

# **City of Middletown, Connecticut Purchasing Department**



## **PURCHASING MANUAL JULY 2017**

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## **INTRODUCTION**

The following manual is being issued to implement the provisions set forth in the **City of Middletown Charter, Chapter VI, Section 1**, as well as the **City of Middletown Ordinance, Chapter 78, Purchasing** (<http://ecode360.com/8363864>). The Purchasing Department is mandated to develop purchasing protocols that are ethical, efficient, cost-effective, and transparent.

This manual provides guidance that covers most purchasing situations. Please make every effort to address your questions by searching this manual. However, varying conditions do present different circumstances. Should anything arise that is not covered within, please contact the Purchasing Department.

**Prior to any purchase/service, an approved Purchase Order must be in place.** In any instance where purchases are made in violation of the requirements, the director of the City department in violation shall provide a written explanation of the occurrence to the Mayor and the Director of Finance. The explanation shall include the date on which the purchase was made, the vendor from whom the purchase was made, the total cost of the purchase, and the reason why a purchase order was not obtained prior to the purchase being made.

## VENDOR DATABASE

An automated vendor database, maintained and updated by the Purchasing Department, contains the mailing address to be used on purchase orders and the remittance address to be used for payment, if different, as well as any additional contact information.

A vendor number is required for anyone doing business with the City of Middletown. If a vendor application is not on file for an existing vendor, one will be required. (See instructions below under "Existing Vendors without a vendor application on file".)

### Existing Vendors

Before requesting a new vendor number, please make sure to search in AUC for an existing vendor number.

- STEP 1: At the top of the AUC Screen, click "Purchase Orders."
- STEP 2: Hover over "Vendors." You can either use "Vendor Name Query" or "Vendor Name Search." Purchasing prefers to use the "Name Search" and click "All" in order to show inactive as well as active vendors. You need to enter the first portion of the vendor's name and click on "All" in order to find them. For example, if the vendor's name is "Utility Communications," you would type "Utility" and they should come up.
- STEP 3: If you can't find the vendor you're looking for you may search by "Second Name."
  - a. Click on "Purchase Orders."
  - b. Hover over "Vendors," choose "View Vendors," click on the magnifying glass icon to lookup, choose option 4 "By 2<sup>nd</sup> name and address," click on "Find," enter Vendor name.

### Existing Vendors without a vendor application on file

All vendors must provide the City with a vendor application. To confirm an existing vendor has a vendor application on file follow these steps:

- STEP 1: At the top of the AUC Screen, click "Purchase Orders/Vendors/View Vendors" enter the existing vendor number. Go to the "attachment tab" and confirm there is an attached vendor application. If not, go to step 2.
- STEP 2: Go to the "N:drive/purchasing/vendorapplications". Enter the vendor number in the search box and confirm their vendor application is on file. If not, go to step 3.
- STEP 3: If the vendor does not have a vendor application on file, send them a [vendor application](#) (also located on the H Drive/Purchasing/Forms for Department Use/Vendor Forms) to complete and return to the end user requesting the purchase. The end user then emails the completed vendor form to the Purchasing Department ([purchase@middletownct.gov](mailto:purchase@middletownct.gov)). **Please make sure you include the "Existing Vendor Number" located at the top left of the vendor application. A new vendor number will not be issued since one exists.**

### Department Request for New Vendor

If the vendor is not in AUC, send them a [vendor application](#) (also located on the H Drive/Purchasing/Forms for Department Use/Vendor Forms) to complete and return to the end user requesting the purchase. The end user then emails the completed vendor form to the Purchasing Department ([purchase@middletownct.gov](mailto:purchase@middletownct.gov)).

The following circumstances do not require a form:

- WORKER'S COMPENSATION PAYMENTS
- CITY EMPLOYEE REIMBURSEMENTS

All other new vendors for payment, including Grant recipients and Jones Fund reimbursements, must have a new vendor application.

**Changes to Vendor Information**

Changes or corrections to any vendor's contact information can be submitted via email to Purchasing ([purchase@middletownct.gov](mailto:purchase@middletownct.gov)) at any time. Please include the vendor number as well as the change or correction to be made in the request email. If there are substantial changes (vendor's name, tax ID number), an updated vendor application must be completed by the vendor, sent to the end user, and forwarded to the Purchasing Department.

## CONTRACT PROCEDURES

The Purchasing procedures hereinafter described in this manual may require a contract. In the event that a contract is required the following procedures will apply. **If you are uncertain whether a contract is required, contact the Office of General Counsel.**

### Procedures for Contracts

Follow these steps:

- STEP 1: Print out the [CONTRACT ROUTING FORM](#) (also located H Drive\Purchasing\Forms For Department Use\Contract Routing Form- Fillable.Pdf).
- STEP 2: Confirm the consultant/company is a vendor or establish them as such in the vendor data base.
- STEP 3: Using the [UNIFORM CITY CONTRACT](#) (also located H Drive\Purchasing\Forms For Department Use\Uniform City Contract Template), complete and send the new contract along with the routing form to your Department Director, the General Council, and the Risk Manager for approval. Please note: Whenever possible, term dates for annual service contracts should follow our fiscal year calendar of July 1<sup>st</sup> – June 30<sup>th</sup> (see below).
- STEP 4: The contract and routing form will be returned to your office by the Risk Manager. Send two copies of the approved contract to the vendor for their signature. Two signed copies along with their insurance certificate as required by the Risk Manager are to be returned back to the department. Departments are to forward the insurance certificate to Risk for approval and uploading onto the N Drive.
- STEP 5: Send the two contracts signed by the vendor to the Purchasing Department along with the original routing sheet.
- STEP 6: Depending on the type of PO, proceed with creating a PO in the AUC system accordingly.
- STEP 7: No service/purchase associated with a contract is to begin until an approved PO and a fully executed contract signed by the Mayor has been issued and distributed to all appropriate personnel.

### Procedures for Labor/Trade Service Contracts for Projects Over \$100,000 in Total when utilizing State and Federal Cooperative Contracts, Bid Waivers, Emergency Purchases or Sole-Source Purchases.

The following steps apply:

- STEP 1: Print out the [CONTRACT ROUTING FORM](#) (also located H Drive\Purchasing\Forms For Department Use\Contract Routing Form- Fillable.Pdf).
- STEP 2: Confirm the consultant/company is a vendor or establish them as such in the vendor data base.
- STEP 3: Using the [UNIFORM CITY CONTRACT TEMPLATE LABOR TRADE SERVICES OVER \\$100,000.00](#) (also located H Drive\Purchasing\Forms for Department Use\Uniform City Contract Template). See “Appendix D” of the above contract for clarification as to which Appendix D, based on your specific project, applies. Go to the H Drive/Purchasing/Forms for Department Use and print the Appendix D that applies and insert into the uniform contract. Send the new contract along with the routing form to your Department Director, the General Council, and the Risk Manager for approval.
- STEP 4: The contract and routing form will be returned to your office by the Risk Manager. Send two copies of the approved contract to the vendor for their signature. Two signed copies along with an insurance certificate, as required by the Risk Manager, are to be returned back to the department. Departments are to forward the insurance certificate to Risk for approval and uploading onto the N Drive.
- STEP 5: Send the two contracts signed by the vendor to the Purchasing Department along with the original routing sheet.
- STEP 6: Depending on the type of PO, proceed with creating a PO in the AUC system accordingly.
- STEP 7: No service/purchase associated with a contract is to begin until an approved PO and a fully executed contract signed by the Mayor has been issued and distributed to all appropriate personnel.

**Maintenance Services**

If the term of a monthly/annual maintenance services begins July 1<sup>st</sup> and ends June 30<sup>th</sup> of each fiscal year, enter a PO for the full year. If the term of a monthly/annual maintenance services begins for example, October 1<sup>st</sup> and ends September 30<sup>th</sup>, you can only enter a PO from October 1<sup>st</sup> – June 30<sup>th</sup>. You will need to enter a new PO with the next fiscal year’s funds for the remaining 3 months.

**Please note**, Purchasing & Finance are aware that there may be exceptions due to funding source, type of service, and how renewal dates are determined. Those will be addressed on a “case by case” basis.

**\*\*Please note\*\*** As stated in the Purchasing Card manual, City Credit Cards are **not** to be utilized to make monthly/annual service contract payments. Purchase Orders are to be put in place for all monthly/annual service contracts.

**Copier Maintenance Services Procedure**

At the start of every fiscal year, a new PO beginning July 1<sup>st</sup> and ending June 30<sup>th</sup> for copier maintenance services is required. If the awarded vendor does not receive one at that time and you call for a service call, you will be charged their regular hourly rates, not the fixed contract rates.

In the delivery notes of every new PO entered, the following is required:

Copier Maintenance services from July 1, XXXX-June 30, XXXX

Meter Reading as of July 1, XXXX is \_\_\_\_\_.

Equipment ID# \_\_\_\_\_

## **PURCHASE ORDER PROCEDURES FOR** **TERM BIDS**

The Purchasing Department conducts term bids for a wide variety of items to allow greater operational efficiencies and economies of scale which usually generate lower pricing. The Purchasing Department conducts Term Bids (located on the H drive/Purchasing/Contract Award List/Contract Award Listing For Depts.) for a wide variety of items.

### **Creating a PO for a Term Bid Item**

- STEP 1: At the top of the AUC Screen, click "Purchase Orders."
- STEP 2: Hover over "Purchase Order Entry," click "Entry."
- STEP 3: Click "New PO" on the bottom left of the box, click "Awarded bid" and "OK."
- STEP 4: Enter the bid #. If you are unsure of the bid number, you could click "Lookup" to search for it or review the contract award list referenced above.
- STEP 5: If there are multiple vendors awarded under the bid #, select the desired vendor
- STEP 6: After you enter the bid #, you can either select "Yes" to load all lines on the bid, or "No" to proceed to a screen where you will select which lines to load. If you plan on creating a purchase order that includes every bid item, click "Yes." If you are only purchasing one or a couple of items off the bid, you would click "No."
- STEP 7: If you click "Yes," the purchase order will load automatically. At this point, you will just need to enter the quantities, account number, and shipping information.
- STEP 8: If you click "No," it will bring you to another screen to select the vendor. Once you select the vendor, click "OK."
- STEP 9: The next screen will be the items. Select the items you wish to purchase, and click "Go to PO" on the left side of the screen. The PO will load automatically. At this point you will enter the correct quantities, the account number, and shipping information.
- STEP 10: For maintenance service contracts, also include the term and location of service in the delivery note field. Refer to "MAINTENANCE SERVICE CONTRACTS" set forth on page 3 of this manual for complete details.
- STEP 11: If relevant, scan and attach the appropriate documents to the PO.
- STEP 12: Check PO and submit.

## PURCHASE ORDER PROCEDURES FOR STATE/COOPERATIVE CONTRACT PURCHASES

For many items, prices have been established by competitive bid through state, federal, municipalities and cooperative contracts such as: GSA, CROG, NASPO/WASCA CREC, NJPA, PEPPM, etc. (ref. C.G.S.A. § 7-148v “Requirements for competitive bidding” effective June 9, 2016). End users are encouraged to utilize state/cooperative contracts whenever available. Examples of cooperative contract purchases are office supplies, office furniture, tires, software, flu vaccines, gravel and stone, safety equipment, portable toilets, and bituminous materials. A more complete list can be found on the State of Connecticut DAS website [https://www.biznet.ct.gov/SCP\\_Search/](https://www.biznet.ct.gov/SCP_Search/) or by contacting the Purchasing Department.

**\*\*Please Note:** Departments can utilize city-based local vendors not on state and/or cooperative contracts if they match the awarded pricing. In this case, the city-based local vendor will complete the cooperative contract agreement form.

### Creating a PO Using State Contracts/Cooperative Purchases

Please include the following when processing a purchase order utilizing a state/cooperative contract:

- STEP 1: Complete the top portion of the [COOPERATIVE CONTRACT AGREEMENT FORM](#) (also located on the H Drive/Purchasing/Forms for Department Use/Cooperative Contract Document) and forward to the vendor for completion. **VENDOR MUST SUBMIT A QUOTE, ESTIMATE, OR PROPOSAL LISTING CONTRACT PRICING WITH THE COMPLETED COOPERATIVE CONTRACT AGREEMENT FORM.**
- STEP 2: When they return the completed form with their quote/estimate/proposal, start the PO.
- STEP 4: At the top of the AUC Screen, click “Purchase Orders.”
- STEP 5: Hover over “Purchase Order Entry,” click “Entry.”
- STEP 6: Click “New PO” on the bottom left of the box, click “Blank Lines” and “OK.”
- STEP 7: Enter vendor number and press enter.
- STEP 8: Specify the type code. If you choose “R” the PO will be a regular PO. “B” will make the PO a “Blanket” which means a quantity does not have to be specified, and the PO can be made as a lump sum and paid off as needed. We do not use the other type codes at this time.
- STEP 9: Specify the individual who will receive the items under “Ship to Attn.” You can leave “Ship date” blank.
- STEP 10: Enter the quantity (if required), item description, and price per item.
- STEP 11: For maintenance service contracts, when entering the item description also include the term and location of service. Refer to “MAINTENANCE SERVICE CONTRACTS” set forth on page 3 of this manual for complete details.
- STEP 12: Enter the contract number and expiration date in the space designated on the “Items” tab (#3) in the purchase order entry screen.
- STEP 13: Enter the account number where the funds are located.
- STEP 14: If necessary, add a delivery note. This is any comment for the vendor regarding the order. These notes WILL be printed on the PO.
- STEP 15: If necessary, add an internal note. This is any comment for the Purchasing Department regarding the order. This will not be printed on the PO.
- **\*\*STEP 16:** If using a local vendor, in Internal Notes, please include “local vendor to honor state contract pricing.”

- STEP 17: Scan and attach the [COOPERATIVE CONTRACT AGREEMENT FORM](#) as well as the **QUOTE, ESTIMATE OR PROPOSAL** to their PO.
  
- STEP 18: Insurance Certifications:
  - Go to the N drive/Purchasing/Insurance folder to locate a current approved insurance cert and attach to PO.
  - If expired and/or one isn't on file, departments are to complete the [INSURANCE CERTIFICATE REQUEST FORM](#) and email it to [riskmgr@middletownct.gov](mailto:riskmgr@middletownct.gov).
  - Risk will notify via email the requesting department once one is received and uploaded on the N Drive.
  - Risk may not require an insurance cert, in such cases, please indicate in the internal notes of the PO, **"No Insurance Certificate required per Risk.**
  - Any PO submitted without an approved insurance cert attached or an internal note will be rejected.

## **PURCHASE ORDER PROCEDURES FOR GOODS AND SERVICES: UP TO \$2,000**

A City-issued **Credit Card (P-Card)** or a **purchase order** may be used to obtain supplies or general services under \$2,000. If using a P-Card, all Purchasing Card rules and regulations apply. **Please be aware:** A group of related items from one vendor is considered **one purchase**. Separate purchase orders to the same vendor for like items in order to stay below the \$2,000 threshold **will be recognized and disapproved**.

### **Creating a PO for Purchase Orders Up to \$2,000**

- STEP 1: Follow the “CONTRACT PROCEDURES,” set forth on page 3 of this manual prior to entering a PO if a contract is required. If you are uncertain whether a contract is required, contact the Office of General Counsel. If this is not a contract, proceed here.
- STEP 2: At the top of the AUC Screen, click “Purchase Orders:
- STEP 3: Hover over “Purchase Order Entry,” click “Entry.”
- STEP 4: Click “New PO” on the bottom left of the box.
- STEP 5: If creating a Purchase Order for a bid item, see TERM BIDS section of this manual.
- STEP 6: All other Purchase Orders can be made by leaving “Blank Lines” selected. We do not use the “Contract” option at this time.
- STEP 7: After selecting “Blank Lines,” please click “OK.”
- STEP 8: Enter vendor number and press enter. If you do not have a vendor number, you may click on magnifying glass icon. Choose 1 “By name and address,” then click “Find.” Enter name, click “OK.” Select vendor and click “OK.”
- STEP 9: Specify the type code. If you choose “R” the PO will be a regular PO. “B” will make the PO a “Blanket” which means a quantity does not have to be specified, and the PO can be made as a lump sum and paid off as needed. We do not use the other type codes at this time.
- STEP 10: Specify the individual who will receive the items under “Ship to Attn.” You can leave the “Ship date” blank.
- STEP 11: Enter the quantity (if required), item description, and price per item.
- STEP 12: For maintenance services, when entering the item description also include the term and location of service. Refer to “MAINTENANCE SERVICES” set forth on page 3 of this manual for complete details.
- STEP 13: Enter the account number where the funds are located.
- STEP 14: If necessary, add a delivery note. This is any comment for the vendor regarding the order. These notes WILL be printed on the PO.
- STEP 15: If necessary, add an internal note. This is any comment for the Purchasing Department regarding the order. This will not be printed on the PO.
- STEP 16: Insurance Certifications:
  - Go to the N drive/Purchasing/Insurance folder to locate a current approved insurance cert and attach to PO.
  - If expired and/or one isn’t on file, departments are to complete the [INSURANCE CERTIFICATE REQUEST FORM](#) and email it to [riskmgr@middletownct.gov](mailto:riskmgr@middletownct.gov).
  - Risk will notify via email the requesting department once one is received and uploaded on the N Drive.
  - Risk may not require an insurance cert, in such cases, please indicate in the internal notes of the PO, **“No Insurance Certificate required per Risk.**

- Any PO submitted without an approved insurance cert attached or an internal note will be rejected.
- STEP 17: After you have completed your PO, click “Check PO” to check for errors.
- STEP 18: If the PO has no errors, it will be released automatically to the Department Director for approval.

### **Blanket POs**

A blanket purchase order can be issued to cover all small purchases from a single vendor during the current fiscal year. Individual orders can then be placed as needed against the blanket PO.

**Blanket purchase orders should not exceed \$2,000** unless associated with a bid or contract. However, in certain cases, a blanket PO may exceed the \$2,000 threshold with the approval of the Supervisor of Purchases or the Director of Finance. In such cases, the department head is required to provide a memo stating each item purchased is under \$2,000. This memo must be scanned and attached to the PO.

**PURCHASE ORDER PROCEDURES FOR GOODS AND SERVICES:**  
**FROM \$2,001 TO \$24,999, THREE QUOTES REQUIRED**

Three price quotations in writing are required for non-contract purchases over \$2,001 and under \$24,999. Complete the **QUOTATION FORM** (also located H Drive/Purchasing/Forms for Department use/Formal Quotation Form) and fax it to at least three vendors. Each quotation must include the same information so that it may be compared equally. Be sure to include freight, handling fees, deposits, and any other charges that might apply to the purchase and affect the total cost. You may contact the Purchasing Department for a list of appropriate vendors to provide quotations if necessary.

The lowest responsible vendor shall be selected. In cases where a **city-based local** vendor is not the lowest responsible vendor, but is within 10% of the lowest quote and willing to honor it, the city-based local vendor should be selected.

**Creating a PO for items between \$2,001 and \$24,999: THREE QUOTES REQUIRED**

- STEP 1: Follow the “CONTRACT PROCEDURES,” set forth on page 3 of this manual prior to entering a PO if a contract is required. If you are uncertain whether a contract is required, contact the Office of General Counsel. If this is not a contract, proceed here.
- STEP 2: All quotes shall be submitted using the [QUOTATION FORM](#). Alternate quotation forms will not be accepted.
- STEP 3: Please complete this form in detail and fax it to any vendors interested in submitting a quote for the items you wish to purchase. This confirms that all vendors are submitting pricing based on the same information received.
- STEP 4: When you receive three quotes back, you should proceed with a Purchase Order for the lowest quote.
- STEP 5: At the top of the AUC Screen, click “Purchase Orders.” Hover over “Purchase Order Entry,” and click “Entry.” Click “New PO” on the bottom left of the box. Please select “Blank Lines” and click “OK.”
- STEP 6: Enter vendor number and press enter.
- STEP 7: Specify the type code. If you choose “R” the PO will be a regular PO. “B” will make the PO a “Blanket” which means a quantity does not have to be specified, and the PO can be made as a lump sum and paid off as needed. We do not use the other type codes at this time.
- STEP 8: Specify the individual who will receive the items under “Ship to Attn.” You can leave “Ship date” blank.
- STEP 9: Enter the quantity (if required), item description, and price per item.
- STEP 10: For maintenance services, when entering the item description also include the term and location of service. Refer to “MAINTENANCE SERVICE CONTRACTS” set forth on page 3 of this manual for complete details.
- STEP 11: Enter the account number where the funds are located.
- STEP 12: If necessary, add a delivery note. This is any comment for the vendor regarding the order. These notes WILL be printed on the PO.
- STEP 13: Please attach ALL THREE completed QUOTATION FORMs to the Purchase Order for backup under “Attachments.” If no quote forms are attached, the PO will be rejected.
- STEP 14: Insurance Certifications:
  - Go to the N drive/Purchasing/Insurance folder to locate a current approved insurance cert and attach to PO.
  - If expired and/or one isn’t on file, departments are to complete the [INSURANCE CERTIFICATE REQUEST FORM](#) and email it to [riskmgr@middletownct.gov](mailto:riskmgr@middletownct.gov).

- Risk will notify via email the requesting department once one is received and uploaded on the N Drive.
  - Risk may not require an insurance cert, in such cases, please indicate in the internal notes of the PO, **“No Insurance Certificate required per Risk.”**
  - Any PO submitted without an approved insurance cert attached or an internal note will be rejected.
- STEP 15: After you have completed your PO, click “Check PO” to check for errors.
  - STEP 16: If the PO has no errors, it will be released automatically to the Department Director for approval.

## PURCHASE ORDER PROCEDURES FOR SOLE SOURCE AND PROPRIETARY PURCHASES

A **PROPRIETARY PURCHASE** is defined as an item that is produced and marketed by those having the *exclusive* right to manufacture and sell it. All proprietary purchases may not be sole source purchases.

Example: You need to purchase a John Deere part for a John Deere machine. You can purchase this item from a few different vendors; however the item **must** be a John Deere item, no substitutes or equivalents. That makes the item proprietary. It does not make the vendor a sole source vendor because there are a few different vendors you can purchase this item from. **In this situation, when the item is proprietary with multiple sources of procurement, you must obtain three quotes or bid the item.**

A **SOLE SOURCE** purchase is defined as a purchase that can only be procured by one vendor, who possesses the unique capability to meet the requirements requested. These requirements could be that they are the only vendor that provides the particular “proprietary” item in the Connecticut area, the Northeast, or in general. **All sole source purchases are proprietary purchases.**

Example: Firematic Supply Company is the **only** dealer in the states of CT, MA, RI, VT, NH, ME, and all of the counties on Long Island, NY for the Hurst Jaws of Life. Because of this, the Hurst Jaws of Life equipment is **PROPRIETARY**, and purchasing it from the one authorized vendor, Firematic Supply Company, makes it a **SOLE SOURCE** purchase.

### Creating a PO for Sole Source and Proprietary Purchases

- STEP 1: Follow the “CONTRACT PROCEDURES,” set forth on page 3 of this manual prior to entering a PO if a contract is required. If you are uncertain whether a contract is required, contact the Office of General Counsel. If this is not a contract, proceed here.
- STEP 2: At the top of the AUC Screen, click “Purchase Orders.”
- STEP 3: Hover over “Purchase Order Entry,” click “Entry.”
- STEP 4: Click “New PO” on the bottom left of the box, click “Blank Lines” and “OK.”
- STEP 5: Enter vendor number and press enter.
- STEP 6: Specify the type code. If you choose “R” the PO will be a regular PO. “B” will make the PO a “Blanket” which means a quantity does not have to be specified, and the PO can be made as a lump sum and paid off as needed. We do not use the other type codes at this time.
- STEP 7: Specify the individual who will receive the items under “Ship to Attn.” You can leave “Ship date” blank.
- STEP 8: Enter the quantity (if required), item description, and price per item.
- STEP 9: For maintenance service contracts, when entering the item description also include the term and location of service. Refer to “MAINTENANCE SERVICE CONTRACTS” set forth on page 3 of this manual for complete details.
- STEP 10: Enter the account number where the funds are located.
- STEP 11: If necessary, add a delivery note. This is any comment for the vendor regarding the order. These notes WILL be printed on the PO.
- STEP 12: If necessary, add an internal note. This is any comment for the Purchasing Department regarding the order. This will not be printed on the PO.
- STEP 13: Insurance Certifications:
  - Go to the N drive/Purchasing/Insurance folder to locate a current approved insurance cert and attach to PO.

- If expired and/or one isn't on file, departments are to complete the [INSURANCE CERTIFICATE REQUEST FORM](#) and email it to [riskmgr@middletownct.gov](mailto:riskmgr@middletownct.gov).
  - Risk will notify via email the requesting department once one is received and uploaded on the N Drive.
  - Risk may not require an insurance cert, in such cases, please indicate in the internal notes of the PO, **"No Insurance Certificate required per Risk."**
  - Any PO submitted without an approved insurance cert attached or an internal note will be rejected.
- STEP 14: Please scan and attach the quote from the company, as well as a memo explaining what quality makes the purchase a "proprietary, sole source purchase." This memo must be signed by your department head
  - STEP 15: When making a sole source / proprietary purchase order, please put a line for the Mayor's signature in the "DELIVERY NOTES" section on the purchase order. This should be the only thing written in the delivery notes (it will not print on the PO correctly if there is anything else written). THE DELIVERY NOTES SHOULD LOOK AS FOLLOWS:

**SOLE SOURCE PURCHASE:**

**OR**

**PROPRIETARY PURCHASE:**

\_\_\_\_\_  
**Mayor's Signature**

\_\_\_\_\_  
**Mayor's Signature**

## **PURCHASING PROCEDURES FOR EMERGENCY PURCHASES**

**Emergency circumstances shall be defined as those that affect the health, safety, or welfare of the city or its citizens.** Due to the unusual nature of equipment repairs and the necessity to prevent delays and maintain operations, unforeseen repairs or equipment breakdowns will be considered emergencies. Failure to properly plan for routine purchases, routine maintenance or running out of stock items is not considered a basis for emergency purchases.

### **Emergency Purchases under \$2,000**

Emergency purchases under \$2,000 may be handled directly by the department as outlined under the section PURCHASES UP TO \$2,000.

### **Emergency Purchases During Working Hours**

For an emergency purchase above \$2,000, **during working hours**, the Director of Finance or Mayor can authorize the Supervisor of Purchases to secure, at the lowest obtainable price, any supplies or contractual services regardless of the amount of the expenditure. A full recorded explanation of the circumstances of an emergency purchase shall be filed by the Supervisor of Purchases with the Director of Finance and Mayor for forwarding to the Council to be entered in the Council minutes and shall be open to public inspection.

### **Emergency Purchases After Working Hours**

For an emergency purchase above \$2,000, **after working hours**, the department head may purchase directly any supplies or contractual services whose immediate procurement is essential to prevent delays in the work of the using agency which may vitally affect the life, health or convenience of citizens. The user department may make the purchase without a purchase order number.

The end user department director shall send to the Supervisor of Purchases a requisition and a copy of the delivery record, together with a full recorded explanation of the circumstances of the emergency. The report shall be filed with the Director of Finance, Mayor and Council.

### **PO procedures for Emergency Goods and Services**

Departments are to enter a Purchase Order **within 48 hours of the emergency**. When entering a PO in Delivery Notes, indicate "Emergency Purchase" and provide a signature line for the mayor. The full recorded explanation of the circumstances of an emergency purchase shall be scanned and attached to the Purchase Order.

## PURCHASING PROCEDURES FOR EXISTING CONTRACTS

When a contract exists for a given service or project, each time a PO is created, please follow the procedure below.

### Creating a PO with Existing Contracts

When processing a purchase order with an existing, fully executed contract:

- STEP 1: At the top of the AUC Screen, click "Purchase Orders." Hover over "Purchase Order Entry," click "Entry." Click "New PO" on the bottom left of the box. Please select "Blank Lines" and click "OK."
- STEP 2: Enter vendor number and press enter.
- STEP 3: Specify the individual who will receive the items under "Ship to Attn." You can leave "Ship date" blank.
- STEP 4: Enter the quantity (if required), item description, and price per item.
- STEP 5: For maintenance service contracts, when entering the item description also include the term and location of service. Refer to "MAINTENANCE SERVICE CONTRACTS" set forth on page 3 of this manual for complete details.
- STEP 6: Enter the account number where the funds are located.
- STEP 7: If necessary, add a delivery note. This is any comment for the vendor regarding the order. These notes WILL be printed on the PO.
- STEP 8: If necessary, add an internal note. This is any comment for the Purchasing Department regarding the order. This will not be printed on the PO.
- STEP 9: Scan and attach the entire fully executed contract. We need this attached so that we can verify the information on the PO reflects the executed contract correctly, as well as to help when auditors are looking at POs.
- STEP 10: Insurance Certifications:
  - Go to the N drive/Purchasing/Insurance folder to locate a current approved insurance cert and attach to PO.
  - If expired and/or one isn't on file, departments are to complete the [INSURANCE CERTIFICATE REQUEST FORM](#) and email it to [riskmgr@middletownct.gov](mailto:riskmgr@middletownct.gov).
  - Risk will notify via email the requesting department once one is received and uploaded on the N Drive.
  - Risk may not require an insurance cert, in such cases, please indicate in the internal notes of the PO, "**No Insurance Certificate required per Risk.**"
  - Any PO submitted without an approved insurance cert attached or an internal note will be rejected.
- STEP 11: After you have completed your PO, click "Check PO" to check for errors.
- STEP 12: If the PO has no errors, it will be released automatically to the Department Director for approval.

## PURCHASING PROCEDURES FOR PROFESSIONAL SERVICES

Professional services require specialized knowledge or licensure, including, but not limited to, lawyers, doctors, dentists, psychologists, certified advanced practice nurses, veterinarians, architects, engineers, land surveyors, landscape architects, accountants, actuaries, and insurance consultants.

**\*\*Please note: If a Formal Request for Proposal/Request for Qualification is required, please refer to section “Formal RFP/RFQ Procedures”**

When professional services are needed, three quotations, estimates, or proposals are required for projects above \$2,000 whenever practicable utilizing the [PROFESSIONAL SERVICE QUOTATION FORM](#) (also located H Drive/Purchasing/Forms for Department use/Professional Service Quotation Form). Once the department reviews the documents, they are to schedule a meeting with the **Professional Services Committee**, consisting of the director of your department, the Finance director, and the Mayor. The requesting department seeks approval of their recommendation from the committee.

Upon approval, the department director prepares a memorandum of agreement, MOA, utilizing the [MEMORANDUM OF AGREEMENT \(MOA\)](#) FORM, (also located H Drive/Purchasing/Forms For Department Use/Memorandum of Agreement-MOA Form) for the Professional Services Committee member's signatures.

Contracts for Professional Services less than \$2,000 are exempt from the requirement of Professional Services Committee approval.

### **PO Procedures for Professional Services**

Once all are in agreement in hiring the best qualified company, follow these steps:

- STEP 1: Print out the [CONTRACT ROUTING FORM](#) (also located H Drive\Purchasing\Forms For Department Use\Contract Routing Form- Fillable.pdf).
- STEP 2: Confirm the consultant/company is a vendor or establish them as such in the vendor data base.
- STEP 3: Using the [UNIFORM CITY CONTRACT](#) (also located H Drive\Purchasing\Forms For Department Use\Uniform City Contract Template), send the new contract along with the completed routing form to your Department Director, the General Council, and the Risk Manager for approval.
- STEP 4: The contract and routing form will be returned to your office by the Risk Manager. Send two copies of the approved contract to the vendor for their signature. Two signed copies along with their insurance certificate as required by the Risk Manager are to be returned back to the department. Departments are to forward the insurance certificate to Risk for approval and uploading onto the N Drive.
- STEP 5: Send the following to the Purchasing Department:
  - **Two (2) partially executed contracts signed by the vendor with the original routing sheet.**
  - **MOA signed by the Professional Service committee members approving the selection.**
  - **All original quotations, estimates, and/or proposals obtained, if applicable.**
- STEP 6: You may now enter the purchase order via the AUC system.
- STEP 7: At the top of the AUC Screen, click “Purchase Orders.”
- STEP 8: Hover over “Purchase Order Entry,” click “Entry.”
- STEP 9: Click “New PO” on the bottom left of the box, click “Blank Lines” and “OK.”
- STEP 10: Enter the quantity (if required), item description, and price per item.

- STEP 11: For maintenance service contracts, when entering the item description also include the term and location of service. Refer to “MAINTENANCE SERVICE CONTRACTS” set forth on page 3 of this manual for complete details.
- STEP 12: Enter the account number where the funds are located.
- STEP 13: If necessary, add a delivery note. This is any comment for the vendor regarding the order. These notes WILL be printed on the PO.
- STEP 14: Make sure on the PO in Internal Notes you type “**Contracts en route to Purchasing.**”
- STEP 15: An approved insurance cert shall be scanned and attached to the PO.
- STEP 16: Purchasing will review the PO along with the contracts. When the PO is approved, the Purchasing Department will send the (2) two contracts to the Mayor to be executed. Contracts will be available on the N drive/contracts/your department’s folder once Purchasing receives them back from the Mayor’s Office. POs are not officially executed until they are signed by the Mayor.

The Purchasing Department will forward a fully executed contract along with a PO to the vendor.

## **FORMAL BIDDING PROCEDURES FOR GOODS AND SERVICES: \$25,000 AND ABOVE**

In many cases, a formal competitive bid process is required and procedures stated in Chapter 78, purchasing ordinances sections 78-8 are to be followed. If state/federal or any other cooperative government contracts are not being utilized, sealed bids are required for purchases, services and/or projects exceeding \$25,000.

Formal Bid Requests will be administered by the Supervisor of Purchases. If you have a project that requires a formal BID, it is the responsibility of the requesting department to provide the technical information needed to develop the BID to the Purchasing Department. This includes: General Information/Background, Project Description/Scope of Services, Additional Information/Submission of Proposal, Method of Selection/Criteria for Award, and Fee Proposal Pages, by using the [REQUEST FOR RFP, BID OR FORMAL RFQ FORM](#) (also located H Drive\Purchasing\Forms for Department Use\Bid Request Form - Purchases Over 24999.doc).

*\*If requesting a bid waiver, please follow the procedures stated in Chapter 78, purchasing ordinances sections 78-8A <http://ecode360.com/8363898>*

Once this information is provided to the Purchasing Department, a draft BID and timeline will be generated for your review. Once finalized, formal bids will be posted and advertised and assigned a time and date for a public bid opening by the Purchasing Department.

At the specified date and time, bids are publicly opened and read aloud. Bid results are tabulated for distribution to the end user department as well as posted on our city website. The Purchasing Supervisor will evaluate bids to determine the successful low bidder and send the recommendation form along with bid information to the end user department director for review. The bids should be reviewed in detail by the end-user department director as well as the Supervisor of Purchases to insure that the lowest responsible qualified bidder meets the bid specifications set forth in the bid document(s).

### **PO Procedures for Formal BIDS**

Once awarded, any subsequent purchase orders shall indicate the "BID number" by utilizing the AUC Bid Retrieval system.

- STEP 1: At the top of the AUC Screen, click "Purchase Orders."
- STEP 2: Hover over "Purchase Order Entry," click "Entry."
- STEP 3: Click "New PO" on the bottom left of the box, click "Awarded bid" and "OK."
- STEP 4: Enter the BID #. If you are unsure of the bid number, you could click "Lookup" to search for it.
- STEP 5: After you enter the BID # you can either select "Yes" to load all lines on the BID or "No" to proceed to a screen where you will select which lines to load. If you plan on creating a purchase order that includes every bid item, click "Yes." If you are only purchasing one or a couple of items from the BID, you would click "No."
- STEP 6: If you click "Yes," the purchase order will load automatically. At this point, you will enter quantities, if applicable, account number, and shipping information.
- STEP 7: If you click "No," it will bring you to another screen to select the vendor. Once you select the vendor, click "OK."

- STEP 8: The next screen will be the items. Select the items you wish to purchase, and click “Go to PO” on the left side of the screen. The PO will load automatically. At this point you will enter the correct quantities, if applicable, the account number, and shipping information. If entering a PO for a construction project and retainage applies, click on “item tab” and insert retainage % in the retainage field of the PO
- STEP 9: Insurance Certifications:
  - Go to the N drive/Purchasing/Insurance folder to locate a current approved insurance cert and attach to PO.
  - If expired and/or one isn’t on file, departments are to complete the [INSURANCE CERTIFICATE REQUEST FORM](#) and email it to [riskmgr@middletownct.gov](mailto:riskmgr@middletownct.gov).
  - Risk will notify via email the requesting department once one is received and uploaded on the N Drive.
  - Risk may not require an insurance cert, in such cases, please indicate in the internal notes of the PO, **“No Insurance Certificate required per Risk.**
  - Any PO submitted without an approved insurance cert attached or an internal note will be rejected.
- STEP 10: Check PO and submit. No additional attachments are needed.

## FORMAL RFP/RPQ PROCEDURES

In many cases, a Formal Request for Proposal/Request for Qualification is required. One example would be when using state or federal funds for a project that require a competitive process. This procedure provides transparency in projects that have potential public scrutiny.

**\*\*Please note: If a Formal Request for Proposal/Request for Qualification is not required, please refer to section "Purchasing Procedures for Professional Services".**

This procedure also allows bidders to bring their experience and expertise to the process and allows the private sector to bring the latest industry practices to the task. Staff then evaluates the proposals on various factors including project approach, experience, and other criteria defined in the RFP/RFQ. An award is made which is based upon weighting all criteria, and not solely on price.

Formal Requests for Proposals or Qualifications will be administered by the Supervisor of Purchases. If you have a project that requires a formal RFP/RFQ, it is the responsibility of the requesting department to provide the technical information needed to develop the RFP to the Purchasing Department. This includes: General Information/Background, Project Description/Scope of Services, Additional Information/Submission of Proposal, Method of Selection/Criteria for Award, and Fee Proposal Pages, by using the [REQUEST FOR RFP, BID OR FORMAL RFQ FORM](#) (also located H Drive\Purchasing\Forms for Department Use\Bid Request Form - Purchases Over 24999.doc).

Once this information is provided to the Purchasing Department, a draft RFP/RFQ and timeline will be generated for your review. The final RFP/RFQ will be posted and advertised with a submission deadline with proposals being returned to the Purchasing Department.

A summary sheet along with all proposals will be forwarded to the **Professional Services Committee** comprised of the Mayor, Director of Finance, and appropriate department for review and selection. The appropriate department may interview applications for additional information.

Contracts for Professional Services for **less than \$2,000** are exempt from the requirement of Professional Services Committee approval.

### **PO Procedures for RFP/RFQs**

Once awarded, any subsequent purchase orders shall indicate the "RFP/RFQ number" by utilizing the AUC Bid Retrieval system.

- STEP 1: At the top of the AUC Screen, click "Purchase Orders."
- STEP 2: Hover over "Purchase Order Entry," click "Entry."
- STEP 3: Click "New PO" on the bottom left of the box, click "Awarded bid" and "OK."
- STEP 4: Enter the RFP/RFQ #. If you are unsure of the bid number, you could click "Lookup" to search for it. There is also a list of current bids located on the H drive/Purchasing/Contract Award List.
- STEP 5: After you enter the RFP/RFQ # you can either select "Yes" to load all lines on the RFP/RFQ or "No" to proceed to a screen where you will select which lines to load. If you plan on creating a purchase order that includes every bid item, click "Yes." If you are only purchasing one or a couple of items from the RFP/RFQ, you would click "No."
- STEP 6: If you click "Yes," the purchase order will load automatically. At this point, you will just need to enter the quantities, account number, and shipping information.

- STEP 7: If you click “No,” it will bring you to another screen to select the vendor. Once you select the vendor, click “OK.”
- STEP 8: The next screen will be the items. Select the items you wish to purchase, and click “Go to PO” on the left side of the screen. The PO will load automatically. At this point you will enter the correct quantities, the account number, and shipping information.
- STEP 9: Insurance Certifications:
  - Go to the N drive/Purchasing/Insurance folder to locate a current approved insurance cert and attach to PO.
  - If expired and/or one isn’t on file, departments are to complete the [INSURANCE CERTIFICATE REQUEST FORM](#) and email it to [riskmgr@middletownct.gov](mailto:riskmgr@middletownct.gov).
  - Risk will notify via email the requesting department once one is received and uploaded on the N Drive.
  - Risk may not require an insurance cert, in such cases, please indicate in the internal notes of the PO, **“No Insurance Certificate required per Risk.”**
  - Any PO submitted without an approved insurance cert attached or an internal note will be rejected.
- STEP 10: Check PO and submit. No additional attachments are needed.

## CHANGE ORDER PROCEDURES

### Change Orders to PO's

To modify an existing Purchase Order, you must create a change order. (If you are zeroing out a PO, you must liquidate it.)

- STEP 1: At the top of the AUC Screen, click "Purchase Orders"
- STEP 2: Hover over "Change Orders," click "Entry"
- STEP 3: Type in the PO # you wish to change, click "1. Do Change"
- STEP 4: Enter your change reason at the top of the screen as well as the "effective date" of the change. If it should be effective immediately, use today's date.
- STEP 5: Make any necessary changes to the Purchase Order. To reach additional existing lines, use "Page Down" button. Use "Actions" to add or close out a line. If you're adding a line off an awarded bid choose "Awarded Bid", if not choose "Blank Line". When adding a new item to a construction bid, you need to choose "Blank Line".
- STEP 6: Print out the Change Order Entry screen and have your department director sign and date.
- STEP 7: Scan and attach the signed Change Order Entry screen to the change order.
- STEP 8: Click "Check PO" and you should be all set. If not, fix errors listed and redo.

### To remove a change order not approved:

- STEP 1: At the top of the AUC Screen, click "Purchase Orders"
- STEP 2: Hover over "Change Orders/Remove Change Order,"
- STEP 3: Select the Change Order you want to remove
- STEP 4 Click "Yes" to remove

### Construction Change Orders

COs associated with construction projects follow these steps:

- STEP 1: Print out the [CONSTRUCTION CHANGE ORDER FORM](#) (also found on the H Drive/Purchasing/Forms For Department Use/Construction Change Order Form)
- STEP 2: Once signed by engineer, contractor, and department director, send it to the Purchasing Department.
- STEP 3: You may now process the change order via the AUC system.
- STEP 4: At the top of the AUC Screen, click "Purchase Orders"
- STEP 5: Hover over "Change Orders," click "Entry"
- STEP 6: Type in the PO # you wish to change, click "1. Do Change"
- STEP 7: Make any necessary changes to the Purchase Order. Make sure on the PO in Internal Notes you type "**Change Order en route to Purchasing.**" Be sure to reference the Change Order number on each line of the Purchase Order you are modifying. If adding a new item line, be sure to include retainage if applicable.
- STEP 8: Print out the Change Order Entry screen and have your department director sign & date.
- STEP 9: Scan and attach the signed Change Order Entry screen to the change order.
- STEP 10: Enter your change number under "reason" at the top of the screen as well as the "effective date" of the change. If it should be effective immediately, use today's date.
- STEP 11: Click "Check PO" and you should be all set.
- STEP 12: Purchasing will review the change order. When the CO is approved, the Purchasing Department will send the change order to the Mayor to be executed. Change orders will be available on the N drive/contracts/your department's folder once Purchasing receives them back from the Mayor's Office. COs are not officially executed until they are signed by the Mayor.

The Purchasing Department will forward a fully executed change order accordingly.

## Amendments to Contracts

To change a PO established from a contract, you must make an amendment to the contract by following these steps:

- STEP 1: Print out the [CONTRACT ROUTING FORM](#) (also located H Drive\Purchasing\Forms For Department Use\Contract Routing Form- Fillable.Pdf).
- STEP 2: Confirm the consultant/company is a vendor or establish them as such in the vendor data base.
- STEP 3: Use the [UNIFORM CONTRACT AMENDMENT](#) (also located H Drive\PURCHASING\FORMS FOR DEPARTMENT USE\Uniform City Amendment Template) or [UNIFORM CONTRACT AMENDMENT W BUILDING COMMITTEE](#) (also located H Drive\Purchasing\Forms For Department Use\Uniform City Amendment- Building Committee Template). Send the new contract amendment along the original contract and any previous amendments, with the completed routing form to your Department Director, the General Council, and the Risk Manager for approval.
- STEP 4: The original contract, previous amendments, the proposed amendment, and routing form will be returned to your office by the Risk Manager. Send two copies of the approved contract to the vendor for their signature. Two signed copies along with their insurance certificate as required by the Risk Manager are to be returned back to the department. Departments are to forward the insurance certificate to Risk for approval and uploading onto the N Drive.
- STEP 5: Send the two contracts signed by the vendor to the Purchasing Department along with the original routing sheet.
- STEP 6: After receiving the partially executed contract amendments back from the vendor, you may process the purchase order via the AUC system.
- STEP 7: At the top of the AUC Screen, click "Purchase Orders,"
- STEP 8: Hover over "Change Orders," click "Entry."
- STEP 9: Type in the PO # you wish to change, click "1. Do Change."
- STEP 10: Make any necessary changes to the Purchase Order. Make sure on the PO in Internal Notes you type "**Contracts en route to Purchasing.**" Be sure to reference the Amendment number on each line of the Purchase Order you are modifying. In addition, an approved insurance cert needs to be attached to the PO. **If a PO is received that requires contracts but the contracts are not in our office, nor is it noted on the PO that contracts are en route, the PO will be rejected.**
- STEP 11: Print out the Change Order Entry screen and have your department director sign & date.
- STEP 12: Scan and attach the signed Change Order Entry screen to the change order.
- STEP 13: your amendment number under "reason" at the top of the screen as well as the "effective date" of the change. If it should be effective immediately, use today's date.
- STEP 14: Click "Check PO" and you should be all set.
- STEP 15: Send the two contracts signed by the vendor to the Purchasing Department along with the original routing sheet.
- STEP 16: Purchasing will review the PO along with the contracts. When the PO is approved, the Purchasing Department will send the two contracts to the Mayor to be executed. Contracts will be available on the N drive/contracts/your department's folder once Purchasing receives them back from the Mayor's Office. POs are not officially executed until they are signed by the Mayor.

The Purchasing Department will forward a fully executed contract along with a PO to the vendor.

## RESUBMITTING REJECTED PURCHASE ORDERS

If a purchase order is rejected, please use the following steps to resubmit:

- STEP 1: At the top of your AUC Dashboard, click on the “Purchase Orders” tab.
- STEP 2: Click on “Disapproved.”
- STEP 3: Select your Purchase Order that was disapproved that needs to be resubmitted.
- STEP 4: Begin to enter revisions and/or add attachment(s). At that time, you will receive a message **“Do you want to remove this PO from Approval Process and Edit?”** Click “yes”.
- STEP 4: Complete entering revisions and/or add any required attachment(s) to the PO. **\*\*If you don’t revise and/or add any attachment(s), you have to go into the “Item Description” field and type something (a period, or a symbol at the end of a sentence). Without this, AUC will not recognize the PO was rejected and will not allow you to resubmit the PO.**
- STEP 5: Click “Check PO” to check for errors.
- STEP 6: If the PO has no errors, it will be released automatically to the Department Director for approval.

## CLOSING/LIQUIDATING PURCHASE ORDERS

Purchase orders can be closed or liquidated for a variety of reasons, the most common being that all invoices have been paid in full and remaining funds are no longer needed.

Please use the following steps when closing a standard purchase order:

- STEP 1: At the top of your AUC Dashboard, click on the "Purchase Orders" tab.
- STEP 2: Click on "Queries" and "View all Purchase Orders."
- STEP 3: Type in the Purchase Order number you want to close.
- STEP 4: Click "Select" next to the Purchase Order number.
- STEP 5: Click "Request Cancellation."
- STEP 6: Type in a specific reason as to why you no longer need this PO in place. An inadequate description would be "No longer needed." A proper description would be: "All invoices for this fiscal year have been paid"
- STEP 7: If your purchase order was established to fulfill a **contract** and there are funds remaining in that contract, you must state "per the director, all services have been completed, and all invoices have been paid in full".

## SALE/AUCTION OF SURPLUS PROPERTY

**\*\* Prior to transferring or selling any obsolete and/or unused items, a [REQUEST FOR DISPOSAL OF SURPLUS PROPERTY FORM](#) (also located H Drive\Purchasing\Forms For Department Use\Disposal of Surplus Property Form-Updated.pdf ) must be submitted to the Purchasing Department \*\***

Please see “Chapter 78 Section-13 *“Transfer or sale of supplies”* of the Purchasing Ordinance” below.

The Supervisor of Purchases, with the approval of the Mayor, shall transfer, to or between departments, offices and agencies, or sell supplies, materials, and equipment, determined after consultation with the head of the Department, office or agency concerned, to be surplus, obsolete or unused.

A.

Reporting. All using agencies shall submit to the Supervisor, at such times and in such form as he shall prescribe, reports showing stocks of all supplies and equipment which are no longer used or which have become obsolete, worn out or scrapped. Please use the [REQUEST FOR DISPOSAL OF SURPLUS PROPERTY FORM](#).

B.

Transfer. The Supervisor shall have the authority, with the approval of the Director of Finance or the Mayor, to transfer surplus stock to other using agencies.

C.

Sales. The Supervisor shall have the authority, with the approval of the Director of Finance or the Mayor, to sell all supplies which have become unsuitable for public use or to exchange the same for, or trade in the same on, new supplies.

D.

Accounting procedures. Supplies, materials and equipment transferred between departments or offered for sale, exchange or trade shall be credited by the Supervisor to the storeroom inventory and, if transferred, by a charge against the appropriation of the using agency.

E.

Competitive bidding. Sales under this section shall be made to the highest responsible bidder, and in conformance with § 78-8

If no city department is interested in the obsolete or unused item(s) and such item(s) has not sold at auction, the department may “donate” such item(s) in lieu of “selling” it.

In addition, any obsolete or unusable property with a value of \$25,000 or more, the “Standardization and Specifications Committee” (see section 78-3) will meet to review such property on a case by case basis and determine the best sales method to utilize set forth in the Purchasing Ordinances.

Please note, Section “78-7 Competitive bidding required, item C” of our Purchasing Ordinance allows the City of Middletown to utilize state or federal and/or other governmental cooperative purchasing agreements in lieu of obtaining sealed competitive bids.

An example of such a contract available is The State of Connecticut’s awarded contract for “Web Based Online Auction Services for the Sale of the State of Connecticut’s Surplus Property” contract number 12PSX0164 which is available to all political subdivisions.

## **GovDeals**

[www.govdeals.net](http://www.govdeals.net) (Client Asset Server for Purchasing Use Only)

[www.govdeals.com](http://www.govdeals.com) (Public Website)

### **To Dispose of Surplus Property**

- STEP 1: Department contacts the Purchasing Department with any surplus that can be sold at auction. Must complete [REQUEST FOR DISPOSAL OF SURPLUS PROPERTY FORM](#) (also located H Drive\Purchasing\FORMS For Department Use\Disposal of Surplus Property Form-Updated.pdf).
- STEP 2: Department determines minimum auction price, provides description and pictures of assets to be auctioned to Purchasing (if items are over \$25,000 must go to Standardization Committee).
- STEP 3: Purchasing enters assets to be auctioned off on Govdeals.net to be viewed by bidders on Govdeals.com.
- STEP 4: Bidders are welcome to ask questions through Govdeals on posted assets. If a question is submitted, Purchasing will forward it to the originating department. The response will then be entered by Purchasing on Govdeals for the bidders review.
- STEP 5: There is no cost to the City of Middletown for auctioning off assets. Govdeals fee is paid through a 12.5% buyer's premium which is added to the awarded bid.
- STEP 6: Items are recommended by Govdeals to stay out to auction between 7 and 10 business days.
- STEP 7: Once auction closes the Buyer and Purchasing are notified by Govdeals that an asset has been awarded.
- STEP 8: Bidder has 5 days to pay Govdeals through Paypal. After payment has been received by Govdeals for the asset, Purchasing is notified. Purchasing then prints a copy of the Bill of Sale and waits to be contacted by the buyer to schedule pickup.
- STEP 9: Once Purchasing is contacted by the buyer, the Department that auctioned off the asset will be contacted to schedule a pickup date with the buyer. Purchasing is to be notified once a date has been established.
- STEP 10: Assets should be picked up within 10 days or upon discretion of the department who has auctioned off the asset. The City of Middletown is not to ship any items to the awarded buyer per the Govdeals Online Sales Terms and Conditions. It is recommended to contact any buyer who has not arranged for removal by the eighth business day.
- STEP 11: At the time of pick up the buyer must provide the "buyer's certificate" (which is provided to the buyer by Govdeals). The buyer must also sign the "bill of sale" (which is provided to the Purchasing Department by Govdeals).
- STEP 12: Bill of sale should be submitted to Purchasing Department once assets are removed.
- STEP 13: Purchasing will notify Govdeals that the assets have been picked up so payment can be released to the city. **\*\*Please note all payments are sent directly to Purchasing.\*\*** Finance will at that time determine where to deposit the funds.
- STEP 14: Process is complete.

## Q & A

1. Can you create a new Purchase Order from a posted Purchase Order?  
Yes, however, not for Purchase Orders entered using the bid retrieval system.

Purchase Orders→Purchase Order Entry→Create New From Posted PO  
Enter Posted PO#→click select→click “4 create PO”→make changes accordingly

2. How can I reprint a Purchase Order?

Purchase Orders→Purchase Order Entry→Reprint Purchase Orders  
Enter PO #→Reprint POs (May enter more than one at a time) →Select Yes

3. How can I email a Purchase Order?

Purchase Orders→Queries→View All Purchase Orders→Enter PO#→Select Attachments  
Tab→Click on Original PO Print→Click Email→Enter Required Email Address→Click OK

4. What if I don't want a PO to be mailed?

All purchase orders will be mailed out unless noted in the delivery notes “Do not mail PO”

5. When submitting a vendor application to Purchasing, please complete the section indicating if it's a “new vendor” or an “existing vendor”. For existing vendors, please include their vendor # in the space provided.

6. What do you do if more than one local vendor is willing to match cooperative contract pricing?

- If the cooperative contract was awarded to various vendors at various hourly rates; the local vendor that offers the lowest hourly rate should be selected.
- If the cooperative contract was awarded on a “fixed pricing” basis, consideration will be given to the local vendor that can best meet the needs of the department(s). For example, being available to meet the schedule set by departments i.e. complies with the start and completion dates in a timely manner.
- In many cases, a “rotation schedule” shall be considered and followed, allowing various local vendors the opportunity to serve The City of Middletown.

7. What are the general guidelines for using the City Credit Card (P-Card)

- Personal items must never be purchased using the P-Card.
- You may never split purchases into multiple transactions to circumvent the \$2,000 per transaction limit.
- You may not use your P- Card for disapproved items such as: alcoholic beverages, automotive gasoline, tobacco products, financial services, including ATM access, and adult products or services.
- Recurring monthly payments

## LIST AND LINKS TO VARIOUS COOPERATIVE CONTRACTS

[Capitol Region Council of Governments \(CRCOG\)](#) – Scroll down to see “Current Bid Results” or copy and paste link below.

(<http://crocog.org/capitol-region-purchasing-council/annual-bid-results/#1441873920568-18a8a48a-76149ca1-a0c5>)

CRCOG offers numerous savings opportunities. These local and national programs are available to all public and private school districts, towns and municipalities, libraries and non-profit organizations.

Contact: Maureen Goulet, Program Manager - Purchasing, (860) 522-2217 x237

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[Capitol Region Education Council \(CREC\)](#) (<http://www.crec.org/coop/>)

CREC offers numerous savings opportunities. Our programs include: The CT Consortium for Cooperative Purchasing, PEPPM Technology Bidding and Purchasing Program, and the Association of Educational Purchasing Agencies (AEPA).

These local and national programs are available to all public and private school districts, towns and municipalities, libraries and non-profit organizations.

Contact: Cara Hart, Coordinator of Cooperative Services, (860) 534-4021

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[General Services Administration \(GSA\)](#) (<http://www.gsa.gov/portal/content/202285>)

[GSA Federal Supply Schedule 70](#) information technology products and services including mobile device and mobile application management (MDM/MAM) tools, automated data processing equipment (firmware), software, cloud computing services, hardware, support equipment, and professional services.

Contact:

ITCSC@gsa.gov

(855) ITaid4U (482-4348)

[GSA Federal Supply Schedule 84](#) Used for the purchase of security and law enforcement equipment. It features alarm and signal systems, facility management systems, firefighting and rescue equipment, law enforcement and security equipment, marine craft and related equipment, special purpose clothing, and related services.

Contact:

mashelpdesk@gsa.gov

(800)488-3111

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**[Houston-Galveston Area Council – HGACBuy](http://www.hgacbuy.org/)** (<http://www.hgacbuy.org/>)

Program of the Houston-Galveston Area Council, which is a regional council of governments. Specializes in high ticket, capital intensive products and services, primarily public safety, public works and communications.

Contact:

HGACBuy

P.O. Box 22777

Houston, TX. 77227-2777

Phone: (800) 926-0234

Fax: (713) 993-4548

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**[Keystone Purchasing Network](http://www.thekpn.org/)** (<http://www.thekpn.org/>)

KPN is a national cooperative purchasing program, with bids awarded through its parent government entity, the Central Susquehanna Intermediate Unit. Districts and agencies in most states may piggyback on these contracts and services.

Contact:

Jeffrey Kimball

Cooperative Purchasing Services Director

(570) 523-1155 x2130

Carrie Adams

Cooperative Purchasing Program Assistant

(570) 523-1155 x2182

Mark Carollo

Cooperative Purchasing Network Administrator

(570) 523-1155

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**[MHEC](http://private.mhec.net/List_All_Contracts.aspx)** ([http://private.mhec.net/List\\_All\\_Contracts.aspx](http://private.mhec.net/List_All_Contracts.aspx))

Contact: Jon Howard, Senior Contract Specialist, 413-577-1227

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**[Minnesota Multistate Contracting Alliance for Pharmacy \(MMCAP\)](http://www.mmd.admin.state.mn.us/mmcap/)**

(<http://www.mmd.admin.state.mn.us/mmcap/>)

A free, voluntary group purchasing organization for government facilities that provide healthcare services. Members receive access to a full range of pharmaceuticals and other healthcare products.

Contact:

Jeff Schimbeno

Eastern Region Senior Account Executive

(Consultant)

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[NASPO Value Point \(formerly WSCA-NASPO\)](http://naspovaluepoint.org/#/home/contracts) (<http://naspovaluepoint.org/#/home/contracts>)

NASPO ValuePoint is a unified, nationally focused cooperative aggregating the demand of all 50 states, the District of Columbia and the organized US territories, their political subdivisions and other eligible entities spurring best value, innovation and competition in the marketplace.

Mike Wenzel  
Northeast Region Education and Outreach Coordinator  
(217) 313-8244

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[National Cooperative Purchasing Alliance](http://www.ncpa.us/) (<http://www.ncpa.us/>)

NCPA is a nationwide government purchasing cooperative working to reduce the cost of goods and services by leveraging the purchasing power of public agencies in all 50 states. Lead agencies competitively solicit master contracts, which are available for use to over 90,000 agencies nationwide in both the public and nonprofit sectors including: K-12, Higher Education, City, County, State and all non-profit organizations.

Contact:  
(888) 543-6515  
E-mail: [info@ncpa.us](mailto:info@ncpa.us)

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[National IPA](http://www.nationalipa.org/) (<http://www.nationalipa.org/>)

Cooperative purchasing organization for public agencies across the United States. Uses the “lead agency” format.

Contact:  
Stephen Maxwell  
Northeast Regional Manager  
Office: (615) 771-8781, ext. 2006  
Cell: (732) 608-4403

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[NJPA](http://www.njpacoop.org) – National Joint Powers Alliance (<http://www.njpacoop.org>)

The National Joint Powers Alliance (NJPA) is a public agency serving as a national contracting agency that facilitates the bidding and contracting process on behalf of its Members. NJPA awards and hosts its own contracts under the authority of Minnesota State Laws. Said contracts are solicited, awarded, and monitored by a public agency with a publicly elected board of directors, and do not require the services of a lead agency.

CRCOG has joined the NJPA on behalf of those CRPC towns who would like to use NJPA contracts but are not members. The account number that should be referenced if you are purchasing off of an NJPA contract through the CRCOG Account is **#112278**

Contact:  
Membership Relations and Communications: [Duff Erholtz](#)  
(218) 894-5490  
(281) 894-6812 (cell)

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[PEPPM](http://www.peppm.org/) (http://www.peppm.org/)

Technology bidding and purchasing program.

Contact:

PEPPM Program  
90 Lawton Lane  
Milton, PA 17847  
(855) 654-5290

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[TCPN](http://www.tcpn.org) (http://www.tcpn.org)

The Cooperative Purchasing Network competitively bids and awards contracts to national vendors in accordance with purchasing procedures mandated by state procurement laws and regulations.

Contact: Susan Ross, Regional Manager, Northeast (914) 525-4071

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[TIPS-USA](http://tips-usa.com/) (http://tips-usa.com/)

The Interlocal Purchasing System is a national purchasing cooperative that offers access to competitively procured purchasing contracts to its membership, and is housed and managed by the Region 8 Education Service Center located in Pittsburg, TX

Contact:

Frank Meyran  
Program Manager, East Region  
706-372-0359

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[US Communities](http://www.uscommunities.org/) (http://www.uscommunities.org/)

Non-profit government purchasing cooperative, lead agency develops RFP/Bid and US Communities Advisory Board, made up of public purchasing professionals, reviews and recommends an award.

Contact: Zac Adams, Program Manager, (518) 603-3263

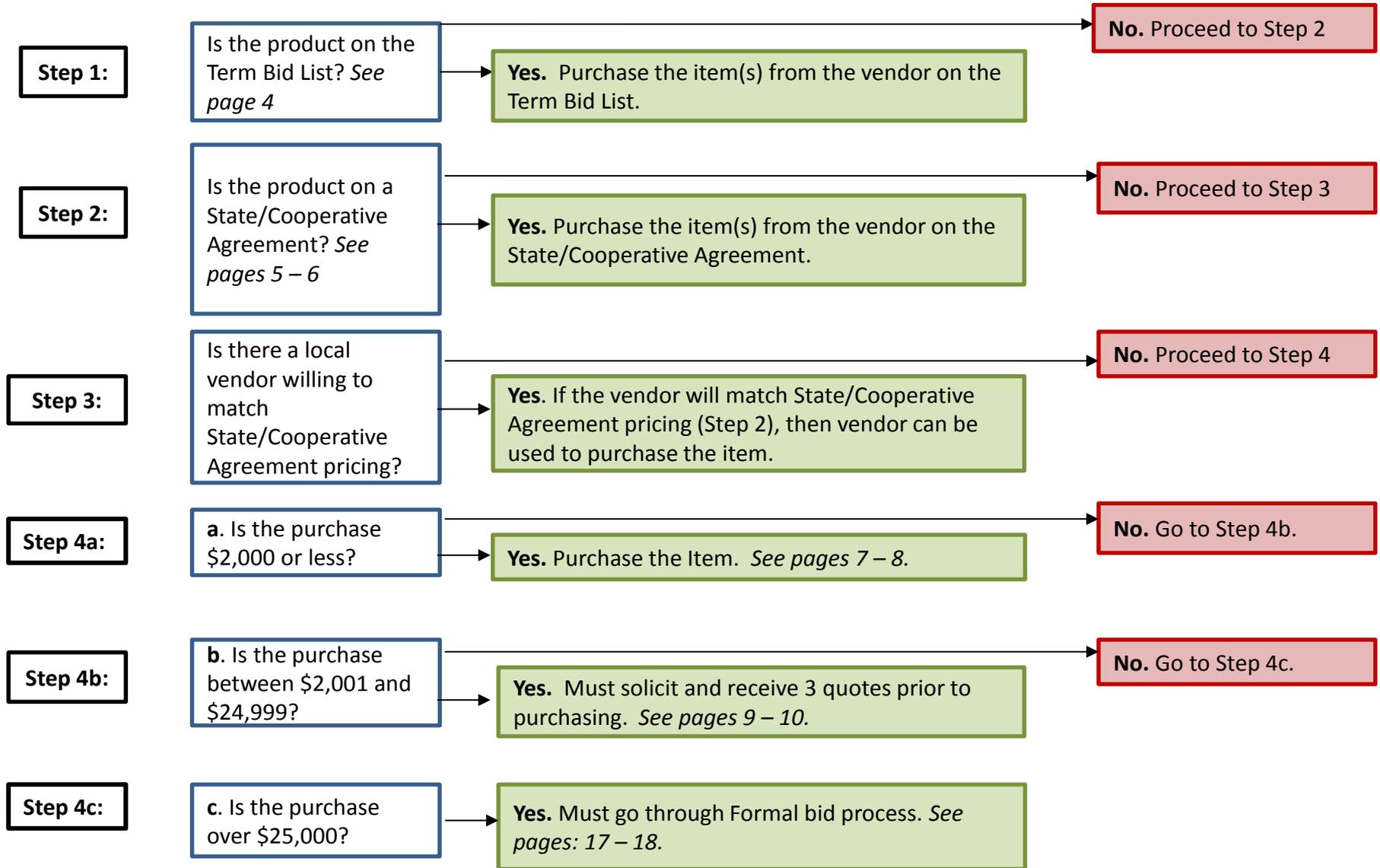
**FLOW CHARTS FOR THE FOLLOWING**

[I would like to Purchase a Product](#)

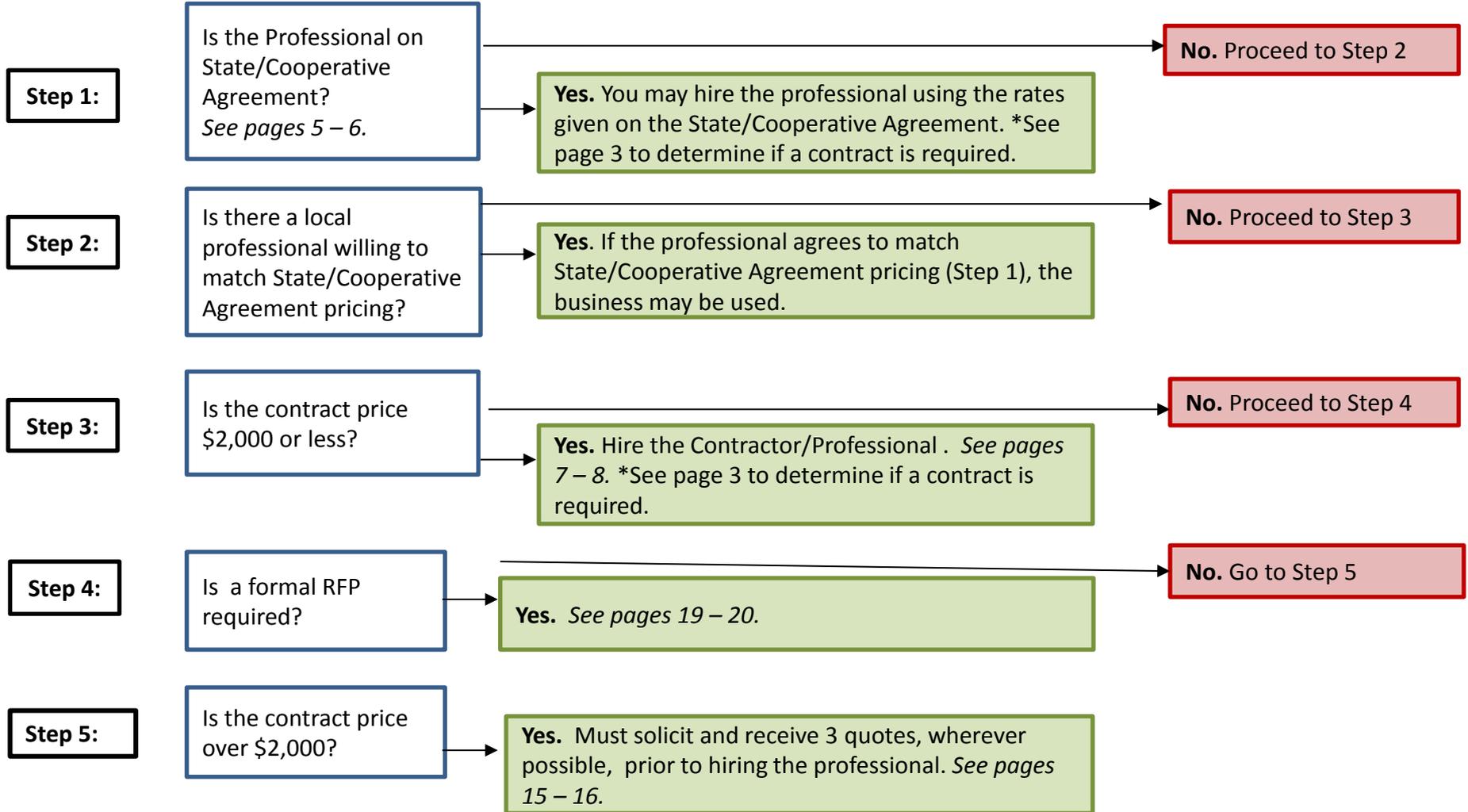
[I would like to hire a Professional for Services](#)

[Accepting donations of goods and services](#)

# I would like to Purchase a Product



# I would like to Hire a Professional for Services:



# Accepting Donations of Goods and Services

## Donation of Goods

A person would like to donate a physical good to the City.

The Department Head for the receiving Department must bring the proposal before the Common Council to accept the good or property and discuss any associated costs, maintenance and liability.

## Offering Services at no-cost

A person would like to offer a service to the City at no cost, e.g. consulting services, mowing fields, etc.

**Option 1:** The Department Head can bring the proposal before the Common Council to accept the offering of services and to discuss any associated costs or liabilities.

**Option 2:** The Department Head can choose to go through an RFP process to offer the service option to any interested parties.

# **SAMPLES OF ALL PURCHASING FORMS**

**SAMPLE**  
**VENDOR APPLICATION**



**Purchasing Department**

245 DeKoven Drive, Room 112  
Middletown, CT 06457  
860.638.4895 phone 860.638.1995 fax  
purchase@MiddletownCT.gov

Dear Vendor,

We appreciate your company's interest in providing goods and/or services to the City of Middletown. In order to assure that all vendors are consistently notified of our requirements, we maintain an automated vendor and bid file. The City uses this file for all formal bids, as well as various quotations as needed.

The City of Middletown's bid limit is \$24,999. All products and services in excess of this amount shall be formally bid. If you are interested in being notified of bid opportunities please visit our website [www.MiddletownCT.gov](http://www.MiddletownCT.gov) and register to receive bid notifications.

This vendor application was developed to assist the Purchasing Department to maintain the vendor list. If your company wishes to do business or wishes to continue to do business with the City of Middletown, this application must be completed and returned.

The application contains a general listing of goods and services. Please complete this listing by checking any commodity item that your company can provide to the City and return the completed form via fax, mail, or email.

The City of Middletown appreciates your interest and looks forward to doing business with you. Your assistance will enable us to assure that each vendor is given equal consideration as well as assist us in managing our vendor file. Please contact the Purchasing Office at (860) 638-4895 if you have any questions.

Sincerely,

***Donna L. Imme, CPPB***  
**Supervisor of Purchases**



## COMMODITY CLASS LIST

**PLEASE PLACE A CHECKMARK BY THE ITEMS YOU ARE INTERESTED IN SUPPLYING.**

- |  |   |
|--|---|
| <p><input type="checkbox"/> <b>005</b> Abrasives</p> <p><input type="checkbox"/> <b>010</b> Acoustical Tile, Insulating Materials, and Supplies</p> <p><input type="checkbox"/> <b>015</b> Addressing, Copying, Mimeograph, &amp; Spirit<br/>Duplicating Machine Supplies: Chemicals, Inks, Paper, Etc.</p> <p><input type="checkbox"/> <b>019</b> Agricultural Crops &amp; Grains including Fruits, Melons,<br/>Nuts and Vegetables</p> <p><input type="checkbox"/> <b>020</b> Agricultural Equipment, Implements, and Accessories</p> <p><input type="checkbox"/> <b>022</b> Agricultural Implement and Accessory Parts</p> <p><input type="checkbox"/> <b>025</b> Air Compressors and Accessories</p> <p><input type="checkbox"/> <b>031</b> Air Conditioning, Heating, and Ventilating: Equipment<br/>Parts and Accessories (see related items in Class 740)</p> <p><input type="checkbox"/> <b>035</b> Aircraft and Airport, Equipment, Parts and Supplies</p> <p><input type="checkbox"/> <b>037</b> Amusement, decorations, entertainment, toys, etc.</p> <p><input type="checkbox"/> <b>040</b> Animals, Live: Bees, Dogs, Fish, Livestock, and Poultry</p> <p><input type="checkbox"/> <b>045</b> Appliances and Equipment, Household Type</p> <p><input type="checkbox"/> <b>050</b> Art Equipment and Supplies</p> <p><input type="checkbox"/> <b>052</b> Art Objects</p> <p><input type="checkbox"/> <b>055</b> Automotive Accessories - Automobiles, Buses, Trucks, Etc</p> <p><input type="checkbox"/> <b>060</b> Automotive Maintenance Items, Repair &amp;<br/>Replacement Parts</p> <p><input type="checkbox"/> <b>065</b> Automotive Bodies Accessories, and Parts</p> <p><input type="checkbox"/> <b>070</b> Automotive Vehicles &amp; Related Transportation Equip</p> <p><input type="checkbox"/> <b>075</b> Automotive Shop Equipment and Supplies</p> <p><input type="checkbox"/> <b>080</b> Badges, Emblems, Name Tags and Plates, Jewelry, etc.</p> <p><input type="checkbox"/> <b>085</b> Bags, Bagging, Ties, and Erosion Control Equipment</p> <p><input type="checkbox"/> <b>090</b> Bakery Equipment, Commercial</p> <p><input type="checkbox"/> <b>095</b> Barber and Beauty Shop Equipment and Supplies</p> <p><input type="checkbox"/> <b>099</b> Policy manuals</p> <p><input type="checkbox"/> <b>100</b> Barrels, Drums, Kegs, and Containers</p> <p><input type="checkbox"/> <b>105</b> Bearings (except Wheel Bearings &amp; Seals-see 060)</p> <p><input type="checkbox"/> <b>110</b> Belts, Conveyer, Elevator, Power Transmission &amp; V-Belts</p> <p><input type="checkbox"/> <b>115</b> Biochemicals, Research</p> <p><input type="checkbox"/> <b>120</b> Boats, Motors, and Marine and Wildlife Supplies</p> <p><input type="checkbox"/> <b>125</b> Bookbinding Supplies</p> <p><input type="checkbox"/> <b>135</b> Bricks, Stone, Other Clay Products, Refractory Materials</p> <p><input type="checkbox"/> <b>140</b> Broom, Brush, Mop Manufacturing Machinery &amp; Supplies</p> <p><input type="checkbox"/> <b>145</b> Brushes (not otherwise classified)</p> <p><input type="checkbox"/> <b>150</b> Builder's Supplies</p> <p><input type="checkbox"/> <b>155</b> Buildings and Structures: Fabricated and Prefabricated</p> <p><input type="checkbox"/> <b>160</b> Butcher Shop and Meat Processing Equipment</p> <p><input type="checkbox"/> <b>165</b> Cafeteria and Kitchen Equipment, Commercial</p> <p><input type="checkbox"/> <b>175</b> Chemical Laboratory Equipment and Supplies</p> <p><input type="checkbox"/> <b>180</b> Chemical Raw Materials (in Large Quantities Primarily<br/>for Manufacturing Janitorial and Laundry Products)</p> <p><input type="checkbox"/> <b>190</b> Chemicals and Solvents, Commercial (in bulk)</p> <p><input type="checkbox"/> <b>192</b> Cleaning Compositions, Detergents, Solvents<br/>And Strippers (Prepackaged)</p> <p><input type="checkbox"/> <b>193</b> Clinical Laboratory Reagents and Tests (Blood Grouping,<br/>Diagnostic, Drug Monitoring, etc.)</p> <p><input type="checkbox"/> <b>195</b> Clocks, Timers, Watches, Watchmakers' Tools &amp; Equip.</p> <p><input type="checkbox"/> <b>200</b> Clothing, Apparel, Uniforms, and Accessories</p> <p><input type="checkbox"/> <b>204</b> Computer Hardware / Peripherals for Microcomputers</p> <p><input type="checkbox"/> <b>205</b> Computers &amp; Information Processing Systems: Hardware<br/>Items, Software, Peripherals, Related Materials</p> <p><input type="checkbox"/> <b>206</b> Hardware/peripherals for Mini &amp; Mainframe Computer</p> <p><input type="checkbox"/> <b>207</b> Computer accessories and supplies</p> <p><input type="checkbox"/> <b>208</b> Preprogrammed Computer software for microcomputers</p> <p><input type="checkbox"/> <b>209</b> Preprogrammed software - mini &amp; mainframe computers</p> <p><input type="checkbox"/> <b>210</b> Concrete &amp; Metal Culverts, Pilings, Pipe, Septic Tanks<br/>and Supplies</p> | <p><input type="checkbox"/> <b>220</b> Controlling, Indicating, Measuring, Monitoring, &amp;<br/>Recording Instruments and Supplies</p> <p><input type="checkbox"/> <b>225</b> Coolers, Drinking Water</p> <p><input type="checkbox"/> <b>232</b> Crafts, General</p> <p><input type="checkbox"/> <b>233</b> Crafts, Specialized</p> <p><input type="checkbox"/> <b>240</b> Cutlery, Dishes, Flatware, Glassware, Trays, Utensils,<br/>and Supplies</p> <p><input type="checkbox"/> <b>245</b> Dairy Equipment and Supplies</p> <p><input type="checkbox"/> <b>250</b> Data Processing Cards and Paper</p> <p><input type="checkbox"/> <b>255</b> Decals and Stamps</p> <p><input type="checkbox"/> <b>260</b> Dental Equipment and Supplies</p> <p><input type="checkbox"/> <b>265</b> Draperies, Curtains, &amp; Upholstery Material (Including<br/>Automobile Upholstery Material)</p> <p><input type="checkbox"/> <b>269</b> Drugs and pharmaceuticals</p> <p><input type="checkbox"/> <b>270</b> Drugs, Pharmaceuticals and Biologicals (for Human<br/>Therapeutic use)</p> <p><input type="checkbox"/> <b>271</b> Drugs, Pharmaceuticals, &amp; sets (for large-volume<br/>Administration, Infusion, Irrigation, &amp; Tube Feeding)</p> <p><input type="checkbox"/> <b>280</b> Electrical Cables and Wires (not Electronic)</p> <p><input type="checkbox"/> <b>285</b> Electrical Equipment &amp; Supplies (except Cable &amp; Wire)</p> <p><input type="checkbox"/> <b>287</b> Electronic Components, Replacement Parts, and<br/>Accessories: &amp; Miscellaneous Electronic Equipment</p> <p><input type="checkbox"/> <b>290</b> Energy Collecting Equipment &amp; Accessories: Solar &amp; Wind</p> <p><input type="checkbox"/> <b>295</b> Elevators, Building Type</p> <p><input type="checkbox"/> <b>300</b> Embossing and Engraving</p> <p><input type="checkbox"/> <b>305</b> Engineering Equipment, Surveying Equipment,<br/>Drawing Instruments, and Supplies</p> <p><input type="checkbox"/> <b>310</b> Envelopes, Plain or Printed</p> <p><input type="checkbox"/> <b>315</b> Epoxy Based Formulations for Adhesives, Coatings,<br/>and Related Agents</p> <p><input type="checkbox"/> <b>318</b> Fare Collection Equipment and Supplies</p> <p><input type="checkbox"/> <b>320</b> Fastening, Packaging, Strapping, Tying Equipment</p> <p><input type="checkbox"/> <b>325</b> Feed, Bedding, Vitamins and Supplements for Animals</p> <p><input type="checkbox"/> <b>330</b> Fencing</p> <p><input type="checkbox"/> <b>335</b> Fertilizers and Soil Conditioners</p> <p><input type="checkbox"/> <b>340</b> Fire Protection Equipment and Supplies</p> <p><input type="checkbox"/> <b>345</b> First Aid and Safety Equipment and Supplies<br/>(except Nuclear and Welding)</p> <p><input type="checkbox"/> <b>350</b> Flags, Flag Poles, Banners, and Accessories</p> <p><input type="checkbox"/> <b>360</b> Floor Covering, Floor Covering Installation and<br/>Removal Equipment, and Supplies</p> <p><input type="checkbox"/> <b>365</b> Floor Maintenance Machines, Parts, and Accessories</p> <p><input type="checkbox"/> <b>370</b> Food Processing and Canning Equipment and Supplies</p> <p><input type="checkbox"/> <b>375</b> Foods: Bakers Products (Fresh)</p> <p><input type="checkbox"/> <b>380</b> Foods: Dairy Products (Fresh)</p> <p><input type="checkbox"/> <b>385</b> Foods: Freeze-Dried, Frozen and Prepared Ready-to-Eat</p> <p><input type="checkbox"/> <b>390</b> Foods: Perishable</p> <p><input type="checkbox"/> <b>393</b> Foods: Staple Grocery and Grocer's Miscellaneous</p> <p><input type="checkbox"/> <b>395</b> Forms, Continuous: Computer Paper, Form Labels,<br/>Snap-Out Forms, and Folders for Forms</p> <p><input type="checkbox"/> <b>400</b> Foundry Castings, Equipment, and Supplies</p> <p><input type="checkbox"/> <b>405</b> Fuel, Oil, Grease and Lubricants</p> <p><input type="checkbox"/> <b>410</b> Furniture: Health Care and Hospital Facility</p> <p><input type="checkbox"/> <b>415</b> Furniture: Laboratory</p> <p><input type="checkbox"/> <b>420</b> Furniture: Cafeteria, Chapel, Dormitory, Household,<br/>Library, Lounge, School</p> <p><input type="checkbox"/> <b>425</b> Furniture: Office</p> <p><input type="checkbox"/> <b>430</b> Gases, Containers, Equipment: Laboratory, Medical and<br/>And Welding</p> <p><input type="checkbox"/> <b>435</b> Germicides, Cleaners, and Related Sanitation Products<br/>For Health Care Personnel</p> |
|--|---|

__440 Glass and Glazing Supplies	__685 Poultry Equipment and Supplies
__445 Powered and Non-Powered Hand Tools, & Accessories	__690 Power generation equipment, accessories, and supplies
__450 Hardware and Related Items	__691 Power transmission equipment-electrical, Mechanical Air and Hydraulic
__460 Hose, Accessories and Supplies: Industrial, Commercial and Garden	__700 Printing Plant Equipment and Supplies (except Papers)
__465 Hospital / Surgical Equipment, Instruments, & Supplies	__705 Printing Preparations: Etching, Photoengraving, Typesetting, and Preparing Mats, Negatives, and Plates
__470 Hospital Equipment and Supplies: Mobility, Speech Impaired, and Restraint Items	__710 Prosthetic Devices, Hearing Aids, Auditory Testing Equipment, Electronic Reading Devices, etc.
__475 Hospital, Surgical, and Related Medical Accessories And Sundry Items	__715 Publications and Audiovisual Materials (Prepared Materials only, not Equipment, Supplies, or Production)
__485 Janitorial Supplies, General Line	__720 Pumping Equipment and Accessories
__490 Laboratory Equipment and Accessories for General Analytical and Research Use) Nuclear, Optical, Physical	__725 Radio Communication, Telephone, & Telecommunication Equipment, Accessories, and Supplies
__493 Laboratory Equipment and Accessories: Biochemistry Chemistry, Environmental Science, etc.	__730 Radio Communication and Telecommunication Testing, Measuring, & Analyzing Equipment, Accessories/Supplies
__495 Laboratory and Field Equipment and Supplies: Biology Botany, Geology, Microbiology, Zoology, etc.	__735 Rags, Shop Towels, and Wiping Cloths
__500 Laundry and Dry Cleaning Equipment, Accessories, And Parts (Non-Agricultural Applications)	__740 Refrigeration Equipment and Accessories
__505 Laundry and Dry Cleaning Compounds and Supplies	__745 Road and Highway Building Materials (Asphaltic)
__510 Laundry Textiles and Supplies	__750 Road and Highway Building Materials (not Asphaltic)
__515 Lawn Maintenance Equipment, Accessories, and Parts (Non-Agricultural Applications)	__755 Road and Highway Equipment and Parts: Asphalt and Concrete Handling and Processing
__520 Leather and Related Equipment, Products, Accessories, And Supplies	__760 Road and Highway Equipment: Earth Handling, Grading Moving, Packing, etc.
__525 Library and Archival Equipment, Machines, and Supplies	__765 Road and Highway Equipment (except Asphalt, Concrete, And Earth Handling Equipment- Classes 755 and 760)
__530 Luggage, Brief Cases, Purses and Related Items	__770 Roofing (except Wood-see Class 540)
__540 Lumber and Related Products	__775 Salt (Sodium Chloride) (except Table-see Class 393)
__545 Machinery and Hardware, Industrial	__780 Scales and Weighing Apparatus (see 175-08 for Laboratory Balances)
__550 Markers, Plaques, Signs, and Traffic Control Devices	__785 School Equipment and Supplies
__555 Marking and Stenciling Devices	__790 Seed, Sod, Soil, and Inoculants
__556 Mass Transportation-Transit Bus	__795 Sewing Room and Textile Machinery, & Accessories
__557 Mass Transportation-Transit Bus Accessories and Parts	__800 Shoes and Boots
__558 Mass Transportation-Rail Vehicles and Systems	__801 Signs, Sign materials, Sign making equipment, Etc.
__559 Mass Transportation Rail Vehicle Parts and Accessories	__803 Sound Systems, Components, and Accessories: Group Intercom, Music, Public Address, etc.
__560 Material Handling & Storage Equipment & Allied Items	__805 Sporting and Athletic Goods
__565 Mattress Manufacturing Machinery and Supplies	__810 Spraying Equipment (except Household, Nursery Plant, and Paint)
__570 Metals: Bars, Plates, Rods, Sheets, Strips, Structural Shapes, Tubing and Fabricated Items	__815 Steam / Hot Water Fittings, Accessories, & Supplies
__575 Microfiche/Microfilm Equipment, Accessories, & Supplies	__820 Steam Boilers Steam Heating, & Power Plant Equipment and Repair
__578 Miscellaneous Products	__825 Stockman Equipment and Supplies
__580 Musical Instruments, Accessories, and Supplies	__830 Mobile, Portable, and Stationary Tanks (Metal, Wood, and Synthetic Materials)
__590 Notions and Related Sewing Accessories and Supplies	__832 Tape (not Data Processing, Measuring, Optical Sewing, Sound, or Video)
__595 Nursery Stock, Equipment, and Supplies	__840 Television Equipment and Accessories
__600 Office Machines, Equipment, and Accessories	__845 Testing Apparatus and Instruments
__605 Office Mechanical Aids, Small Machines, & Apparatuses	__850 Textiles, Fibers, Household Linens, and Piece Goods
__610 Office Supplies: Carbon Paper and Ribbons, all Types	__855 Theatrical Equipment and Supplies
__615 Office Supplies, General	__860 Tickets, Coupons Books, Sales Books, Script Books
__620 Office Supplies: Erasers, Inks, Leads, Pens, Pencils, etc.	__863 Tires and Tubes
__625 Optical Equipment, Accessories, and Supplies	__864 Train Controls, Electronic
__630 Paint, Protective Coating, Varnish, Wallpaper, Etc.	__865 Twine
__635 Painting Equipment and Accessories	__870 Venetian Blinds, Awnings, and Shades
__640 Paper and Plastic Products, Disposable	__875 Veterinary Equipment and Supplies
__645 Paper (for Office and Print Shop use)	__880 Visual Education Equipment and Supplies (except Projection Lamps-see Class 285)
__650 Park, Playground, and Swimming Pool Equipment	__885 Water Treating Chemicals
__652 Personal hygiene and grooming equipment and supplies	__890 Water Supply and Sewage Treatment (not for Air Conditioning, Steam Boiler, or Laboratory Reagent Water)
__655 Photographic Equipment and Supplies (Not inc. Graphics, Arts, Microfilm, and X-Ray)	__895 Welding Equipment and Supplies
__658 Pipe and tubing	__898 X-Ray & Other Radiological Equip. & Medical Supplies
__659 Pipe and tubing fittings	
__665 Plastics, Resins, Fiberglass: Forming, Laminating, and Molding Equipment, Accessories, and Supplies	
__670 Plumbing Equipment, Fixtures, and Supplies	
__675 Poisons: Agricultural and Industrial	
__680 Police Equipment and Supplies	

<p>__905 Aircraft Operations Services</p> <p>__906 Architect-Engineer and Other Professional Design Services (for Construction Coverage see Public Works-Class 968)</p> <p>__907 Architectural and engineering services, non-professional</p> <p>__908 Bookbinding, Rebinding, and Repairing</p> <p>__909 Building construction services, new</p> <p>__910 Building Maintenance and Repair Services</p> <p>__912 Construction Services, general</p> <p>__913 Construction Services, heavy</p> <p>__914 Construction Services, trade (new construction)</p> <p>__915 Communications and Media Related Services</p> <p>__918 Consulting Services</p> <p>__920 Data Processing Services and Software</p> <p>__924 Educational Services</p> <p>__925 Engineering Services, professional</p> <p>__926 Environmental and ecological services</p> <p>__928 Automobile, Truck, Trailer, Transit Buses, &amp; Other Vehicle Equipment maintenance, reconditioning and repair</p> <p>__929 Agricultural, Automotive, Heavy Industrial, and Marine Equipment Maintenance, Reconditioning, and Repair</p> <p>__931 Appliances, Athletic, Cafeteria, Furniture, Musical Instruments, Sewing Equipment Maintenance, Reconditioning, and Repair</p> <p>__934 Laundry, Lawn, Painting, Plumbing, and Spraying Equipment Maintenance, Reconditioning, and Repair</p> <p>__936 General Equipment Maintenance, Reconditioning</p> <p>__938 Hospital, Laboratory, &amp; Testing Equipment Maintenance, Reconditioning, and Repair Services</p> <p>__939 Office, Photographic, and Radio/Television Equipment Maintenance, Reconditioning, and Repair Services</p>	<p>__941 Power Generation, Maintenance, Reconditioning, Repair</p> <p>__945 Fishing, Hunting, Trapping, Game Propagation, Etc.</p> <p>__946 Financial Services</p> <p>__947 Forestry services</p> <p>__948 Health Related Services (not including Human Services)</p> <p>__952 Human Services</p> <p>__953 Insurance, all types</p> <p>__954 Laundry and Dry Cleaning Services</p> <p>__956 Library Services (excluding Class 908)</p> <p>__959 Marine construction services, Marine equipment maintenance and repair; related marine services</p> <p>__961 Miscellaneous Professional Services</p> <p>__962 Miscellaneous Services</p> <p>__964 Personnel, Temporary (Employment Agency Services)</p> <p>__966 Printing, Publishing, Silk Screening, and Typesetting</p> <p>__968 Public Works, Construction, and Related Services</p> <p>__971 Real Property Rental or Lease</p> <p>__975 Rental or Lease of Agricultural, Aircraft, Marine, and Automotive Heavy Equipment</p> <p>__977 Rental or Lease of Appliances- Cafeteria, Film, Musical/Sewing Equipment, Furniture, Hardware</p> <p>__979 Rental / Lease of Engineering, Hospital Laboratory, Instrument, Refrigeration, Scales, &amp; Testing Equipment</p> <p>__981 Rental or Lease of General Equipment</p> <p>__983 Rental or Lease of Janitorial, Laundry, Lawn Painting, Spraying, and Textile Equipment</p> <p>__985 Rental or Lease Services of Office, Photographic, Printing, Radio, Television, and Telephone Equipment</p> <p>__988 Roadside, Grounds, and Park Area Services</p> <p>__990 Security, Fire, Safety, and Emergency Services</p> <p>__998 Sale of surplus and obsolete items</p>
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**SAMPLE**  
**INSURANCE CERTIFICATE REQUEST FORM**



CITY OF MIDDLETOWN  
INSURANCE CERTIFICATE REQUEST FORM

Please complete and email this form to the Risk Department at  
[RiskMgr@MiddletownCT.gov](mailto:RiskMgr@MiddletownCT.gov)

**DATE OF REQUEST:**

**REQUESTING DEPARTMENT:**

**VENDOR NAME & ADDRESS:**

**VENDOR NUMBER:**

**VENDOR EMAIL ADDRESS:**

**BRIEF DESCRIPTION OF PURCHASE/SERVICE (PLEASE INDICATE IF ITEM IS BEING DELIVERED):**

**ESTIMATED COST OF PURCHASE/SERVICE: \$ \_\_\_\_\_**

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RISK WILL REQUEST INSURANCE CERTS AND NOTIFY DEPARTMENTS ONCE UPLOADED ON THE N DRIVE/PURCHASING/INSURANCE FOLDER.

\*\*PLEASE NOTE, IT MAY TAKE UP TO 5-7 BUSINESS DAYS BEFORE A VENDOR SUBMITS AN INSURANCE CERT, THEREFORE DEPARTMENTS ARE ASKED TO PLEASE PLAN ACCORDINGLY.

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**SAMPLE**  
**CONTRACT ROUTING FORM**

**CONTRACT ROUTING FORM**

**CITY OF MIDDLETOWN - CERTIFICATION LIST FOR ALL CONTRACTS**

VENDOR NAME

TOTAL ANTICIPATED COST

CONTRACT/PROJECT NAME AND BRIEF SUMMARY OF PROJECT:

**THE FOLLOWING SECTION MUST BE COMPLETED BEFORE VENDOR SIGNATURE:**

1.

\_\_\_\_\_  
DEPARTMENT NAME

\_\_\_\_\_  
DATE

APPROVAL BY:

\_\_\_\_\_  
DEPARTMENT DIRECTOR

2. OFFICE OF THE GENERAL COUNSEL REVIEW:

\_\_\_\_\_  
DATE

CONTRACT APPROVAL BY:

\_\_\_\_\_  
GENERAL COUNSEL / DEPUTY GENERAL COUNSEL / ASSISTANT GENERAL COUNSEL

3. APPROVAL OF INSURANCE REQUIREMENTS  
(APPENDIX B INSERTED)

\_\_\_\_\_  
DATE

NOT REQUIRED

CERT REQUESTED

UPDATE NEEDED

CERT ON FILE

\_\_\_\_\_  
RISK MANAGER

**\*ROUTING FORM & CONTRACTS WILL BE RETURNED TO THE ORIGINATING DEPARTMENT AT THIS POINT\***

4. TWO COPIES OF THE CONTRACT SHOULD BE SENT TO THE VENDOR FOR SIGNATURE.  
THE VENDOR SHOULD SIGN AND RETURN THE TWO COPIES TO THE ORIGINATING DEPARTMENT.

5. THE TWO PARTIALLY EXECUTED CONTRACTS, ALONG WITH THIS COMPLETED ROUTING FORM, SHOULD BE SENT TO PURCHASING AFTER A PURCHASE ORDER IS ENTERED INTO AUC & TRANSFERRED TO FINANCE BY YOUR DEPARTMENT.

PLEASE REMEMBER TO TYPE "NEW CONTRACT IS EN ROUTE TO THE PURCHASING DEPARTMENT" ON THE PO IN INTERNAL NOTES .

THANK YOU!

DATE OF MAYOR'S SIGNATURE: \_\_\_\_\_

**SAMPLE**  
**UNIFORM CITY CONTRACT GOODS/SERVICES**



City of Middletown  
Uniform Contract for Goods and Services

This agreement (“Agreement”) is made by and between the **City of Middletown**, 245 deKoven Drive, Middletown, Connecticut 06457, a municipal corporation, having its territorial limits within the County of Middlesex and State of Connecticut ( The “City” ) and

(collectively the “Parties”), and effective as of the date that this Agreement is signed by the Mayor (the “terminated as set forth below, this Agreement shall terminate upon [*check one*]:

- the one year anniversary of the Effective Date;
- the mutual written agreement of the Parties, with no date certain for termination;
- other:

**WHEREAS**, the City desires to enter into an agreement with Vendor to provide goods/services pursuant to the attached **Appendix A**; and

**WHEREAS**, Vendor has agreed to provide said goods/services;

**NOW THEREFORE**, in consideration of the mutual covenants and agreements stated herein, the City and Vendor agree as follows:

**1. GOODS/SERVICES AND COSTS:** A description of the goods/services that Vendor agrees to provide and the attendant costs for those goods and services, along with additional terms and conditions, are set forth in detail in **Appendix A** to this Agreement. Vendor expressly understands and accepts that under no circumstances can the City enter into an agreement that exceeds any amount set forth via appropriation or purchase order. Vendor expressly understands and accepts that this Agreement is subject to the passage of all necessary appropriations and that a failure to appropriate renders the Agreement null and void, with no liability to the City or cause of action for the Vendor. The costs for Vendor’s goods/services **SHALL NOT EXCEED**

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**2. INSURANCE:** Vendor shall secure and maintain the types and amounts of insurance set forth in **Appendix B** to this Agreement during the life of this Agreement.

**3. INDEMNIFICATION:** Vendor shall defend, indemnify, and save harmless, the City, its officers, agents, servants, and employees from and against any and all claims, liabilities, losses, damages, actual attorney fees, and settlement expenses arising from bodily injury or death of any persons and damage or loss of any property resulting or arising out of or in connection with the performance of any work or services relating to this contract based upon any act, omission, or negligence of Vendor or any of Vendor’s employees agents, servants,

subcontractors, or any other person or persons, including but not limited to the City, its agents, officers, servants, or employees. This indemnification agreement shall not be limited by reason of insurance coverage of any type. This provision is not intended to waive the defense of governmental immunity that may be asserted by the City in an action against it.

**4. ASSIGNMENT:** Vendor shall not assign this Agreement without the City's prior written consent. Any attempt to assign this Agreement without the City's prior written consent shall render such assignment null and void.

**5. SUCCESSORS:** This Agreement will bind and inure to the benefit of the Parties' heirs, personal representatives, executors, administrators, successors, and assigns.

**6. NON-COLLUSION:** Vendor declares that, as of the Effective Date of this Agreement, no City official, directly or indirectly, has a financial interest in the Contract and, furthermore, Vendor pledges to notify the Mayor of the City, in writing, should any City official acquire, directly or indirectly, a financial interest in this Agreement. Vendor further declares that, as of the Effective Date of this Agreement, it has not given or donated, or promised to give or donate, directly or indirectly, to any official or employee of the City, or to anyone else, for any benefit, any sum of money or other thing of value for aid or assistance in obtaining this Agreement and, furthermore, Vendor pledges that neither Vendor nor any other officer, agent or employee of Vendor will give or donate, or promise to give donate, directly or indirectly, to any official or employee of the City, or anyone else for benefit of City officials, any sum of money or other thing of value, for aid or assistance in obtaining any contract with the City.

**7. TERMINATION:** If Vendor fails to fulfill its obligations under this Agreement, violates any of the covenants, agreements, or stipulations of this Agreement, or if the City deems that the Vendor's conduct could have a negative effect on the reputation of the City, the City shall have the right, in its sole discretion, to terminate this Agreement immediately. The City also shall have the right, in its sole discretion, to terminate this contract without cause by giving thirty (30) days written notice to Vendor of such termination specifying the date of such termination. Upon termination of the Agreement, the City shall have no obligation to pay Vendor for services not performed or goods not received.

**8. RELEASE OF CLAIMS:** The acceptance by Vendor, or Vendor's successors or assigns, of any payment made on the final requisition under this Agreement, or of any final payment due on termination of this Agreement, shall constitute a full and complete release of the City from any and all claims, demands and causes of action whatsoever which Vendor, or Vendor's successors or assignees, have or may have against the City under the provisions of this Agreement.

**9. INDEPENDENT CONTRACTOR:** Vendor shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which goods/services are provided/performed under the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee or principal and agent, between the City, its agencies, employees, agents, and Vendor, or Vendor's employees, and agents. Vendor assumes exclusively the responsibility for and agrees to indemnify and hold the City harmless from the negligent acts of Vendor's employees and agents as they relate to the goods/services to be provided during the course and scope of their employment. Vendor and Vendor's agents and employees shall not be entitled to any rights and privileges of City employees and shall not be considered in any manner to be City employees.

**10. BREACH:** Upon a breach of this Agreement, the City may withhold any payments to Vendor to off-set its damages until such time as the exact amount of damages due to the City is determined.

**11. EQUAL EMPLOYMENT OPPORTUNITY:** The Vendor agrees and warrants that in the performance of this Agreement it will not discriminate or permit discrimination against any person or group of

persons on the grounds of age, ancestry, color, genetic information, learning disability, marital status, past or present history of mental disability, intellectual disability, national origin, race, religious creed, sex, including pregnancy, transgender status, gender identity or expression, sexual orientation, workplace hazards to reproduction systems, political belief, military or veteran status, physical disability, including, but not limited to blindness, or criminal record in accordance with §46a-60(a)(1), 46a-80(b), or 46a-81(b) of the Connecticut General Statutes in any manner prohibited by the laws of the United States, the State of Connecticut, or the City of Middletown unless it is shown that such disability prevents performance of the work involved. Vendor also agrees to provide the Affirmative Action Officer of the City of Middletown with such information that she may request concerning its employment practices and procedures as related to the provisions of this Section.

**12. ADA ACCOMMODATIONS:** Vendor, in performing this Agreement, will, at all times, comply with the Americans with Disabilities Act (ADA). Specifically, the Vendor is hereby notified that the City must comply with the requirements of the ADA and that Vendor, as the provider of the goods/services set out herein, must also comply with the ADA.

**13. BACKGROUND CHECKS:** Vendor agrees to submit, and to subject any of Vendor's employees to, any and all necessary background checks, which may include fingerprinting and drug screening. Failure of Vendor or any of Vendor's employees to pass any of the above may result in immediate termination of this Agreement.

**14. ENTIRE AGREEMENT; AMENDMENT:** This Agreement constitutes the entire Agreement between the Parties, and supersedes all prior representations, understandings, and agreements of the Parties. The Parties agree that they have not relied on any representations, promises or agreements of any kind from the other Parties in connection with their decision to enter into this Agreement. This Agreement may not be modified, altered, amended or changed except upon express written consent of all Parties where specific reference is made to this Agreement.

**15. GOVERNING LAW; INTERPRETATION:** This Agreement will be governed and interpreted by the laws of the State of Connecticut, without regard to its conflict of law provisions. To the extent that any court action is permitted consistent with or to enforce any part of this Agreement, the Parties hereby consent to the exclusive jurisdiction of the state and federal courts of the State of Connecticut. Accordingly, with respect to any such court action, Vendor and its successors and assigns, (a) submit to the personal jurisdiction of such courts; (b) consent to service of process; and (c) waive any other requirement (whether imposed by statute, rule of court, or otherwise) with respect to personal jurisdiction, venue or service of process. Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and such provision cannot be modified to become legal and enforceable, excluding the general release language, such provision will immediately become null and void, leaving the remainder of this Agreement in full force and effect.

**16. NOTICES AND REPRESENTATIONS:** The Parties represents and agree: (a) that they have read this Agreement and understand and agree with all of the terms and conditions of this Agreement, (b) that they enter into this Agreement freely, knowingly and voluntarily, and (c) that they have been advised, and have had the opportunity, to consult with an attorney of their choice prior to executing this Agreement,

**17. COUNTERPARTS:** This Agreement may be executed by the Parties in separate counterparts, which taken together constitute one Agreement. This Agreement may be executed more than once so that each party may hold a duplicate original.

**18. AUTHORITY TO EXECUTE:** The Parties agree that the signatories appearing below have the authority and are duly authorized to execute this Agreement on behalf of the part to the Agreement.

**19. CONFLICTING PROVISIONS:** If any terms of any document attached to this Agreement conflict with the terms contained in this Agreement, the terms of this Agreement shall supersede and control.

**20. BAN ON WASTEWATER DERIVED FROM NATURAL GAS AND OIL:** Pursuant to Section 171-10 of the Middletown Code of Ordinances, if the goods/services contemplated pursuant to this Agreement involves the construction or maintenance of any publically owned and/or maintained roadway or real property that is owned by the City, or involves the purchase or acquisition of any materials to be used in the construction or maintenance of any publically owned and/or maintained roadway or real property that is owned by the City, by signing below the Vendor warrants and represents that no materials containing wastewater derived from natural gas or oil shall be utilized in the provision of such goods/services by the Vendor, and the Vendor further warrants and represents that no materials containing wastewater derived from natural gas or oil shall be provided to the City.

**BY SIGNING BELOW, THE PARTIES CONFIRM THAT THEY HAVE CAREFULLY READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT, ENTER INTO THE AGREEMENT KNOWINGLY, VOLUNTARILY, AND OF THEIR OWN FREE WILL, UNDERSTAND ITS TERMS AND THEIR SIGNIFICANCE, AND INTEND TO ABIDE BY ITS PROVISIONS WITHOUT EXCEPTION.**

**WITNESS:**

**CITY OF MIDDLETOWN, CONNECTICUT**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Mayor Daniel T. Drew  
Its Mayor, Duly Authorized

**APPROVED AS TO FORM:**

Date \_\_\_\_\_

BY: \_\_\_\_\_  
Middletown Office of the General Counsel

**WITNESS:**

**VENDOR**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

BY: \_\_\_\_\_  
ITS \_\_\_\_\_, Duly Authorized

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

**APPENDIX A:**  
**DESCRIPTION OF PROGRAMS/SERVICES AND COSTS**  
**AND ADDITIONAL TERMS AND CONDITIONS**

**APPENDIX B:**  
INSURANCE REQUIREMENTS

**SAMPLE**

**UNIFORM CITY CONTRACT FOR LABOR TRADE**

**SERVICES OVER \$100,000.00 IN TOTAL**

**UTILIZING STATE/COOPERATIVE CONTRACTS,**

**BID WAIVERS, EMERGENCY AND SOLE-SOURCE**

**PURCHASES**



## City of Middletown

Uniform City Contract for Labor/Trade Services for Projects Over \$100,000 in Total,  
State and Federal Contract Partnership, Bid Waivers, Emergency Purchases and Sole-Source Purchases.

This agreement (“Agreement”) is made by and between the **City of Middletown**, 245 deKoven Drive, Middletown, Connecticut 06457, a municipal corporation, having its territorial limits within the County of Middlesex and State of Connecticut (the “City”), and

(collectively the “**Parties**”), and effective as of the date that this Agreement is signed by the Mayor (the “Effective Date”). Unless sooner terminated as set forth below, this Agreement shall terminate upon *[check one]*:

the one year anniversary of the Effective Date;

the mutual written agreement of the Parties, with no date certain for termination;

other: \_\_\_\_\_

**WHEREAS**, the City desires to enter into an Agreement with Vendor to provide labor/trade services in excess of \$100,000, pursuant to either a State and/or Federal Contract that allows the City of Middletown to ride or bridge such contract (the “**Governmental Contract**”), or by virtue of the fact that the City has obtained a bid waiver from the Common Council with respect to such labor/trade services *[check what applies, fill out and attach the necessary information]*:

Cooperative Contract with State/Federal Agency. (Attach Cooperative Contract Form as **Appendix A**.)

Bid Waiver Obtained from the Common Council. (Resolution # \_\_\_\_\_.)

Emergency Purchase.

Sole-Source Purchase

**WHEREAS**, the Governmental Contract referred to in **Appendix A** is incorporated into this Agreement by reference as if fully set forth herein; and

**NOW THEREFORE**, in consideration of the mutual covenants and agreements stated herein, the City and Vendor agree as follows:

**1. LABOR/TRADE SERVICES AND COSTS:** A description of the labor/trade services that Vendor agrees to provide and the attendant costs for those labor/trade services, along with additional terms and conditions, are set forth in detail in **Appendix B** to this Agreement. Vendor expressly understands and accepts that under no circumstances can the City enter into an agreement that exceeds any amount set forth via appropriation or purchase order. Vendor expressly understands and accepts that this Agreement is subject to the passage of all necessary appropriations and that a failure to appropriate renders the Agreement null and void, with no liability to the City or cause of action for the Vendor. The costs for Vendor’s labor/trade services **SHALL NOT EXCEED** \_\_\_\_\_

2. **INSURANCE:** Vendor shall secure and maintain the types and amounts of insurance set forth in Appendix C to this Agreement during the life of this Agreement.

3. **ADDITIONAL TERMS:** Vendor agrees to be bound by the City of Middletown's General Conditions and Supplementary General Conditions, attached hereto as Appendix D. Vendor also agrees to execute additional forms that are set forth in the attached Appendix D. The terms set forth in Appendix D are incorporated into this Agreement by reference as if fully set forth herein.

4. **INDEMNIFICATION:** Vendor shall defend, indemnify, and save harmless, the City, its officers, agents, servants, and employees from and against any and all claims, liabilities, losses, damages, actual attorney fees, and settlement expenses arising from bodily injury or death of any persons and damage or loss of any property resulting or arising out of or in connection with the performance of any work or services relating to this contract based upon any act, omission, or negligence of Vendor or any of Vendor's employees agents, servants, subcontractors, or any other person or persons, including but not limited to the City, its agents, officers, servants, or employees. This indemnification agreement shall not be limited by reason of insurance coverage of any type. This provision is not intended to waive the defense of governmental immunity that may be asserted by the City in an action against it.

5. **ASSIGNMENT:** Vendor shall not assign this Agreement without the City's prior written consent. Any attempt to assign this Agreement without the City's prior written consent shall render such assignment null and void.

6. **SUCCESSORS:** This Agreement will bind and inure to the benefit of the Parties' heirs, personal representatives, executors, administrators, successors, and assigns.

7. **NON-COLLUSION:** Vendor declares that, as of the Effective Date of this Agreement, no City official, directly or indirectly, has a financial interest in the Contract and, furthermore, Vendor pledges to notify the Mayor of the City, in writing, should any City official acquire, directly or indirectly, a financial interest in this Agreement. Vendor further declares that, as of the Effective Date of this Agreement, it has not given or donated, or promised to give or donate, directly or indirectly, to any official or employee of the City, or to anyone else, for any benefit, any sum of money or other thing of value for aid or assistance in obtaining this Agreement and, furthermore, Vendor pledges that neither Vendor nor any other officer, agent or employee of Vendor will give or donate, or promise to give donate, directly or indirectly, to any official or employee of the City, or anyone else for benefit of City officials, any sum of money or other thing of value, for aid or assistance in obtaining any contract with the City.

8. **TERMINATION:** If Vendor fails to fulfill its obligations under this Agreement, violates any of the covenants, agreements, or stipulations of this Agreement, or if the City deems that the Vendor's conduct could have a negative effect on the reputation of the City, the City shall have the right, in its sole discretion, to terminate this Agreement immediately. The City also shall have the right, in its sole discretion, to terminate this contract without cause by giving thirty (30) days written notice to Vendor of such termination specifying the date of such termination. Upon termination of the Agreement, the City shall have no obligation to pay Vendor for services not performed or received.

9. **RELEASE OF CLAIMS:** The acceptance by Vendor, or Vendor's successors or assigns, of any payment made on the final requisition under this Agreement, or of any final payment due on termination of this Agreement, shall constitute a full and complete release of the City from any and all claims, demands and causes of action whatsoever which Vendor, or Vendor's successors or assignees, have or may have against the City under the provisions of this Agreement.

**10. INDEPENDENT CONTRACTOR:** Vendor shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which labor/trade services are provided/performed under the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee or principal and agent, between the City, its agencies, employees, agents, and Vendor, or Vendor's employees, and agents. Vendor assumes exclusively the responsibility for and agrees to indemnify and hold the City harmless from the negligent acts of Vendor's employees and agents as they relate to the labor/trade services to be provided during the course and scope of their employment. Vendor and Vendor's agents and employees shall not be entitled to any rights and privileges of City employees and shall not be considered in any manner to be City employees.

**11. BREACH:** Upon a breach of this Agreement, the City may withhold any payments to Vendor to off-set its damages until such time as the exact amount of damages due to the City is determined.

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

**13. ADA ACCOMMODATIONS:** Vendor, in performing this Agreement, will, at all times, comply with the Americans with Disabilities Act (ADA). Specifically, the Vendor is hereby notified that the City must comply with the requirements of the ADA and that Vendor, as the provider of the labor/trade services set out herein, must also comply with the ADA.

**14. BACKGROUND CHECKS:** Vendor agrees to submit, and to subject any of Vendor's employees to, any and all necessary background checks, which may include fingerprinting and drug screening. Failure of Vendor or any of Vendor's employees to pass any of the above may result in immediate termination of this Agreement.

**15. PREVAILING WAGE:** Pursuant to C.G.S. § 31-53, as amended, the Vendor understands that for each contract for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that is estimated to cost one hundred thousand dollars (\$100,000) or more, or any contract for the new construction of any public works project that is estimated to cost four hundred thousand dollars (\$400,000) or more, the Vendor shall comply with the following prevailing wage provision: "The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in C.G.S. § 31-53(i), 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 persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day."

**16. PERFORMANCE BOND:** If applicable, Pursuant to C.G.S. § 49-41, as amended, the Vendor

shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the contract price, as security for the faithful performance of the Agreement and for payment of all persons performing labor or supplying materials pursuant to this Agreement, prior to the execution of this Agreement. Surety on such bond shall be provided by a duly authorized surety company licensed to do business in the State of Connecticut, and all bonds shall meet the approval of the City of Middletown, and shall conform to the forms and rules attached hereto as **Appendix D**, which documents are incorporated into this Agreement by reference as if fully set forth herein. Alternate bond forms will not be accepted. Any bond that is furnished shall have as principal the name of the person awarded the Government Contract.

**17. DAS PREQUALIFIED CERTIFICATE AND DAS UPDATED BID STATEMENT: If applicable,** Pursuant to C.G.S. § 49-41, as amended, for services involving the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or work for the City that is estimated to cost more than five hundred thousand dollars (\$500,000), and is paid for, in whole or in part, with state funds, the surety contract between the Vendor named a principal in the bond and the surety must contain the following language: “in the event that the surety assumes the contract or obtains a bid or bids for the completion of the contract, the surety shall ensure that the contractor chosen to complete the contract is prequalified pursuant to section 4a-100 of the Connecticut General Statutes in the requisite classification and has the aggregate work capacity rating and single project limit necessary to complete the contract.”

**18. RETAINAGE:** Pursuant to C.G.S. § 49-41b, as amended, any amounts paid to the Vendor for the construction, alteration or repair of any public building or any public work, shall be the amount due less five percent (5%) retainage. The retainage will be held by the City until it receives all requested paperwork from the Vendor and the City is satisfied that the work has been performed to its satisfaction under this Agreement.

**19. ENTIRE AGREEMENT; AMENDMENT:** This Agreement, together with all attachments and the Government Contract (if applicable), which have been incorporated by reference into this Agreement, constitutes the entire Agreement between the Parties, and supersedes all prior representations, understandings, and agreements of the Parties. The Parties agree that they have not relied on any representations, promises or agreements of any kind from the other Parties in connection with their decision to enter into this Agreement. This Agreement may not be modified, altered, amended or changed except upon express written consent of all Parties where specific reference is made to this Agreement.

**20. GOVERNING LAW; INTERPRETATION:** This Agreement will be governed and interpreted by the laws of the State of Connecticut, without regard to its conflict of law provisions. To the extent that any court action is permitted consistent with or to enforce any part of this Agreement, the Parties hereby consent to the exclusive jurisdiction of the state and federal courts of the State of Connecticut. Accordingly, with respect to any such court action, Vendor and its successors and assigns, (a) submit to the personal jurisdiction of such courts; (b) consent to service of process; and (c) waive any other requirement (whether imposed by statute, rule of court, or otherwise) with respect to personal jurisdiction, venue or service of process. Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and such provision cannot be modified to become legal and enforceable, excluding the general release language, such provision will immediately become null and void, leaving the remainder of this Agreement in full force and effect.

**21. NOTICES AND REPRESENTATIONS:** The Parties represents and agree: (a) that they have read this Agreement and understand and agree with all of the terms and conditions of this Agreement, (b) that they enter into this Agreement freely, knowingly and voluntarily, and (c) that they have been advised, and have had the opportunity, to consult with an attorney of their choice prior to executing this Agreement.

**22. COUNTERPARTS:** This Agreement may be executed by the Parties in separate counterparts, which taken together constitute one Agreement. This Agreement may be executed more than once so that each party may hold a duplicate original.

**23. AUTHORITY TO EXECUTE:** The Parties agree that the signatories appearing below have the authority and are duly authorized to execute this Agreement on behalf of the part to the Agreement.

**24. CONFLICTING PROVISIONS:** In the event of a conflict between the terms of this Agreement, the Vendor's proposal set forth in the attached **Appendix B**, the additional terms contained in the attached **Appendix D**, and the Government Contract (*if applicable*), the following order of precedence shall apply: (A) the Government Contract, (B) this Agreement, (C) the additional terms contained in **Appendix D**, and (D) Vendor's proposal contained in **Appendix B**.

**25. BAN ON WASTEWATER DERIVED FROM NATURAL GAS AND OIL:** Pursuant to Section 171-10 of the Middletown Code of Ordinances, if the goods/services contemplated pursuant to this Agreement involves the construction or maintenance of any publically owned and/or maintained roadway or real property that is owned by the City, or involves the purchase or acquisition of any materials to be used in the construction or maintenance of any publically owned and/or maintained roadway or real property that is owned by the City, by signing below the Vendor warrants and represents that no materials containing wastewater derived from natural gas or oil shall be utilized in the provision of such goods/services by the Vendor, and the Vendor further warrants and represents that no materials containing wastewater derived from natural gas or oil shall be provided to the City.

**BY SIGNING BELOW, THE PARTIES CONFIRM THAT THEY HAVE CAREFULLY READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT, ENTER INTO THE AGREEMENT KNOWINGLY, VOLUNTARILY, AND OF THEIR OWN FREE WILL, UNDERSTAND ITS TERMS AND THEIR SIGNIFICANCE, AND INTEND TO ABIDE BY ITS PROVISIONS WITHOUT EXCEPTION.**

**WITNESS:**

**CITY OF MIDDLETOWN, CONNECTICUT**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Daniel T. Drew  
Its Mayor, Duly Authorized

**APPROVED AS TO FORM:**

Date \_\_\_\_\_

BY: \_\_\_\_\_  
Middletown Office of the General Counsel

**WITNESS:**

**VENDOR**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

BY: \_\_\_\_\_  
ITS \_\_\_\_\_, Duly Authorized

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

**APPENDIX A:**  
GOVERNMENT COOPERATIVE CONTRACT FORM (IF APPLICABLE)

**APPENDIX B:**  
DESCRIPTION OF LABOR/TRADE SERVICES AND COSTS

**APPENDIX C:**  
INSURANCE REQUIREMENTS

**APPENDIX D:**  
**ADDITIONAL TERMS**  
**Insert the Appendix that applies below**

**APPENDIX D-1 (CITY FUNDS)**

- Total cost of project and all work performed by contractor(s) is over \$100,000.00
- Prevailing Wage Rates/Certified Payrolls
- Bond Requirements
- Retainage Applies

**APPENDIX D-2 (CITY FUNDS)**

- Total cost of project is over \$100,000.00 but the total work performed by contractor(s) is less than \$100,000.00
- Prevailing Wage Rates/Certified Payrolls
- Retainage Applies

**APPENDIX D-3 (STATE FUNDS)**

- Total cost of project and all work performed by contractor(s) is over \$100,000.00
- Prevailing Wage Rates/Certified Payrolls
- Bond Requirements
- Retainage Applies
- CHRO Applies

**APPENDIX D-4 (STATE FUNDS)**

- Total cost of project is over \$100,000.00 but the total work performed by contractor(s) is less than \$100,000.00
- Prevailing Wage Rates/Certified Payrolls
- Retainage Applies
- CHRO Applies

**SAMPLE**  
**UNIFORM CITY**  
**CONTRACT AMENDMENT**



**CITY OF MIDDLETOWN  
UNIFORM CITY CONTRACT AMENDMENT**

RFP# OR PROJECT NAME:

AWARDED CONTRACTOR:

DEPARTMENT NAME:

AMENDMENT #:

EXHIBIT 1 – ORIGINAL CONTRACT ATTACHED

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YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES TO THIS CONTRACT:

ITEM 1:

ITEM 2:

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THE VENDOR AGREES THAT THIS AMENDMENT ADJUSTS THE CONTRACT PRICE AND TIME TO REFLECT FAIRLY ALL OVERHEAD, PROFIT, CHARGES, COSTS, EXPENSES, DELAYS, DAMAGES, AND OTHER PAYMENTS THAT MAY BE CLAIMED DUE AND OWING TO THE VENDOR AS OF THE ABOVE STATED DATE, AND AGREES THAT THE ACCEPTANCE OF THIS AMENDMENT BY THE OWNER WILL CONSTITUTE A COMPLETE AND FINAL ACCORD AND SETTLEMENT OF VENDOR'S CLAIMS AGAINST THE OWNER ON ACCOUNT OF THIS OR ANY PRIOR CHANGES IN THE WORK.

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RFP # OR PROJECT NAME:

AMENDMENT:

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CONTRACT SUMMARY

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THE ORIGINAL CONTRACT SUM WAS . . . . . \$  
NET CHANGE BY PREVIOUS AMENDMENTS . . . . . \$  
THE CONTRACT SUM PRIOR TO THIS AMENDMENT WAS. . . . . \$  
THE CONTRACT SUM WILL BE CHANGED BY THIS AMENDMENT . . . . . \$  
THE NEW CONTRACT SUM INCLUDING THIS AMENDMENT IS . . . . . \$

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_____ VENDOR	_____ DEPARTMENT	<u>City of Middletown</u> OWNER
_____ ADDRESS	_____ ADDRESS	<u>245 DEKOVEN DRIVE</u> <u>MIDDLETOWN, CT 06457</u> ADDRESS
_____ BY: VENDOR	_____ BY: DIRECTOR	_____ BY: (MAYOR)
_____ DATE	_____ DATE	_____ DATE

**SAMPLE**  
**COOPERATIVE CONTRACT**  
**AGREEMENT FORM**



# Purchasing Department

245 DeKoven Drive, Room 112  
Middletown, CT 06457  
860.638-4895 phone |860.638-1995 fax  
[purchase@MiddletownCT.gov](mailto:purchase@MiddletownCT.gov)

### TO BE FILLED OUT BY CITY PERSONNEL:

The attached quote is provided to the \_\_\_\_\_ from \_\_\_\_\_  
and is reflective of the following contract terms & conditions:

State Contract # \_\_\_\_\_ Expiration Date \_\_\_\_\_  
Federal Contract # \_\_\_\_\_ Expiration Date \_\_\_\_\_  
Other Governmental Cooperative Contract \_\_\_\_\_ Expiration Date \_\_\_\_\_

Is this contract in excess of \$100,000, **or** part of a project in which the total cost exceeds \$100,000, **or** will the project exceed \$100,000 with the inclusion of this contract? Yes \_\_\_ No \_\_\_  
*(If yes, prevailing wage rates and submittal of certified payrolls apply. Payments to the contractor shall be the amount due less 5% retainage; final payment will be released upon completion of work and certified payrolls have been submitted.)*

Contract allowed for the use of the city government or any of its departments and agencies: Yes \_\_\_ No \_\_\_

\_\_\_\_\_  
Department Head Signature Date

Awarded Vendor Name: _____ _____	Address: _____ _____
Contact Person: _____  Title: _____	Phone Number/Fax: _____  Email: _____

### TO BE SIGNED BY VENDOR:

By signing this document, the undersigned attests and certifies that the information contained in the attached quote is true and accurate to the best of its knowledge and conforms to the applicable state, federal, and/or other governmental cooperative purchasing contract it references. The undersigned further attests that any additional options and/or accessories which are listed in the attached quote, but not part of the awarded contract referenced, is acceptable as long as the bid threshold of \$25,000 is not exceeded. (As determined under section 78-18(G), as amended, of the Middletown Code of Ordinances.) The undersigned further agrees that should any item contained in the attached quote be found to be inaccurate or otherwise does not conform to the referenced contract, the undersigned expressly agrees to credit the City of Middletown for any price difference within thirty (30) days of the receipt of notice of such error(s). Failure to credit the City of Middletown for any price difference within the aforementioned thirty (30) day period may result in the immediate termination of the contract between the parties and also authorizes the City of Middletown to notify the respective agency referenced above and to take any necessary and appropriate legal action to collect such fee. Additionally, the terms and conditions set forth in the governmental contract referenced above, and the terms and conditions attached hereto, which mirror the terms and conditions on the City's Purchase Order, shall control. In the event of a conflict of terms, the terms of the above referenced governmental contract shall take precedence over the terms of the City's Purchase Order.

**BAN ON WASTEWATER DERIVED FROM NATURAL GAS AND OIL:** Pursuant to Section 171-10 of the Middletown Code of Ordinances, if the goods/services contemplated pursuant to this Agreement involves the construction or maintenance of any publically owned and/or maintained roadway or real property that is owned by the City, or involves the purchase or acquisition of any materials to be used in the construction or maintenance of any publically owned and/or maintained roadway or real property that is owned by the City, by signing below the Vendor warrants and represents that no materials containing wastewater derived from natural gas or oil shall be utilized in the provision of such goods/services by the Vendor, and the Vendor further warrants and represents that no materials containing wastewater derived from natural gas or oil shall be provided to the City.

BY: \_\_\_\_\_

It's: \_\_\_\_\_, Duly Authorized

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

**SAMPLE**  
**REQUEST FOR FORMAL QUOTATION SUMMARY**  
**FORM**  
**(PURCHASES BETWEEN \$2,001-\$24,999)**

**City of Middletown**  
**Purchasing Department**  
**245 Dekoven Drive, Room 112**  
**Middletown, CT 06457**

**Request for Formal Quotation**  
**Summary Form**  
**for Purchases between**  
**\$2,001 - \$24,999**

**PLEASE RETURN FORM TO "INSERT YOUR DEPARTMENT HERE"**

The City of Middletown, (insert department name here) is requesting quotations for the following item(s). This quote must be received back by \_\_\_\_\_ to be considered. **All questions concerning this quote should be directed in writing** to the office of insert department by facsimile at (860) **XXX-XXXX** or by email at "insert contact email address here"

**PLEASE FILL IN ALL BLANKS AND SIGN THIS FORM IN THE DESIGNATED AREA**

Vendor Name:	Address:
Contact Person:	Telephone Number:
	Signature:

Item #	Qty	Unit	Item Description	Unit Price	Total Amount

**\*If awarded, the city's terms and conditions as set forth herein shall apply and control for this transaction. In addition, the awarded vendor shall be required to provide a certificate of insurance prior to the execution of the contract document.**

Special Instructions Specific to Purchase (Installation, Removal of Previous Equipment, Prepping of Area, etc) :

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All items should be delivered FOB, City of Middletown to that location specified on the purchase order and shall be an inside delivery.

Delivery Time: \_\_\_\_\_

Comments: \_\_\_\_\_

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Payment Terms: \_\_\_\_\_

<b>Sub Total</b>	
<b>Freight **</b>	
<b>Total Amount</b> (Sales Tax Non Applicable)	

**\*\* Prices quoted are to be freight included, or firm freight amount is to be listed. \*\***

PRICES QUOTED ARE FIRM FOR \_\_\_\_\_ DAYS.

THE CITY IS NOT RESPONSIBLE FOR FAXED ITEMS NOT RETURNED ON TIME.

## **TERMS AND CONDITIONS UNDER WHICH THIS ORDER IS ISSUED**

1. These terms and conditions constitute the entire agreement between the City and the Vendor in connection with this order, and supersede all prior representations, understandings, and agreements between the City and the Vendor. These terms and conditions may not be modified, altered, amended or changed except upon express written consent of both the City and Vendor.
2. The City shall report to the Vendor any delivery delays as soon as reasonably possible and further reserves the right to cancel this order if delivery is not made within a reasonable timeframe.
3. Charges for freight, express, cartage, or packing will not be allowed or paid by the City unless expressly stated on the order.
4. All goods and services are subject to the City's inspection, approval and/or acceptance. If rejected, they shall be returned to the Vendor at the Vendor's expense.
5. The Vendor agrees that it will not transfer or assign this order or any part thereof to any person, firm or corporation without the consent of the City, but that this agreement shall inure to the benefit of the Vendor's heirs, personal representatives, executors, administrators, successors, and assigns.
6. If the Vendor fails to fulfill its obligations under this order, the City shall have the right, in its sole discretion, to terminate this order immediately. The City shall also have the right to terminate this order without cause by giving thirty days written notice to the Vendor. Upon termination, the City shall have no obligation to pay Vendor for goods/services not provided. Upon breach, the City may withhold any payments to Vendor to offset any damages until such time as exact damages may be determined.
7. **Insurance Requirements:** Upon request of the City, Vendor agrees to deliver to the City a Certificate of Liability Insurance (COI), or other evidence of insurance as deemed appropriate by the City's Risk Manager. The Vendor further agrees to name the City of Middletown, the Middletown Board of Education, and/or The Russell Library Company as additional insured on all policies, with the exception of Workers' Compensation and Professional Liability, as deemed appropriate by the City's Risk Manager.
8. **Indemnification:** Vendor shall defend, indemnify, and save harmless, the City, its officers, agents, servants, and employees from and against any and all claims, liabilities, losses, damages, actual attorney fees, and settlement expenses arising from bodily injury or death of any persons and damage or loss of any property resulting or arising out of or in connection with the performance of any work or services relating to this contract based upon any act, omission, or negligence of Vendor or any of Vendor's employees, agents, servants, subcontractors, or any other person or persons, including but not limited to the City, its agents, officers, servants, or employees. This indemnification agreement shall not be limited by reason of insurance coverage of any type. This provision is not intended to waive the defense of governmental immunity that may be asserted by the City in an action against it.
9. Any disagreement between the City and the Vendor in connection with this order will be governed and interpreted by the laws of the State of Connecticut, without regard to its conflict of law provisions. In the event of a disagreement, the City and the Vendor agree to submit to the Courts of the State of Connecticut.
10. The acceptance by the Vendor of any final payment due under this order shall constitute a full and complete release of the City from any and all claims, demands, causes of action, which the Vendor or any successors have or may have against the City under this order.
11. The Vendor acknowledges that it will comply with all relevant City, State, and Federal laws, ordinances, and regulations in fulfilling this Order.

**SAMPLE**  
**PROFESSIONAL SERVICE QUOTATION,**  
**ESTIMATE AND/OR PROPOSAL FORM**

*City of Middletown  
Purchasing Department  
245 Dekoven Drive, Room 112  
Middletown, CT 06457*

*Professional Service  
Quotation, Estimate and/or Proposal  
Form*

PLEASE RETURN FORM TO DEPARTMENT NAME \_\_\_\_\_

The City of Middletown, **department name** \_\_\_\_\_ is requesting quotations, estimates and/or proposal for the following service(s). This quote, estimate and/or proposal must be received back by \_\_\_\_\_ to be considered. **All questions concerning this quote should be directed in writing** to the office of **department name** \_\_\_\_\_ by facsimile at (860) \_\_\_\_\_ or by email at \_\_\_\_\_

**PLEASE FILL IN ALL BLANKS AND SIGN THIS FORM IN THE DESIGNATED AREA**

Vendor Name:	Address:
Contact Person:	Telephone Number:
	Signature:

The City of Middletown, **department name** \_\_\_\_\_ is requesting a quote, estimate and/or proposal for the following Services: \_\_\_\_\_. The scope of services include the following:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**\*If awarded, the city's terms and conditions as set forth herein shall apply and control for this transaction. In addition, the awarded vendor shall be required to provide a certificate of insurance prior to the execution of the contract document.**

**SCHEDULE OF FEES**

**LUMP SUM NOT TO EXCEED FEE** for services to complete the services based on the scope of services as detailed above. Prices are to be written in words and figures. In case of a discrepancy, the proposal amount in words shall prevail. Under no circumstance will additional fees or costs be accepted by the City beyond those specified herein.

Item #	Description
	Lump Sum inclusive of all labor, materials to complete the services as detailed in the scope of services set forth above.
	<b>Total Lump Sum Cost:</b>
	_____
	Written figures

PRICES QUOTED ARE FIRM FOR \_\_\_\_\_ DAYS

## TERMS AND CONDITIONS UNDER WHICH THIS ORDER IS ISSUED

1. These terms and conditions constitute the entire agreement between the City and the Vendor in connection with this order, and supersede all prior representations, understandings, and agreements between the City and the Vendor. These terms and conditions may not be modified, altered, amended or changed except upon express written consent of both the City and Vendor.
2. The City shall report to the Vendor any delivery delays as soon as reasonably possible and further reserves the right to cancel this order if delivery is not made within a reasonable timeframe.
3. Charges for freight, express, cartage, or packing will not be allowed or paid by the City unless expressly stated on the order.
4. All goods and services are subject to the City's inspection, approval and/or acceptance. If rejected, they shall be returned to the Vendor at the Vendor's expense.
5. The Vendor agrees that it will not transfer or assign this order or any part thereof to any person, firm or corporation without the consent of the City, but that this agreement shall inure to the benefit of the Vendor's heirs, personal representatives, executors, administrators, successors, and assigns.
6. If the Vendor fails to fulfill its obligations under this order, the City shall have the right, in its sole discretion, to terminate this order immediately. The City shall also have the right to terminate this order without cause by giving thirty days written notice to the Vendor. Upon termination, the City shall have no obligation to pay Vendor for goods/services not provided. Upon breach, the City may withhold any payments to Vendor to offset any damages until such time as exact damages may be determined.
7. **Insurance Requirements:** Upon request of the City, Vendor agrees to deliver to the City a Certificate of Liability Insurance (COI), or other evidence of insurance as deemed appropriate by the City's Risk Manager. The Vendor further agrees to name the City of Middletown, the Middletown Board of Education, and/or The Russell Library Company as additional insured on all policies, with the exception of Workers' Compensation and Professional Liability, as deemed appropriate by the City's Risk Manager.
8. **Indemnification:** Vendor shall defend, indemnify, and save harmless, the City, its officers, agents, servants, and employees from and against any and all claims, liabilities, losses, damages, actual attorney fees, and settlement expenses arising from bodily injury or death of any persons and damage or loss of any property resulting or arising out of or in connection with the performance of any work or services relating to this contract based upon any act, omission, or negligence of Vendor or any of Vendor's employees, agents, servants, subcontractors, or any other person or persons, including but not limited to the City, its agents, officers, servants, or employees. This indemnification agreement shall not be limited by reason of insurance coverage of any type. This provision is not intended to waive the defense of governmental immunity that may be asserted by the City in an action against it.
9. Any disagreement between the City and the Vendor in connection with this order will be governed and interpreted by the laws of the State of Connecticut, without regard to its conflict of law provisions. In the event of a disagreement, the City and the Vendor agree to submit to the Courts of the State of Connecticut.
10. The acceptance by the Vendor of any final payment due under this order shall constitute a full and complete release of the City from any and all claims, demands, causes of action, which the Vendor or any successors have or may have against the City under this order.
11. The Vendor acknowledges that it will comply with all relevant City, State, and Federal laws, ordinances, and regulations in fulfilling this Order.

**SAMPLE**  
**PROFESSIONAL SERVICE MEMORANDUM OF**  
**AGREEMENT**



City of Middletown
PROFESSIONAL SERVICE
MEMORANDUM OF AGREEMENT

TO: Daniel T. Drew, Mayor
CC: Carl R. Erlacher, Director of Finance and Revenue
FROM: DEPARTMENT NAME AND DIRECTOR
DATE: January 29, 2016
RE: PROFESSIONAL SERVICES COMMITTEE APPROVAL FOR
(INSET CONTRACT/PROJECT NAME AND BRIEF SUMMARY OF PROJECT)

This is to memorialize my recommendation that the above project be awarded to Insert Name and Address. All contracts for professional services shall be on a negotiated basis for a period not to exceed three years. The term of this contract will begin on Date.

List the RFP # or names of vendor(s) that submitted 3 quotations, estimates and/or proposals below if applicable:

RFP#

The recommended vendor was chosen based on the following criteria:

Fees for Services rendered pursuant to this memorandum of understanding shall not exceed: (\$ )

Written figures

Approve: Daniel T. Drew, Mayor Date

Approve: Carl R. Erlacher, Director of Finance And Revenue Date

Approve: DEPARTMENT NAME AND DIRECTOR Date

cc: Purchasing Department (Reference PO# )

**SAMPLE**  
**REQUEST FOR RFP, BID**  
**OR FORMAL RFQ**  
**(For Purchases over \$24,999)**

CITY OF MIDDLETOWN  
PURCHASING DEPARTMENT

**REQUEST FOR RFP, BID OR FORMAL RFQ  
for Purchases over \$24,999**

Requesting Departments:

Date:

Account #:

Budget Amount: \$

Please obtain competitive quotations for the following item(s):

(Item#) (Qty) (Item Description or Specification)

(Please include complete item description inclusive of any available technical information or specification. If necessary attach additional descriptive sheet for detail specs.)

**SUGGESTED VENDORS: (If known by requesting department)**

NAME	ADDRESS	TELEPHONE #

Authorized Signature (Dept Head)

Date item required in house

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

**Purchasing Use Only**

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

Bid# \_\_\_\_\_

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

Summary to Dept: \_\_\_\_\_

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

**SAMPLE**  
**CONSTRUCTION CHANGE ORDER FORM**

**CONSTRUCTION CHANGE ORDER FORM**

**CITY OF MIDDLETOWN**

**CHANGE ORDER**

Page 1

Project Name #: \_\_\_\_\_

To: \_\_\_\_\_  
Name and Address

Change Order Number: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

---

THE CONTRACTOR AGREES THAT THIS CHANGE ORDER ADJUSTS THE CONTRACT PRICE AND TIME TO REFLECT FAIRLY ALL OVERHEAD, PROFIT, CHARGES, COSTS, EXPENSES, DELAYS, DAMAGES AND OTHER PAYMENTS THAT MAY BE CLAIMED DUE AND OWING TO THE CONTRACTOR AS OF THE ABOVE STATED DATE, AND AGREES THAT THE ACCEPTANCE OF THIS CHANGE ORDER BY THE OWNER WILL CONSTITUTE A COMPLETE AND FINAL ACCORD AND SETTLEMENT OF CONTRACTOR'S CLAIMS AGAINST THE OWNER ON ACCOUNT OF THIS CHANGE IN THE WORK.

You are directed to make the following changes in this Contract:

The original Contract Sum was..... \$ \_\_\_\_\_

Net changes by previous Change Orders. \$ \_\_\_\_\_

The Contract Sum prior to this Change Order was. \$ \_\_\_\_\_

The Contract Sum will be (increased, decreased, unchanged) by this Change Order..... \$ \_\_\_\_\_

The new Contract Sum including this Change Order will be..... \$ \_\_\_\_\_

The Contract Time will be (increased, decreased, unchanged) by days \_\_\_\_\_

The Date of Completion as of the date of this Change Order therefore is \_\_\_\_\_

\_\_\_\_\_  
Engineer Contractor CITY OF MIDDLETOWN-MAYOR

\_\_\_\_\_  
Address Address 245 DEKOVEN DRIVE

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
By By (Mayor)

\_\_\_\_\_  
Date Date Date

\_\_\_\_\_  
Department Director

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
By

Date \_\_\_\_\_

**SAMPLE**  
**REQUEST FOR DISPOSAL OF**  
**SURPLUS PROPERTY**

