the expiration of the policy.

The Town always reserves the right to reject insurance companies, if approved insurance policies cannot be provided the contract shall be terminated.

The insurance requirements set forth below are minimum limits of coverage only and in no way limit the Contractor's liability.

The following insurance is required to be maintained in full force until all work required by the contract has been fully completed, except that Products/Completed Operations coverage shall be maintained for five (5) years. Insurance will be primary and non/contributory with a 30-day notice of cancelation in favor of the Town of Fairfield. Insurance carriers will be no less than A-rated and admitted carrier or subject to review by Town of Fairfield.

Type of Insurance	Requirement
Worker's Compensation Insurance	The Contractor shall carry Worker's Compensation and Employer's Liability Insurance in the form and in such amounts as may be currently required to comply with the Labor Laws of the State of Connecticut.
Automobile Insurance	The Contractor shall carry and maintain during the life of the Contract a policy with a combined single limit of \$1,000,000 and rider CA9948 or equivalent.

## **Exhibit M Insurance**

## Town of Fairfield Purchasing Policy

This policy shall include all liability of the Contractor arising from the operation of all self-owned motor vehicles used in the performance of the Contract; and shall also include a “non-Ownership” provision covering the operation of motor vehicles not owned by the Contractor, but used in the performance of the work.		
<b><u>Commercial General Liability</u></b>		
Bodily Injury and Property Damage		\$1,000,000 each occurrence / \$2,000,000 aggregate
Products/Completed Operations		\$1,000,000 each occurrence / \$2,000,000 aggregate
This policy shall include Subcontractor's Liability coverage, protecting the Contractor and the Town against liability arising out of the activities of Subcontractors engaged by him in the performance of the work.		
Umbrella/Excess Policy		An umbrella policy in the amount of \$5,000,000, with respect to all operations the Contractor performs, is required.
Waiver of Subrogation		Waiver of subrogation is required on all policies.
Pollution Liability Insurance		Where applicable, a policy in the amount of \$5,000,000 including coverage for transport and other offsite risks. Such policy must be given to the Town for review and determination of acceptability before an award will be made.

**Additional Insureds:** The Town of Fairfield, Fairfield Board of Education, its officers, officials, employees, agents, Boards, and Commissions shall be named as Additional Insureds on the General Contractor's and Subcontractors' Commercial General Liability, (for ongoing and completed operations), Automobile, and Umbrella. The coverage shall be primary and non-contributory and contain no special limitations on the scope of protection afforded to the Town of Fairfield. A waiver of subrogation applies under general liability, auto liability and workers compensation.

The coverage shall be primary and non-contributory and contain no special limitations on the scope of protection afforded to the Town of Fairfield. A waiver of subrogation applies under general liability, auto liability and workers compensation.

**Subcontractor's Insurance:** Each Subcontractor engaged by the Contractor to perform any work under the Contract shall obtain all insurance required of the Contractor in the same amounts and subject to the same provisions specified above for the Contractor, including the Additional Insured requirement. Certificates of Insurance shall be submitted to the Contractor and the Town and approved by the Town, before commencing any work.

## **Exhibit N**                      **Exceptions to RFP Form**

### **Exceptions to RFP Form**

Please list below any exceptions to the terms, conditions and contract terms as listed in the RFB/RFP. Please identify the specific page and paragraph for each exception.

Exception 1    \_\_\_\_\_  
                         \_\_\_\_\_

Exception 2    \_\_\_\_\_  
                         \_\_\_\_\_

Exception 3    \_\_\_\_\_  
                         \_\_\_\_\_

Exception 4    \_\_\_\_\_  
                         \_\_\_\_\_

Exception 5    \_\_\_\_\_  
                         \_\_\_\_\_

## **Exhibit O      Proposer Guarantees and Proposer Warranties**

### **Proposer Guarantees and Proposer Warranties**

Description of Project: \_\_\_\_\_

#### **Proposer Guarantees**

The proposer certifies it can and will provide and make available, as a minimum, all services set forth in Section II, Nature of Services Required.

#### **Proposer Warranties**

- A.      Proposer warrants that it is willing and able to comply with State of Connecticut laws with respect to foreign (non-state of Connecticut) corporations.
  
- B.      Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
  
- C.      Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Town of Fairfield.
  
- D.      Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit P                      Non-Collusion Certification**

**Non-Collusion Certification**

Description of Project: \_\_\_\_\_

1.        The proposal is genuine; it is not a collusive or sham proposal;
2.        The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement with any other Proposer or with any competitor for the purpose of restricting competition.
2.        Unless otherwise required by law, the prices, which have been quoted in this Proposal, have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor.
3.        No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.
4.        The proposer, its employees and agents have not communicated the contents of the proposal to any person not an employee or agent of the proposer and will not communicate the proposal to any such person prior to the official opening of the proposal
1.        No elected or appointed official or other officer or employee of the Town of Fairfield is directly or indirectly interested in the proposer's proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT Q DELINQUENT TAX CERTIFICATION**

### **DELINQUENT TAX CERTIFICATION**

Description of Project: \_\_\_\_\_

1. The proposer certifies that neither the Company, proposed subcontractors nor owner/principals of the Company the undersigned, certifies that neither the above-captioned entity, nor individually, owes delinquent taxes or any other financial obligation to the Town;
2. the undersigned, certifies that neither the above-captioned entity, nor individually, owes delinquent taxes or any other financial obligation to the Town;
3. the undersigned has (check one)

\_\_\_\_\_ (a) filed a list of taxable personal property with the assessor for the most recent grand list as required by state statute, or

\_\_\_\_\_ (b) is not required to file such list

To the best of my knowledge and belief no affiliated entity of the undersigned, either directly or through a lease agreement, owes taxes to the Town;

To the best of my knowledge and belief the following are the names of all persons who are owners or officers of the undersigned.

*(attach additional sheets if necessary)*

False statements made herein may be the subject of criminal prosecution.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT R     FEDERAL OR STATE DEBARMENT LISTING**

### **CERTIFICATION OR NOT BEING ON FEDERAL OR STATE DEBARMENT LISTING**

Description of Project: \_\_\_\_\_

The proposer certifies that neither the Company, proposed subcontractors nor owner/principals of the Company are on federal or state debarment listing

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT S      NONDISCRIMINATION CERTIFICATION**

### **NONDISCRIMINATION CERTIFICATION**

I/we, the proposer, certify that:

- 1) I/we are in compliance with the equal opportunity clause as set forth in Connecticut statelaw (Executive Order No. Three, <http://www.cslib.org/exeorder3.htm>).
- 2) I/we do not maintain segregated facilities.
- 3) I/we have filed all required employer's information reports.
- 4) I/we have developed and maintain written affirmative action programs.
- 5) I/we list job openings with federal and state employment services.
- 6) I/we attempt to employ and advance in employment qualified handicapped individuals.
- 7) I/we are in compliance with the Americans with Disabilities Act.
- 8) I/we (check one):

\_\_\_\_\_have an Affirmative Action Program, or

\_\_\_\_\_employ 10 people or fewer.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Legal Name of Proposer \_\_\_\_\_

Date: \_\_\_\_\_

## Town of Fairfield Purchasing Policy

# **EXHIBIT T                      LEGAL STATUS DISCLOSURE**

### **LEGAL STATUS DISCLOSURE FORM**

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

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

#### **IF A SOLELY OWNED BUSINESS:**

Proposer’s Full Legal Name \_\_\_\_\_

Street Address \_\_\_\_\_

Mailing Address (if different from Street Address) \_\_\_\_\_

Owner’s Full Legal Name \_\_\_\_\_

Number of years engaged in business under sole proprietor or trade name \_\_\_\_\_

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

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

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

#### **IF A CORPORATION:**

Proposer’s Full Legal Name \_\_\_\_\_

Street Address \_\_\_\_\_

Mailing Address (if different from Street Address) \_\_\_\_\_

Owner’s Full Legal Name \_\_\_\_\_

Number of years engaged in business \_\_\_\_ Names of Current Officers

\_\_\_\_\_

President

Secretary

Chief Financial Officer

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

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

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

## Town of Fairfield Purchasing Policy

# **EXHIBIT T**                      **LEGAL STATUS DISCLOSURE**

### IF A LIMITED LIABILITY COMPANY:

Proposer's Full Legal Name Street \_\_\_\_\_

Address \_\_\_\_\_

Mailing Address (if different from Street Address) \_\_\_\_\_

Owner's Full Legal Name \_\_\_\_\_

Number of years engaged in business \_\_\_\_\_

Names of Current Manager(s) and Member(s)  
\_\_\_\_\_

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Residential Address (street only)

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Residential Address (street only)

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Residential Address (street only)

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Residential Address (street only)

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Residential Address (street only)

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

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

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

# Town of Fairfield Purchasing Policy

## **EXHIBIT T**                      **LEGAL STATUS DISCLOSURE**

### **IF A PARTNERSHIP:**

Proposer's Full Legal Name \_\_\_\_\_

Street Address \_\_\_\_\_

Mailing Address (if different from Street Address) \_\_\_\_\_

Owner's Full Legal Name \_\_\_\_\_

Number of years engaged in business \_\_ Names of Current Partners

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Residential Address (street only)

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Residential Address (street only)

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Residential Address (street only)

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Residential Address (street only) Does the

proposer have a "permanent place of business" in Connecticut, as defined above?

\_\_\_\_\_Yes                      \_\_\_\_\_No

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

\_\_\_\_\_

\*\*\*\*\*

Sign on the next page

**EXHIBIT T                      LEGAL STATUS DISCLOSURE**

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Legal Name of Proposer \_\_\_\_\_

Date: \_\_\_\_\_

# Town of Fairfield Purchasing Policy

## APPENDIX A- Definitions

Term		Definition
Affiliated Entity		An entity (including any natural person) which is currently engaged in a relationship with another entity, or which was engaged in such a relationship at any time during which any facts or circumstances germane to issues governed by any provision of this section arose (for example: an entity which is not currently related but was related as an affiliated entity at the time when currently past due taxes of the principal entity, or of the affiliated entity, became due and payable etc.), if as a consequence of the relationship the entity directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with another entity.
Control		For purposes of this definition, Control shall mean having the power to direct or cause the direction of the management or policies of another entity through any direct or indirect means. Control will be presumed to exist if any entity, directly or indirectly owns, controls, holds with power to vote, or holds proxies representing, 20% or more of any voting securities or membership interests in another entity.
Agency		An entity, authority, board, bureau, commission, department, government corporation, legislative body or official of the Town over which the Town exercises budgetary or administrative responsibility and which uses commodities, equipment, materials, supplies or contractual services.
Bidder		Any person submitting a competitive bid to a solicitation.
Bid		The offer of a supplier (bidder) to provide specific goods and/or services in accordance with all specifications and conditions indicated in a solicitation.
Best Value		A function/service comparison performed with cost, quality and availability variables among others; obtaining the best possible products / services at the lowest possible cost.
Best Value Proposition		A function/service comparison performed with cost, quality and availability variables among other criteria; obtaining the best possible products / services considering any intangible or other benefits that may not necessarily represent the lowest possible cost, but has overall better perceived value.
Bid Threshold		<b>See Section 2</b>

# Town of Fairfield Purchasing Policy

## APPENDIX A- Definitions

Term		Definition
Bid Waiver		A process, whereby a government purchasing office may procure items without formal bidding procedures because of unique circumstances related to that particular action.
Blanket Purchase Order or Consolidated Purchase		An arrangement under which a purchaser contracts with a vendor to provide the purchaser's requirements for a commodity or service, on an as-required and often over-the-counter basis. The order or purchase shall contain a limit on the period of time it is valid and the maximum amount of money that may be spent at one time or within a specified time period.
Business		Any individual or sole proprietorship, partnership, firm, corporation, trust, limited liability company, limited liability partnership, joint stock company, joint venture or other legal entity through which business for profit or not for profit is conducted.
Change Order		A written order made within the context of the scope of services and amount of the contract or purchase order, signed by the official(s) designated by the appropriate department head, directing the contractor to make changes, which are authorized by the contract or purchase order.
Commodities		An article of trade, a movable article of value, something that is bought or sold; any movable or tangible thing that is produced or used as the subject of barter or sale. When used alone, the term Commodities shall include Equipment, Materials and Supplies.
Construction		The process of building, altering, repairing, improving or demolishing any public infrastructure facility, including any public structure, public building or other public improvements of any kind to Town property or other property or space in which the Town has an interest. It does not include the routine operation, routine repair or routine maintenance of any existing public infrastructure facility, including structures, buildings or real property.
Construction Item		Commodities or services involved in the process of building, designing, altering or repairing a public structure or building, or other improvements to any Town property. It does not include routine operation, routine repair or routine maintenance of existing structures, buildings or property.
Contract		A written agreement between two or more competent persons to perform or not to perform a specific act or acts pertaining to services and professional services or as otherwise set forth in this section. Whenever a subcontract exists under procurements approved under this section, the requirements applicable to "contracts" shall be applicable to "subcontracts". Whenever the term Agreement is used in this section, it shall mean either a contract or purchase order depending on the context.

# Town of Fairfield Purchasing Policy

## APPENDIX A- Definitions

Term		Definition
Contract Modification or Amendment		Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity or other provisions of any contract accomplished by mutual action of the parties to the contract, other than change orders, which were previously defined.
Contractor		Any person or entity having a contract or purchase order with the Town.
Data		Recorded information, regardless of form or characteristic.
Debarment		To prohibit a seller/contractor from bidding on future requirements 1 for cause for a certain period of time.
		A sanction brought against a seller whereby they may not engage in 2 future procurement actions.
		To exclude or shut out of future solicitations and contracting 3 opportunities.
Designee		A duly authorized representative of a person holding a superior position.
Direct or Indirect Participation		Involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity.
Electronic		Means electrical, digital, magnetic, optical, electromagnetic, or any other similar technology.
Employee		An individual employed by the Town, whether as a classified or unclassified, permanent or temporary, full-time or part-time employee, or employed by contract on a continuing basis and all employees of the board of education. For purposes of this section, the term Employee may include public officials.
Expendable Supplies		All tangible supplies other than nonexpendable supplies.

# Town of Fairfield Purchasing Policy

## APPENDIX A- Definitions

Term		Definition
Financial Interest	a	ownership of any interest or involvement in any relationship from which, or as a result of which, a person within the past year has received, or is presently or in the future entitled to receive, any monetary remuneration or item of value which would create the perception of impropriety or undue influence
	b	ownership of such interest in any property or any business as may be specified by the Fairfield Code of Ethics
	c	holding a position in a business such as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
General Services Administration (GSA)		The acquisition and procurement agency for the government of the United States; it contracts for all goods, services and real property required by the operation of the civilian federal government. GSA delivers products, services, and policies to its federal customers through the Federal Acquisition Service (FAS), the Public Buildings Service (PBS), 2 Staff Offices, and the independent Office of the Inspector General and the Civilian Board of Contract Appeals.
Governmental Body		Any department, commission, council, board, bureau, committee, agency, authority or other establishment of the Town of Fairfield.
Grant		The furnishing by the State or Federal Government of assistance, whether financial or otherwise, to any person to support a program authorized by law. It does not include an award whose primary purpose is to procure an end product, whether in the form of supplies, services, or construction; a contract resulting from such an award is not a grant but a procurement contract.
Gratuity		A payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
Highest Scoring Bidder		In a multiple criteria bid means the bidder that achieves the highest score in providing the Town with a unique combination of attributes including, but not limited to, price, skill, ability based on multiple criteria considering quality of product, warranty, life cycle cost, past performance and other objective criteria to be established for the award.
Immediate Family		Means a spouse, children, parents, brothers and sisters, and such other relatives as may be designated by the Fairfield Town Code.
Invitation for Bids		All documents, whether attached or incorporated by reference, utilized for soliciting bids.

# Town of Fairfield Purchasing Policy

## APPENDIX A- Definitions

Term		Definition
Lease		A contract conveying from one person to another use of and asset for a designated period of time in return for total payment or other compensation.
Legal Notice		A public notice required by law, ordinance, or executive order. Generally placed in a newspaper of general circulation or may be posted on a website, magazine, or other media, depending on the specific legal requirements.
Life Cycle Costing		The total cost of ownership over the lifespan of the asset. An analysis technique that takes into account operating, maintenance, the time value of money, disposal, and other associated costs of ownership as well as the residual value of the item.
Lowest Qualified Bidder		A supplier who has the capacity and capability to provide goods / services in conformance with the specifications for quality, quantity, service and delivery at the lowest cost.
Lowest Responsible Qualified Bidder		The bidder whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary to faithful performance of the work based on objective criteria considering past performance and financial responsibility.
Maintenance, Repair, Operations (MRO)		A supply management term that refers to various commodities that are generally of low value, purchased frequently, and available from multiple sources. These items are often assigned to a buying team who specializes in these commodity areas. Typical examples include oil, rags, grease, tools, and hardware fasteners.
May		Denotes the permissive.
Munis		The Town's current financial system software package
Nonexpendable Supplies		All tangible supplies having an original acquisition cost of over (\$100) per unit and a probable useful life of more than one year.
Non-responsive Bid		A non-responsive bid is any bid or proposal that omits a material or substantive requirement or fails in any way to meet the prescribed criteria required of all bidders or proposals.
Person		Any business, individual, union, committee, group of individuals or legal entity, firm, partnership, joint venture, association, social club, fraternal organization, corporation, limited liability company, estate, trust, syndicate, union, other organization or group or association of individuals however formed.

# Town of Fairfield Purchasing Policy

## APPENDIX A- Definitions

Term		Definition
Procurement		Buying, purchasing, renting, leasing, or otherwise acquiring any supplies, services or construction. It also includes all functions that pertain to the obtaining of any supply, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.
Procurement Officer		Any person duly authorized to enter into and administer contracts and make written determinations with respect thereto. The term also includes an authorized representative acting within the limits of authority.
Professional Services	a	Professional services of an architectural, surveying, professional design or engineering nature, as defined by State law, if applicable, which are required to be performed or approved by a person licensed, registered, or certified to provide such services as described in this Subsection
	b	Professional services of an architectural or engineering nature performed by contract that are associated with research, planning, development, design, construction, alteration, or repair of real property
	c	Such other professional services, which members of the professional professions (and individuals in their employ) may logically or justifiably perform, including: accounting, auditing, actuarial services, studies, investigations, surveying, mapping, tests, evaluations, consultations, comprehensive planning, program management, general consulting services which normally require a certification or specific expertise and experience, preparation of operating and maintenance manuals, and other related services.
Proposer		Any person submitting a proposal in response to Request for Proposal (RFP).
Public Building		A building, structure or network or buildings. Included are government office buildings; public school buildings.

# Town of Fairfield Purchasing Policy

## APPENDIX

## A-

## Definitions

Term		Definition
Public Infrastructure Facility		Pipes, controls, and equipment that provide transportation, utilities, or public safety services. Included are: water treatment plants, distribution systems, and pumping stations; wastewater treatment plants, collection systems, and pumping stations; solid waste disposal plants, incinerators, landfills, and related facilities; public roads and streets; highways; public parking facilities and public transportation systems.
Public Notice		The distribution or dissemination of information to interested parties using methods that are reasonably available. Such methods will often include publication in newspapers of general circulation, electronic or paper mailing lists, and web site(s) designated by the Town and maintained for that purpose.
Purchase Order		A document that formalizes certain purchase transactions with the Town. The Purchase Order shall contain statements as to the quantity, description and price of the items ordered; legal terms and conditions; applicable terms as to payment discounts, date of performance and transportation and other factors or suitable references pertinent to the purchase and its execution by the vendor. Delivery of the services or commodities set forth in a purchase order constitutes acceptance and the creation of an enforceable contractual obligation by the vendor. Whenever the term Agreement is used in this section, it shall mean either a contract or purchase order depending on the context.
Purchase Request		The document whereby a User Department requests that a contract be entered into for a specified need, and may include, but is not limited to, the technical description of the requested item, delivery schedule, transportation, criteria for evaluation, suggested sources of supply, and information supplied for the making of any written determination required by these Procurement Guidelines.
Purchasing Agent		Means the person holding the position created in the Fairfield Town Code section as the head of the Purchasing Department of the Town.
Purchasing Authority		The First Selectperson and Purchasing Agent (both approvals required)
Request for Bids		The process of inviting and obtaining bids from competing suppliers, by which an award is made to the lowest responsive bid from a responsible bidder meeting written specifications. The process provides potential bidders with a reasonable opportunity to win that contract.
Request for Information		The document used in informal, uncompetitive solicitation of information, data, comments or reactions from possible suppliers preceding the issuance of a request for proposal, a request for qualifications or an invitation for bid.

# Town of Fairfield Purchasing Policy

## APPENDIX A- Definitions

Term		Definition
Request for Proposals		The solicitation document used in the competitive sealed proposals process. The procedure allows changes to be made to the responses after other proposals are opened and contemplates that the scope of services of the proposals and/or prices offered will be negotiated prior to award.
Request for Qualifications		The solicitation document generally used to seek information required for the pre-qualification of a bidder or offer or and used in the solicitation of an architect or engineer.
Request for Quotations		A method of purchasing generally used for small orders under a certain dollar threshold, \$9,999.99. A request is sent to suppliers along with a description of the commodity or services needed and the supplier is asked to respond with price and other information by a predetermined date. Evaluation and recommendation for award should be based on the quotation that best meets price, quality, delivery, service, past performance, and reliability.
Responsible Bidder or Proposer		A person who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.
Responsive Bidder		A person who has submitted a bid which conforms in all material respects to the Invitation for Bids.
Services		The furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This definition of "services" includes, but is not limited to, consulting, personal, professional, technical, and purchase-of-client services. This term shall not include employment agreements or collective bargaining agreements.
Shall		Denotes the imperative.
Signature		A manual or electronic identifier, or the electronic result of an authentication technique attached to or logically associated with a record that is intended by the person using it to have the same force and effect as a manual signature.
Single Source		Is a procurement process that occurs when there is more than one viable supplier, but the Town determines that it is in the best interest of the Town not to utilize the bidding process and selects a particular vendor based on one or more significant business reasons. Some legitimate reasons to single source a purchase may involve the vendor's special ability to provide unique spare parts, unique emergency repair service, or unique knowledge and qualifications, etc.

# Town of Fairfield Purchasing Policy

## APPENDIX A- Definitions

Sole Source		One – and only one – source of supply deemed acceptable or capable of meeting the specifications for a product / service qualified with a sole source justification document to the Purchasing Authority.
Specification		Any description of the physical or functional characteristics, or of the nature of a supply, service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery.
Supplies		All property, including but not limited to equipment, materials, printing, insurance, and leases of real property, excluding and or a permanent interest in land.
Taxes		When that term is used herein with regard to "delinquent" or "back" taxes, shall include any amounts owed to the Town, or to any of its agencies or subordinate or related entities, for any and all service fees or charges and any and all assessments and any and all fines or penalties as may have been assessed by the Town or the agencies or subordinate or related entities including, but not limited to, water and sewer use charges, fines due pursuant to parking tickets issued.
Total Cost of Ownership		A financial analysis tool that provides a cost basis for determining the total value of the investment over its useful life. Elements of the analysis may include initial purchase price, costs for maintenance/repair/operation, administrative and finance costs, logistics costs, associated risks (geopolitical, reliability of supply), and quality.
Town Funds		All appropriations set forth in the general and capital budgets, including projects identified in the long-term capital plan, and funds appropriated in the water and water pollution control enterprise fund budgets.
Unauthorized Purchase		Those purchases that do not conform to either the requirements of these Procurement Guidelines or the provisions of the Fairfield Town Charter and Code. Such purchases include those made by individuals acting outside of their prescribed limits of authority and those purchases made without the required fiscal appropriations in place. Any individual or entity doing business with the Town of Fairfield is presumed to know the extent and, specifically, the limits of the authority of the employee(s) with whom it conducts business.
<b>Term</b>		<b>Definition</b>

## Town of Fairfield Purchasing Policy

### APPENDIX A- Definitions

Term		Definition
User Department		Any governmental body of the Town which utilizes any supplies, services, or construction procured under these procurement policy.
Vendor		With respect to any transaction, agreement, contract or other arrangement for which the solicitation or consummation thereof is otherwise governed by the provisions of this any person or entity which or who, in relation to the transaction, agreement, contract or other arrangement, is providing, or proposing to provide, any goods, services, interest in property of any kind or other thing of value to the Town, or any person receiving, or proposing to receive, any service, interest in property of any kind or other thing of value from the, Town and any other person or entity otherwise entering into, in any capacity any such transaction with the Town.
Year		The Town's fiscal year July 1 to June 30.

## **Appendix B**

### **Purchasing Process Flow Charts**