The Town of Cheshire will receive sealed bids for replacement of the transfer switch for the Fire HQ generator until 2:00 PM on July 12, 2019. At that time bids will be opened in public and read aloud.

The documents comprising the Invitation to Bid may be obtained on the Town’s website, www.chershirect.org, under “Bids and Requests for Proposals.”

A pre-bid site visit will be conducted at 10:00 AM on July 3, 2019 at the Fire HQ, 250 Maple Ave., Cheshire, CT.

The Town of Cheshire reserves the rights to amend or terminate this Invitation to Bid, accept all or any part of a bid, reject all bids, waive any informalities or non-material deficiencies in a bid, and award the bid to the bidder that, in the Town’s judgment, will be in the Town’s best interests.
TOWN OF CHESHIRE, CONNECTICUT

INVITATION TO BID FOR

TRANSFER SWITCH REPLACEMENT AT FIRE HQ

Bid Number: 1920-02
Bid Opening Date: July 12, 2019
Bid Opening Time: 2:00 PM
Bid Opening Place: Cheshire Town Hall, Room 207

******************************************************************************

The Town of Cheshire is seeking bids to furnish and install a transfer switch at the Fire Headquarters.

One (1) original and two (2) copies of sealed bids must be received in the Cheshire Town Hall, Department of Public Works and Engineering, Room 213, 84 South Main Street, Cheshire, CT 06410 by the date and time noted above. The Town of Cheshire (the “Town”) will not accept submissions by e-mail or fax. The Town will reject bids received after the date and time noted above.

The documents comprising this Invitation to Bid may be obtained on the Town’s website, www.cheshirect.org, under “Bids and Requests for Proposals.” Each bidder is responsible for checking the Town’s website to determine if the Town has issued any addenda and, if so, to complete its bid in accordance with the ITB as modified by the addenda.

Bids must be held firm and cannot be withdrawn for sixty (60) calendar days after the opening date.

The Town reserves the rights to amend or terminate this Invitation to Bid, accept all or any part of a bid, reject all bids, waive any informalities or non-material deficiencies in a bid, and award the bid to the bidder that, in the Town’s judgment, will be in the Town’s best interests.

This Invitation to Bid (“ITB”) includes:

- Standard Instructions to Bidders
- Specifications
- Insurance Requirements
- Bid Form
- Bidder’s Legal Status Disclosure
- Bidder’s Certification Concerning Equal Employment Opportunities and Affirmative Action Policy
- Bidder’s Non Collusion Affidavit
- Bidder’s Statement of References
- Addenda, if any
- The Contract in the form attached
1. **INTRODUCTION**

The Town of Cheshire (the “Town”) is soliciting bids to furnish and install a transfer switch at the Fire Headquarters. This ITB is not a contract offer, and no contract will exist unless and until a written contract is signed by the Town and the successful bidder.

Interested parties should submit a bid in accordance with the requirements and directions contained in this ITB. **Bidders are prohibited from contacting any Town employee, officer or official concerning this ITB, except as set forth in Section 6, below. A bidder’s failure to comply with this requirement may result in disqualification.**

If there are any conflicts between the provisions of these Standard Instructions to Bidders and any other documents comprising this ITB, these Standard Instructions to Bidders shall prevail.

2. **RIGHT TO AMEND OR TERMINATE THE ITB OR CONTRACT**

The Town may, before or after bid opening and in its sole discretion, clarify, modify, amend or terminate this ITB if the Town determines it is in the Town’s best interest. Any such action shall be effected by a posting on the Town’s website, www.cheshirect.org, under “Bids & Requests for Proposals.” **Each bidder is responsible for checking the Town’s website to determine if the Town has issued any addenda and, if so, to complete its bid in accordance with the ITB as modified by the addenda.**

If this ITB provides for a multi-year agreement, the Town also reserves the right to terminate the Contract at the end of the last fiscal year for which funds have been appropriated, and the Town shall have no obligation or liability to the successful bidder for any unfunded year or years.

3. **KEY DATES**

   - Pre-Bid Conference or Site Visit: 10:00 AM on July 3, 2019 at 250 Maple Avenue, Cheshire.
   - Bid Opening: July 12, 2019 @ 2:00 PM
   - Preliminary Notice of Award: July 13, 2019
   - Contract Execution: July 13, 2019

The Preliminary Notice of Award and Contract Execution dates are anticipated, not certain, dates.

4. **OBTAINING THE ITB**

All documents that are a part of this ITB may be obtained on the Town’s website, www.cheshirect.org, under “Bids & Request for Proposals.”
5. **BID SUBMISSION INSTRUCTIONS**

Bids must be received in the Cheshire Town Hall, Department of Public Works and Engineering, Room 213, 84 South Main Street, Cheshire, CT 06410 prior to the date and time the bids are scheduled to be opened publicly. Postmarks prior to the opening date and time do NOT satisfy this condition. The Town will not accept submissions by e-mail or fax. Bidders are solely responsible for ensuring timely delivery. The Town will NOT accept late bids.

One (1) original and two (2) copies of all bid documents must be submitted in sealed, opaque envelopes clearly labeled with the bidder’s name, the bidder’s address, the words "BID DOCUMENTS," and the Bid Title, Bid Number and Bid Opening Date. The Town may decline to accept bids submitted in unmarked envelopes that the Town opens in its normal course of business. The Town may, but shall not be required to, return such bid documents and inform the bidder that the bid documents may be resubmitted in a sealed envelope properly marked as described above.

Bid prices must be submitted on the Bid Form included in this ITB. All blank spaces for bid prices must be completed in ink or be typewritten; bid prices must be stated in both words and figures. The person signing the Bid Form must initial any errors, alterations or corrections on that form. Ditto marks or words such as “SAME” shall not be used in the Bid Form.

Bids may be withdrawn personally or in writing provided that the Town receives the withdrawal prior to the time and date the bids are scheduled to be opened. Bids are considered valid, and may not be withdrawn, cancelled or modified, for sixty (60) days after the opening date, to give the Town sufficient time to review the bids, investigate the bidders’ qualifications, secure any required municipal approvals, and execute a binding contract with the successful bidder.

An authorized person representing the legal entity of the bidder must sign the Bid Form and all other forms included in this ITB.

6. **QUESTIONS AND AMENDMENTS**

Questions concerning the process and procedures applicable to this ITB are to be submitted in writing (including by e-mail or fax) and directed only to:

Name: Louis Zullo  
Department: Town Manager’s Office  
E-mail: lzullo@cheshirect.org  
Fax: 203-271-6639

Questions concerning this ITB’s Specifications are to be submitted in writing (including by e-mail or fax) and directed only to:

Name: George Noewatne  
Department: Public Works & Engineering  
E-mail: gnoewatne@cheshirect.org  
Fax: 203-271-6659
Bidders are prohibited from contacting any other Town employee, officer or official concerning this ITB. A bidder’s failure to comply with this requirement may result in disqualification.

The appropriate Town representative listed above must receive any questions from bidders no later than seven (7) business days before the bid opening date. That representative will confirm receipt of a bidder’s questions by e-mail. The Town will answer all written questions by issuing one or more addenda, which shall be a part of this ITB and the resulting Contract, containing all questions received as provided for above and decisions regarding same.

At least four (4) calendar days prior to bid opening, the Town will post any addenda on the Town’s website, www.cheshirect.org, under “Bids & Requests for Proposals.” Each bidder is responsible for checking the website to determine if the Town has issued any addenda and, if so, to complete its bid in accordance with the ITB as modified by the addenda.

No oral statement of the Town, including oral statements by the Town representatives listed above, shall be effective to waive, change or otherwise modify any of the provisions of this ITB, and no bidder shall rely on any alleged oral statement.

7. ADDITIONAL INFORMATION

The Town reserves the right, either before or after the opening of bids, to ask any bidder to clarify its bid or to submit additional information that the Town in its sole discretion deems desirable.

8. COSTS FOR PREPARING BID

Each bidder’s costs incurred in developing its bid are its sole responsibility, and the Town shall have no liability for such costs.

9. OWNERSHIP OF BIDS

All bids submitted become the Town’s property and will not be returned to bidders.

10. FREEDOM OF INFORMATION ACT

All information submitted in a bid or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended and judicially interpreted. A bidder’s responses may contain financial, trade secret or other data that it claims should not be public (the “Confidential Information”). A bidder must identify specifically the pages and portions of its bid or additional information that contain the claimed Confidential Information by visibly marking all such pages and portions. Provided that the bidder cooperates with the Town as described in this section, the Town shall, to the extent permitted by law, protect from unauthorized disclosure such Confidential Information.

If the Town receives a request for a bidder’s Confidential Information, it will promptly notify the bidder in writing of such request and provide the bidder with a copy of any written disclosure request. The bidder may provide written consent to the disclosure, or may object to the disclosure by notifying the Town in writing to withhold disclosure of the information, identifying in the notice the basis for its objection, including the statutory exemption(s) from disclosure. The bidder
shall be responsible for defending any complaint brought in connection with the nondisclosure, including but not only appearing before the Freedom of Information Commission, and providing witnesses and documents as appropriate.

11. **REQUIRED DISCLOSURES**

In its Bid Form each bidder must disclose, if applicable:

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

A bidder’s acceptability based on these disclosures lies solely in the Town’s discretion.

12. **REFERENCES**

Each bidder must complete and submit the Bidder’s Statement of References form included in this ITB.

13. **LEGAL STATUS**

If a bidder is a corporation, limited liability company, or other business entity that is required to register with the Connecticut Secretary of the State’s Office, it must have a current registration on file with that office. The Town may, in its sole discretion, request acceptable evidence of any bidder’s legal status.

14. **BID SECURITY**

*THIS ITEM IS NOT APPLICABLE TO THIS ITB.*
15. **PRESUMPTION OF BIDDER’S FULL KNOWLEDGE**

Each bidder is responsible for having read and understood each document in this ITB and any addenda issued by the Town. A bidder’s failure to have reviewed all information that is part of or applicable to this ITB, including but not only any addenda posted on the Town’s website, shall in no way relieve it from any aspect of its bid or the obligations related thereto.

Each bidder is deemed to be familiar with and is required to comply with all federal, state and local laws, regulations, ordinances, codes and orders that in any manner relate to this ITB or the performance of the work described herein.

By submitting a bid, each bidder represents that it has thoroughly examined and become familiar with the scope of work outlined in this ITB, and it is capable of performing the work to achieve the Town’s objectives. If applicable, each bidder shall visit the site, examine the areas and thoroughly familiarize itself with all conditions of the property before preparing its bid.

16. **SUBSTITUTION FOR NAME BRANDS**

The bidder must attach detailed information concerning deviations from any name brands specified in the ITB and explain in detail how the substitution compares with the name brand’s specifications. The Town in its sole discretion shall decide whether the substitution is acceptable.

17. **TAX EXEMPTIONS**

The Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes. Federal Tax Exempt #066-001971. Exemption from State sales tax per Conn. Gen. Stat. Chapter 219, § 12-412(1). No exemption certificates are required, and none will be issued.

18. **INSURANCE**

The successful bidder shall, at its own expense and cost, obtain and keep in force at least the insurance listed in the Insurance Requirements that are a part of this ITB. The Town reserves the right to request from the successful bidder a complete, certified copy of any required insurance policy.

19. **PERFORMANCE SECURITY**

*THIS ITEM IS NOT APPLICABLE TO THIS ITB.*

20. **DELIVERY ARRANGEMENTS**

The successful bidder shall deliver the items that are the subject of the ITB, at its sole cost and expense, to the location(s) listed in the Specifications.

21. **AWARD CRITERIA; SELECTION; CONTRACT EXECUTION**

All bids will be publicly opened and read aloud as received on the date, at the time, and at the place identified in this ITB. Bidders may be present at the opening.
The Town reserves the right to correct, after bidder verification, any mistake in a bid that is a clerical error, such as a price extension, decimal point error or FOB terms. If an error exists in an extension of prices, the unit price shall prevail. In the event of a discrepancy between the price quoted in words and in figures, the words shall control.

The Town reserves the rights to accept all or any part of a bid, reject all bids, and waive any informalities or non-material deficiencies in a bid. The Town also reserves the right, if applicable, to award the purchase of individual items under this ITB to any combination of separate bids or bidders.

The Town will accept the bid that, all things considered, the Town determines is in its best interests. Although price will be an important factor in most ITBs, it will not be the only basis for award. Due consideration may also be given to a bidder’s experience, references, service, ability to respond promptly to requests, past performance, and other criteria relevant to the Town’s interests, including compliance with the procedural requirements stated in this ITB.

The Town will not award the bid to any business that or person who is in arrears or in default to the Town with regard to any tax, debt, contract, security or any other obligation.

If the lowest bidder meets all specifications, is responsive, and, if applicable, qualified, but the bid is not acceptable to the Town Manager or, if applicable, the Public Building Commission or the Board of Education, the matter must be referred to the Town Council for its decision on whether to reject all bids, to accept a higher bid, or to take such other action as may be in the Town’s best interests.

The Town will select the bid that it deems to be in the Town’s best interest and issue a Preliminary Notice of Award to the successful bidder. The award may be subject to further discussions with the bidder. **The making of a preliminary award to a bidder does not provide the bidder with any rights and does not impose upon the Town any obligations. The Town is free to withdraw a preliminary award at any time and for any reason. A bidder has rights, and the Town has obligations, only if and when a Contract is executed by the Town and the bidder.**

If the bidder does not execute the Contract within ten (10) business days of the date of the Preliminary Notice of Award, unless extended by the Town, the Town may call any bid security provided by the bidder and may enter into discussions with another bidder.

The Preliminary Notice of Award and Contract Execution dates in Section 3’s Key Dates are anticipated, not certain, dates.

22. **AFFIRMATIVE ACTION, AND EQUAL OPPORTUNITY**

Each bidder must submit a completed Bidder’s Certification Concerning Equal Employment Opportunities and Affirmative Action Policy form included with this ITB. Bidders with fewer than ten (10) employees should indicate that fact on the form and return the form with their bids.

23. **NONRESIDENT REAL PROPERTY CONTRACTORS**
If the successful bidder is a “nonresident contractor” as defined in Conn. Gen. Stat. § 12-430(7)(A) as amended, it shall comply fully with the provisions of § 12-430(7) and, prior to execution of the Contract, shall furnish the Town with a copy of the requisite certificate of compliance set forth in § 12-430(7)(E). The successful bidder agrees to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the “Town Indemnified Parties”), from any and all taxes, interest and penalties that the State of Connecticut asserts are due with respect to the successful bidder’s activities under the Contract.

The successful bidder shall also be required to pay any and all attorney’s fees incurred by the Town Indemnified Parties in enforcing any of the successful bidder’s obligations under this section, whether or not a lawsuit or other proceeding is commenced, which obligations shall survive the termination or expiration of the Contract.

24. **COMPLIANCE WITH IMMIGRATION LAWS**

By submitting a bid, each bidder confirms that it has complied, and during the term of the Contract will comply, with the Immigration Reform and Control Act (“IRCA”) and that each person it provides under the Contract will at all times be authorized for employment in the United States of America. Each bidder confirms that it has a properly completed Employment Eligibility Verification, Form I-9, for each person who will be assigned under the Contract and that it will require each subcontractor, if any, to confirm that it has a properly completed Form I-9 for each person who will be assigned under the Contract.

The successful bidder shall defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the “Town Indemnified Parties”), against any and all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including fines, penalties, punitive damages, attorney’s fees and costs, brought or assessed against, or incurred by, the Town Indemnified Parties related to or arising from the obligations under IRCA imposed upon the successful bidder or its subcontractor. The successful bidder shall also be required to pay any and all attorney’s fees and costs incurred by the Town Indemnified Parties in enforcing any of the successful bidder’s obligations under this provision, whether or not a lawsuit or other proceeding is commenced, which obligations shall survive the termination or expiration of the Contract.

25. **NON COLLUSION AFFIDAVIT**

Each bidder shall submit a completed Bidder’s Non Collusion Affidavit that is part of this ITB.

26. **CONTRACT TERMS**

The following provisions will be mandatory terms of the Town’s Contract with the successful bidder. If a bidder is unwilling or unable to meet any of these Contract Terms, the bidder must disclose that inability or unwillingness in its Bid Form (see Section 11 of these Standard Instructions to Bidders):

a. **DEFENSE, HOLD HARMLESS AND INDEMNIFICATION**
The successful bidder agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the “Town Indemnified Parties”), from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including attorney’s fees, arising out of or relating, directly or indirectly, to the successful bidder’s malfeasance, misconduct, negligence or failure to meet its obligations under the ITB or the Contract. The successful bidder’s obligations under this section shall not be limited in any way by any limitation on the amount or type of the successful bidder’s insurance. Nothing in this section shall obligate the successful bidder to indemnify the Town Indemnified Parties against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of the Town Indemnified Parties.

In any and all claims against the Town Indemnified Parties made or brought by any employee of the successful bidder, or anyone directly or indirectly employed or contracted with by the successful bidder, or anyone for whose acts or omissions the successful bidder is or may be liable, the successful bidder’s obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by the successful bidder under workers’ compensation acts, disability benefit acts, or other employee benefits acts.

The successful bidder shall also be required to pay any and all attorney’s fees incurred by the Town Indemnified Parties in enforcing any of the successful bidder’s obligations under this section, which obligations shall survive the termination or expiration of this ITB and the Contract.

As a municipal agency of the State of Connecticut, the Town will NOT defend, indemnify, or hold harmless the successful bidder.

b. ADVERTISING

The successful bidder shall not name the Town in its advertising, news releases, or promotional efforts without the Town’s prior written approval.

If it chooses, the successful bidder may list the Town in a Statement of References or similar document required as part of its response to a public procurement. The Town’s permission to the successful bidder to do so is not a statement about the quality of the successful bidder’s work or the Town’s endorsement of the successful bidder.

c. W-9 FORM

The successful bidder must provide the Town with a completed W-9 form before Contract execution.

d. PAYMENTS

Bidders are encouraged to offer discounts for early payment. All other payments are to be made 30 days after the appropriate Town employee receives and approves the invoice, unless otherwise specified in the Specifications.
Each payment application or invoice shall be accompanied by a statement showing the status of all pending change orders, pending change directives and approved changes to the Contract. Such statement shall identify the pending change orders and pending change directives, and shall include the date such change orders and change directives were initiated, additional cost and/or time associated with their performance and a description of any work completed. The successful bidder shall require each of its subcontractors and suppliers to include a similar statement with each of their payment applications or invoices.

e. **TOWN INSPECTION OF WORK**

The Town may inspect the successful bidder’s work at all reasonable times. This right of inspection is solely for the Town’s benefit and does not transfer to the Town the responsibility for discovering patent or latent defects. The successful bidder has the sole and exclusive responsibility for performing in accordance with the Contract.

f. **REJECTED WORK OR MATERIALS**

The successful bidder, at its sole cost and expense, shall remove from the Town’s property rejected items, commodities and/or work within 48 hours of the Town’s notice of rejection. Immediate removal may be required when safety or health issues are present.

g. **MAINTENANCE AND AVAILABILITY OF RECORDS**

The successful bidder shall maintain all records related to the work described in the ITB for a period of five (5) years after final payment under the Contract or until all pending Town, state and federal audits are completed, whichever is later. Such records shall be available for examination and audit by Town, state and federal representatives during that time.

h. **SUBCONTRACTING**

Prior to entering into any subcontract agreement(s) for the work described in the Contract, the successful bidder shall provide the Town with written notice of the identity (full legal name, street address, mailing address (if different from street address), and telephone number) of each proposed subcontractor. The Town shall have the right to object to any proposed subcontractor by providing the successful bidder with written notice thereof within seven (7) business days of receipt of all required information about the proposed subcontractor. If the Town objects to a proposed subcontractor, the successful bidder shall not use that subcontractor for any portion of the work described in the Contract.

All permitted subcontracting shall be subject to the same terms and conditions as are applicable to the successful bidder. The successful bidder shall remain fully and solely liable and responsible to the Town for performance of the work described in the Contract. The successful bidder also agrees to promptly pay each of its subcontractors within thirty (30) days of receipt of payment from the Town or otherwise in accordance with law. The successful bidder shall assure compliance with all requirements of the Contract. The successful bidder shall also be fully and solely responsible to the Town for the acts and omissions of its subcontractors and of persons employed, whether directly or indirectly, by its subcontractor(s).
i. PREVAILING WAGES

State law may require that wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker under the Contract and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Stat. § 31-53, as amended, 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. A successful bidder 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. Upon Contract award, the successful bidder must certify under oath to the State Labor Commissioner the pay scale to be used by the successful bidder and its subcontractors.

j. PREFERENCES

The successful bidder shall comply with the requirements of Conn. Gen. Stat. § 31-52(b), as amended. Specifically, the successful bidder agrees that in the employment of labor to perform the work under the Contract, preference shall be given to citizens of the United States who are, and have been continuously for at least three (3) months prior to the date of the Contract, residents of the labor market area (as established by the State of Connecticut Labor Commissioner) in which such work is to be done, and if no such qualified person is available, then to citizens who have continuously resided in New Haven County for at least three (3) months prior to the date hereof, and then to citizens of the State who have continuously resided in the State at least three (3) months prior to the date of the Contract.

k. WORKERS COMPENSATION

Prior to Contract execution, the Town will require the tentative successful bidder to provide a current statement from the State Treasurer that, to the best of her knowledge and belief, as of the date of the statement, the tentative successful bidder was not liable to the State for any workers' compensation payments made pursuant to Conn. Gen. Stat. § 31-355.

l. SAFETY

The successful bidder and each of its permitted subcontractors shall furnish proof that each employee performing the work of a mechanic, laborer or worker under the Contract has completed a course of at least ten (10) hours in construction safety and health approved by the federal Occupational Safety and Health Administration or has completed a new miner training program approved by the Federal Mine Safety and Health Administration. Such proof shall be provided with the certified payroll submitted for the first week each such employee, mechanic, laborer, or worker begins work under the Contract.

m. COMPLIANCE WITH LAWS

The successful bidder shall comply with all applicable laws, regulations, ordinances, codes and orders of the United States, the State of Connecticut and the Town related to its bid and the performance of the work described in the Contract.
n. **LICENSES AND PERMITS**

The successful bidder certifies that, throughout the Contract term, it shall have and provide proof of all approvals, permits and licenses required by the Town and/or any state or federal authority. The successful bidder shall immediately and in writing notify the Town of the loss or suspension of any such approval, permit or license.

o. **AMENDMENTS**

The Contract may not be altered or amended except by the written agreement of both parties.

p. **ENTIRE AGREEMENT**

It is expressly understood and agreed that the Contract contains the entire agreement between the parties, and that the parties are not, and shall not be, bound by any stipulations, representations, agreements or promises, oral or otherwise, not printed or inserted in the Contract or its attached exhibits.

q. **VALIDITY**

The invalidity of one or more of the phrases, sentences or clauses contained in the Contract shall not affect the remaining portions so long as the material purposes of the Contract can be determined and effectuated.

r. **CONNECTICUT LAW AND COURTS**

The Contract shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut, and the parties irrevocably submit in any suit, action or proceeding arising out of the Contract to the jurisdiction of the United States District Court for the District of Connecticut or of any court of the State of Connecticut, as applicable.

s. **NON-EMPLOYMENT RELATIONSHIP**

The Town and the successful bidder are independent parties. Nothing contained in the Contract shall create, or be construed or deemed as creating, the relationships of principal and agent, partnership, joint venture, employer and employee, and/or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of the Contract. The successful bidder understands and agrees that it is not entitled to employee benefits, including but not limited to workers compensation and employment insurance coverage, and disability. The successful bidder shall be solely responsible for any applicable taxes.

**END OF STANDARD INSTRUCTIONS TO BIDDERS**
TOWN OF CHESHIRE, CONNECTICUT

SPECIFICATIONS FOR
TRANSFER SWITCH REPLACEMENT AT FIRE HQ

BID #1920-02

This project is intended to have all phases completed by the successful contractor, and be delivered to the Town fully operational. No additional work will be required once the project is turned over to the Town.

Provide labor and all parts, materials, and equipment to install a transfer switch at the Fire HQ

Remove old transfer switch and dispose of at contractor’s expense.

New Transfer Switch (Base Bid):
ASCO 7000 Series, Open Transition, Bypass Isolation 120/208 volt 3 phase, 400 Amp, Automatic Transfer Switch, Nema 3R enclosure with Manual Bypass Isolation. Provide cabinet heater option.

Alternate #1: ASCO 300 Series switch suitable for this installation.

Provide ASCO support for the following:
Authorized ASCO startup service.
ASCO Services for technician programming & testing.
Training for owner’s representatives.

Miscellaneous:
1. Power outages must be kept to a minimum and will be required to be performed after 4:00 PM. Outages cannot occur Monday evenings. Any proposed outage needs to be approved by the Fire Chief.
2. Permits must be taken; however, fees will be waivered.
3. Fire HQ permanent generator is an Onan model 125DGEA
4. Fire HQ is wired for a temporary generator to be connected in the event the permanent generator fails. New installation must retain this capability.
5. Contractor to remove trash and debris from site.
6. Electric and water will be provided by the Town.
7. Contractor to provide all cutting, patching and touch up painting necessitated by his work.
8. Contractor must protect all infrastructure during installation to include: the building, any equipment, asphalt, sidewalks, grass and sprinklers in the vicinity.

Commencement and Completion of Work:
The equipment must be ordered within 48 hours of notice to proceed. Installation shall begin no later than 72 hours after receipt of transfer switch. The project shall begin with a meeting among Town officials and the winning Bidder.
Change Orders:
Any work to be completed at an additional cost above the agreed upon price and outside the agreed upon scope of work must be pre-approved in the form of a change order by the Public Works Director or his designee.

Notification:
Any Additional work uncovered during the normal painting process shall be reported immediately to the Director of Public Works or his designee.

END OF SPECIFICATIONS
TOWN OF CHESHIRE, CONNECTICUT

INSURANCE REQUIREMENTS FOR
TRANSFER SWITCH REPLACEMENT AT FIRE HQ

BID #1920-02

The successful bidder agrees to maintain in force at all times during the Contract the following coverages placed with company(ies) licensed by the State of Connecticut which have at least an “A-” VIII policyholders rating according to Best Publication’s latest edition Key Rating Guide.

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Minimum Limits</th>
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<tbody>
<tr>
<td><strong>General Liability</strong>*</td>
<td></td>
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<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products/Completed Operations Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td><strong>Auto Liability</strong>*</td>
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</tr>
<tr>
<td>Combined Single Limit</td>
<td></td>
</tr>
<tr>
<td>Each Accident</td>
<td>$1,000,000</td>
</tr>
<tr>
<td><strong>Umbrella</strong>*</td>
<td></td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>(Excess Liability)</td>
<td></td>
</tr>
<tr>
<td>Aggregate</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

* The Town of Cheshire shall be named as “Additional Insured.” Coverage is to be provided on a primary, noncontributory basis. Waiver of subrogation must be provided.

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

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Minimum Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers’ Compensation and WC Statutory Limits</td>
<td></td>
</tr>
<tr>
<td>Employers’ Liability</td>
<td></td>
</tr>
<tr>
<td>EL Each Accident</td>
<td>$100,000</td>
</tr>
<tr>
<td>EL Disease Each Employee</td>
<td>$100,000</td>
</tr>
<tr>
<td>EL Disease Policy Limit</td>
<td>$500,000</td>
</tr>
</tbody>
</table>

Original, completed Certificates of Insurance must be presented to the Town prior to Contract execution. The successful bidder agrees to provide replacement/renewal certificates at least 60 days prior to the expiration of the policy. Should any of the above described policies be cancelled before the expiration date, written notice must be given to the Town thirty (30) days prior to cancellation.

END OF INSURANCE REQUIREMENT
TOWN OF CHESHIRE, CONNECTICUT

BID FORM
TRANSFER SWITCH REPLACEMENT AT FIRE HQ

BID #1920-02

BIDDER’S FULL LEGAL NAME: ________________________________

Pursuant to and in full compliance with the ITB, the undersigned bidder, having visited the site or property if applicable, and having thoroughly examined each and every document comprising the ITB, including any addenda, hereby offers and agrees as follows:

**Base Bid:**
To provide the products and/or services specified in, and upon the terms and conditions of, the ITB for the total sum of _________________________________
$___________________.

Lead time for Switch delivery (weeks): ________________________________

**Alternate 1:**
To provide the products and/or services specified in, and upon the terms and conditions of, the ITB for the total sum of _________________________________
$___________________.

Lead time for Switch delivery (weeks): ________________________________

**ACKNOWLEDGEMENT**

Addendums Received:

<table>
<thead>
<tr>
<th>Addendum #</th>
<th>date</th>
<th>initials</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

In submitting this Bid Form, the undersigned bidder acknowledges that the price(s) include all labor, materials, transportation, hauling, overhead, fees and insurances, bonds or letters of credit, profit, security, permits and licenses, and all other costs to cover the completed work called for in the ITB. Except as otherwise expressly stated in the ITB, no additional payment of any kind will be made for work accomplished under the price(s) as proposed.

**REQUIRED DISCLOSURES**

1. Exceptions to the ITB
This bid does not take exception to any requirement of the ITB, including but not only any of the Contract Terms set forth in Section 26 of the Standard Instructions to Bidders.

OR

This bid takes exception(s) to certain of the ITB requirements, including but not only the following Contract Terms set forth in Section 26 of the Standard Instructions to Bidders. Attached is a sheet fully describing each such exception.

2. State Debarment List

Is the bidder on the State of Connecticut’s Debarment List?

_____ Yes
_____ No

3. Occupational Safety and Health Law Violations

Has the bidder or any firm, corporation, partnership or association in which it has an interest (1) been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the bid (provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction) or (2) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the bid?

_____ Yes
_____ No

If “yes,” attach a sheet fully describing each such matter.

4. Arbitration/Litigation

Has either the bidder or any of its principals (regardless of place of employment) been involved for the most recent ten (10) years in any resolved or pending arbitration or litigation?

_____ Yes
_____ No

If “yes,” attach a sheet fully describing each such matter.
5. Criminal Proceedings

Has the bidder or any of its principals (regardless of place of employment) ever been the subject of any criminal proceedings?

______ Yes
______ No

If “yes,” attach a sheet fully describing each such matter.

6. Ethics and Offenses in Public Projects or Contracts

Has either the bidder or any of its principals (regardless of place of employment) ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of bids or bids or the performance of work on public works projects or contracts?

______ Yes
______ No

If “yes,” attach a sheet fully describing each such matter.

NOTE: THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID BID, MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE BID. SUCH SIGNATURE CONSTITUTES THE BIDDER’S REPRESENTATIONS THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT COMPROMISING THE ITB, UNLESS AN EXCEPTION IS DESCRIBED ABOVE.

BY ___________________________          TITLE: ______________________________
(PRINT NAME)

____________________________________          DATE: _____________________________
(SIGNATURE)

____________________________________          (CONTACT PHONE NUMBER)
(EMAIL ADDRESS)

END OF BID FORM
TOWN OF CHESHIRE, CONNECTICUT

BIDDER’S LEGAL STATUS DISCLOSURE

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

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

IF A SOLELY OWNED BUSINESS:

Bidder’s Full Legal Name ____________________________________________
Street Address ______________________________________________________
Mailing Address (if different from Street Address)_______________________
Owner’s Full Legal Name _____________________________________________
Number of years engaged in business under sole proprietor or trade name _______
Does the bidder have a “permanent place of business” in Connecticut, as defined above?  
________ Yes  _______ No

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

IF A CORPORATION:

Bidder’s Full Legal Name ____________________________________________
Street Address ______________________________________________________
Mailing Address (if different from Street Address)_______________________
Owner’s Full Legal Name _____________________________________________
Number of years engaged in business _________________________________
Names of Current Officers

________________________________________  _________________________  _________________________
President       Secretary     Chief Financial Officer

Does the bidder have a “permanent place of business” in Connecticut, as defined above?
If yes, please state the full street address (not a post office box) of that “permanent place of business.”

________________________________________________________________________

IF A LIMITED LIABILITY COMPANY:

Bidder’s Full Legal Name ____________________________

Street Address ____________________________

Mailing Address (if different from Street Address) ____________________________

Owner’s Full Legal Name ____________________________

Number of years engaged in business ____________________________

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

Name & Title (if any) ____________________________ Residential Address (street only)

Name & Title (if any) ____________________________ Residential Address (street only)

Name & Title (if any) ____________________________ Residential Address (street only)

Name & Title (if any) ____________________________ Residential Address (street only)

Name & Title (if any) ____________________________ Residential Address (street only)

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

_______ Yes  ________ No

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

________________________________________________________________________
IF A PARTNERSHIP:

Bidder’s Full Legal Name  
Street Address  
Mailing Address (if different from Street Address)  
Owner’s Full Legal Name  
Number of years engaged in business  
Names of Current Partners

Name & Title (if any)  Residential Address (street only)

Name & Title (if any)  Residential Address (street only)

Name & Title (if any)  Residential Address (street only)

Name & Title (if any)  Residential Address (street only)

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

________ Yes  ________ No

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

*************************************************************************

Sign on the next page
Bidder’s Full Legal Name

_____________________________________________
(print)
Name and Title of Bidder’s Authorized Representative

_____________________________________________
(signature)
Bidder’s Representative, Duly Authorized

_____________________________________________
Date

END OF LEGAL STATUS DISCLOSURE FORM
TOWN OF CHESHIRE, CONNECTICUT

BID #1920-02
TRANSFER SWITCH REPLACEMENT AT FIRE HQ

BIDDER’S CERTIFICATION
Concerning Equal Employment Opportunities
And Affirmative Action Policy

I/we, the bidder, certify that:

1) I/we are in compliance with the equal opportunity clause as set forth in Connecticut state law (Executive Order No. Three, http://www.cslib.org/exeorder3.htm).

2) I/we do not maintain segregated facilities.

3) I/we have filed all required employer's information reports.

4) I/we have developed and maintain written affirmative action programs.

5) I/we list job openings with federal and state employment services.

6) I/we attempt to employ and advance in employment qualified handicapped individuals.

7) I/we are in compliance with the Americans with Disabilities Act.

8) I/we (check one):
   ______ have an Affirmative Action Program, or
   ______ employ 10 people or fewer.

__________________________________________
Legal Name of Bidder

__________________________________________
Bidder’s Representative, Duly Authorized

__________________________________________
Name of Bidder’s Authorized Representative

__________________________________________
Title of Bidder’s Authorized Representative

__________________________________________
Date
BIDDER’S NON COLLUSION AFFIDAVIT

BID FOR: Transfer Switch Replacement at Fire HQ

BID NUMBER: 1920-02

The undersigned bidder, having fully informed himself/herself/itself regarding the accuracy of the statements made herein, certifies that:

(1) the bid is genuine; it is not a collusive or sham bid;
(2) the bidder developed the bid independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent competition;
(3) the bidder, its employees and agents have not communicated the contents of the bid to any person not an employee or agent of the bidder and will not communicate the bid to any such person prior to the official opening of the bid; and
(4) no elected or appointed official or other officer or employee of the Town of Cheshire is directly or indirectly interested in the bidder’s bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

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

__________________________________________
Legal Name of Bidder (signature)
Bidder’s Representative, Duly Authorized

__________________________________________
Name of Bidder’s Authorized Representative

__________________________________________
Title of Bidder’s Authorized Representative

__________________________________________
Date

Subscribed and sworn to before me this ______ day of _____________________, 20__.

__________________________________________
Notary Public
My Commission Expires:
TOWN OF CHESHIRE, CONNECTICUT

BID #1920-02
TRANSFER SWITCH REPLACEMENT AT FIRE HQ

BIDDER'S STATEMENT OF REFERENCES

Provide at least three (3) references:

1. BUSINESS NAME________________________________________________________
   ADDRESS_______________________________________________________________
   CITY, STATE____________________________________________________________
   TELEPHONE:____________________________________________________________
   INDIVIDUAL CONTACT NAME AND POSITION
   ____________________________________________________
   ____________________________________________________

2. BUSINESS NAME________________________________________________________
   ADDRESS_______________________________________________________________
   CITY, STATE____________________________________________________________
   TELEPHONE:____________________________________________________________
   INDIVIDUAL CONTACT NAME AND POSITION
   ____________________________________________________
   ____________________________________________________

3. BUSINESS NAME________________________________________________________
   ADDRESS_______________________________________________________________
   CITY, STATE____________________________________________________________
   TELEPHONE:____________________________________________________________
   INDIVIDUAL CONTACT NAME AND POSITION
   ____________________________________________________
   ____________________________________________________

END OF STATEMENT OF REFERENCES

- 1 -
CONTRACT FOR TRANSFER SWITCH REPLACEMENT AT FIRE HQ

This Contract is made as of the ____ day of ________, 20___ (the “Effective Date”), by and between the Town of Cheshire, 84 South Main Street, Cheshire, Connecticut, a municipal corporation organized and existing under the laws of the State of Connecticut (the “Town”), and [name and address of successful bidder] (the “Contracting Party”).

RECITALS:

WHEREAS, the Town has issued a Invitation to Bid for Transfer Switch Replacement at Fire HQ (the “ITB”), a copy of which, along with any addenda, is attached as Exhibit A;

WHEREAS, the Contracting Party submitted a bid to the Town dated _________________ (the “Bid”), a copy of which is attached as Exhibit B;

WHEREAS, the Town has selected the Contracting Party to perform the Work (as defined in Section 1 below); and

WHEREAS, the Town and the Contracting Party desire to enter into a formal contract for the performance of the Work.

NOW THEREFORE, in consideration of the recitals set forth above and the parties’ mutual promises and obligations contained below, the parties agree as follows:

1. Work: The Contracting Party agrees to perform the Work described more fully in the attached Exhibits A and (collectively, the “Work”).

The Contracting Party also agrees to comply with all of the terms and conditions set forth herein and in the ITB, including but not only all of the terms set forth in Section 26 (the “Contract Terms”) of the Standard Instructions to Bidders.

2. Term:

3. Contract Includes Exhibits; Order of Construction: The Contract includes the ITB (Exhibit A) and the Bid (Exhibit B), which are made a part hereof. In the event of a conflict or inconsistency between or among this document, the ITB, and the Bid, this document shall have the highest priority, the ITB the second priority, and the Bid the third priority.

4. Price and Payment:

5. Right to Terminate – If the Contracting Party’s fails to comply with any of the terms, provisions or conditions of the Contract, including the exhibits, the Town shall have the right, in addition to all other available remedies, to declare the Contract in default and, therefore, to terminate it and to resubmit the subject matter of the Contract to further public procurement. In that event, the Contracting Party shall pay the Town, as liquidated damages, the amount of any excess of the price of the new contract over the Contract price provided for herein, plus any legal or other costs or expenses incurred by the Town in terminating this Contract and securing a new contracting party.

6. No Waiver or Estoppel – Either party’s failure to insist upon the strict performance by the other of any of the terms, provisions and conditions of the Contract shall not be a waiver or
create an estoppel. Notwithstanding any such failure, each party shall have the right thereafter to insist upon the other party’s strict performance, and neither party shall be relieved of such obligation because of the other party’s failure to comply with or otherwise to enforce or to seek to enforce any of the terms, provisions and conditions hereof.

7. **Notice** – Any notices provided for hereunder shall be given to the parties in writing (which may be hardcopy, facsimile, or e-mail) at their respective addresses set forth below:

   If to the Town:

   [name, address, fax and e-mail]

   If to the Contracting Party:

   [name, address, fax and e-mail]

8. **Execution** - This Contract may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile) to each of the parties.

   IN WITNESS THEREOF, the parties have executed this contract as of the last date signed below.

   TOWN OF CHESHIRE

   By______________________________
   Sean Kimball
   Its Town Manager, Duly Authorized
   Date:____________________________

   [CONTRACTING PARTY LEGAL NAME]

   By______________________________
   Its___________________, Duly Authorized
   Date:____________________________