

**MDC**



**THE METROPOLITAN DISTRICT**  
HARTFORD COUNTY, CONNECTICUT

---

**INVITATION TO BID**

**EMERGENCY GENERATORS**

**SOLICITATION NUMBER: 2012-49**

**ISSUE DATE: September 25, 2012**

**DUE DATE: October 9, 2012 at 2:00 p.m. Eastern Time**

Sealed proposals will be received by the Office of District Clerk at 555 Main Street, Hartford, Connecticut until the date and time specified above and will be publicly opened and read.

**NOTICE: FAILURE TO RETURN THIS BID PROPOSAL INTACT MAY BE CAUSE FOR REJECTION.**

**Bid Proposal Submitted By:**

\_\_\_\_\_  
Company Name

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

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Federal Tax ID

\_\_\_\_\_  
CT State Business License Number

\_\_\_\_\_  
Company Contact Person

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

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

Registered with the MDC on eBid?\*

Yes

No

\*Registration with the MDC on eBid is mandatory.

Pre-Qualified with State of CT DAS?

Yes

No

N/A

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## INTRODUCTION

The Metropolitan District (MDC) is a municipal corporation chartered by the State of Connecticut in 1929. The MDC provides water and sewer services to approximately 400,000 people in the municipalities of Hartford, Bloomfield, East Hartford, Newington, Rocky Hill, West Hartford, Wethersfield and Windsor.

The MDC is governed by a board of 29 commissioners. Seventeen are appointed by the legislative bodies of the eight member municipalities, eight by the Governor of the State of Connecticut, and four by the leadership of the Connecticut General Assembly. The MDC employs approximately 550 full time personnel. The MDC recently completed a comprehensive organizational re-engineering process. Under the present structure there are two functional divisions: Operations & Engineering and Business Services.

The funding of sewer services is through taxation on member municipalities and a sewer user charge. The funding of water services and related operations is principally through a direct use charge to customers. Major capital improvements in excess of \$5 million for a single project must be approved by the electorate of the member municipalities and are financed through bonding. The 2012 operating combined budgets for all MDC operations total approximately \$140 million.

The water distribution system consists of upland impoundments in the Farmington River watershed, two filtration plants and approximately 1500 miles of distribution mains. Flows in the system are by gravity except for some pumping of treated water to higher elevations. Average treated water use is about 60 million gallons per day and all services are metered.

The sewage collection system consists of almost 1200 miles of sanitary sewers serving the member municipalities. Four water pollution control plants treat an average of about 65 million gallons per day.

In 2006, the MDC entered into a Consent Decree with the Environmental Protection Agency (EPA) and the U.S. Department of Justice to implement a Sanitary Sewer Overflow (SSO) Abatement Program. The MDC is required to eliminate structural SSO's over a seven year period for the communities of Rocky Hill, Wethersfield and Windsor, and over a 12 year period for West Hartford and Newington.

Also in 2006, the MDC entered into a Consent Order with the State of Connecticut Department of Environmental Protection to reduce Combined Sewer Overflows (CSO) to a one year level of control, within 15 years. The MDC has also identified several nitrogen removal projects which are designed to protect Long Island Sound and which must be implemented to comply with the MDC's General Permit for the discharge of nitrogen based on the adopted Total Maximum Daily Load for Long Island Sound.

The MDC's multi-year response to the Consent Order, Consent Decree and nitrogen reduction requirements is the Clean Water Project (CWP). The work under the CWP includes three major elements: (1) construction of new sanitary sewers, interceptors and tunnels to reduce CSOs within the MDC's collection system; (2) rehabilitation of existing sanitary sewers and construction of new interceptors to eliminate structural and non-structural SSOs from the sanitary sewers of East Hartford, Bloomfield, Wethersfield, West Hartford, Windsor, Rocky Hill and Newington; (3) increase treatment flow capacity and reduce nitrogen levels from the discharges of some of the MDC's water pollution control facilities.

Funding for Phase I of the CWP has been approved through a local referendum vote on November 7, 2006. Phase I funding is \$800,000,000. Additional authorizations will be required over the 15 year life of the CWP. At this time, the total program cost is estimated at \$2.1 billion.

In addition, the MDC has undertaken a comprehensive program of asset management which involves a systemic replacement of water and sewer infrastructure in a proactive process. Capital improvement programs also include improvements and modernization of water pollution control facilities.

The MDC operates a range of facilities. In addition to administrative and management personnel based at the MDC's headquarters in Hartford, the MDC also operates from several facilities within a 30-mile driving distance from the MDC's headquarters in Hartford. These facilities include (not all facilities listed):

- Water treatment and distribution facilities;
- Wastewater treatment facilities;
- Solid waste processing facilities;
- Operations command center (emergency services, customer service center, training facility);
- Fleet and equipment maintenance facility;
- Two hydro-electric generating facilities, and;
- Fresh water reservoir facilities, including associated public recreation areas and access.

Through its reservoirs and contiguous woodland areas, the MDC has full control of its water sources. All fresh water the MDC supplies to its customers comes from the MDC's own reservoirs. There is no dependency on another agency or supplier in state or out for the fresh water that the MDC distributes.

The MDC is under contract with Riverfront Recapture Inc. to provide maintenance services at the river front parks in member municipalities. Also, the MDC has a small police (patrol) force to protect property and equipment at its more remote facilities and also to protect the public using the designated recreation areas at the reservoirs. Another unique MDC job category is foresters who maintain the watershed woodland areas that surround and feed into the reservoirs.

The MDC utilizes SAP (an integrated ERP system) and other network, web and wireless technology. Technological change drives process and operational change and has, as a result, changed the required Knowledge, Skills, and Attributes (KSAs) of our workforce.

The MDC manages an award winning Geographic Information System (GIS) that supports its many activities. The database contains detailed utility and land base information for each of the member municipalities as well as natural resource information for watershed land. The system is capable of producing utility and street index maps as well as special purpose maps in-house. It is also linked to the MDC's business application software, allowing users to query data and locate specific utility equipment; GIS also provides mapping services to member towns.

Finally, pursuant to Public Act 09-87, the MDC is now considered to be a Connecticut state agency for the sole purpose of developing and implementing an affirmative action plan that commits the MDC to a program of affirmative action in all aspects of personnel and administration.

**PART I  
NOTICE OF INVITATION TO BID**

- 1.01 NOTICE. Notice is hereby given that sealed bids for the maintenance and installation of a door access control security system will be received by the MDC no later than **2:00 p.m. Eastern Time on October 9, 2012** at the Office of the District Clerk, 555 Main Street, Hartford, CT 06142-0800. Prospective bidders **must** register on the MDC's eBid procurement site and download the Solicitation package at [www.ebidexchange.com/mdc](http://www.ebidexchange.com/mdc).
- 1.02 TIMELINE. The scheduled timeline is as follows:
- |                              |   |
|------------------------------|---|
| Date of Issuance:            | September 25, 2012  |
| Deadline for Questions:      | October 1, 2012 at 4:00 p.m. Eastern Time   |
| Deadline for Bid Submittal:  | October 9, 2012 at 2:00 p.m. Eastern Time   |
| Submit <u>Sealed Bid</u> to: | <b>BID PROPOSAL: EMERGENCY GENERATORS<br/>SOLICITATION NUMBER: 2012-49</b><br>Office of the District Clerk<br>The Metropolitan District<br>555 Main Street<br>Hartford, CT 06142-0800 |
| Method of Submittal:         | USPS Mail, Overnight Delivery or In Person<br>EMAIL and FAX proposals are <u>not</u> acceptable.  |
| Procurement Contact:         | Leizl Sy<br>Contract Specialist<br><a href="mailto:lsy@themdc.com">lsy@themdc.com</a><br>(860) 278-7850, Ext. 3337  |
- 1.03 QUESTIONS. All questions must be submitted in writing by email no later 4:00 p.m. Eastern Time on October 1, 2012 by email to the Procurement Contact. Responses to all questions will be in the form of addenda which will be published on the MDC's eBid procurement site at [www.ebidexchange.com/mdc](http://www.ebidexchange.com/mdc). It is each bidder's responsibility to check eBid for addenda. The MDC is not bound by any information, explanation, clarification or interpretation, whether oral or written, by person(s) made that is not incorporated by addenda.
- 1.04 BID OPENING. Bidders are invited to be present at the opening of bids. Sealed bids received by the MDC will be opened at 2:00 P.M. Eastern Time on October 9, 2012 at the MDC Headquarters, located at 555 Main Street, Hartford, CT. The purpose of the bid opening is to reveal names of all bidders and to ascertain the apparent low bidder, not to serve as a forum for awarding the contract and/or to discuss the basis for awarding the contract. Bids will be evaluated and taken under advisement promptly after the bid opening. Information on bid results will not be provided over the telephone or via email.

**PART II  
INFORMATION FOR BIDDERS**

- 2.01 DESCRIPTION OF WORK/MATERIALS. The work to be performed and/or materials to be furnished are described in Part III of this Solicitation (Product Specifications). In case of discrepancy, any special conditions included in the Product Specifications shall take precedence over provisions in this Information for Bidders.
- 2.02 FORM OF BID. The bidder is required to examine the Solicitation package carefully and understand its contents. Each bid must be prepared in the manner and form specified. Applicable blank spaces (names, addresses, prices, and other required data) must be completed and phraseology of this Solicitation must not be changed. This Solicitation package must be returned in its entirety and all pages must be in the proper sequence. Additions may not be made to the items listed; any unauthorized conditions, limitations, or provisions attached to the bid may render the bid nonresponsive and result in its rejection.
- 2.03 PRICE. Bidders must quote firm or fixed prices. Quotations are requested F.O.B destination. If quoted F.O.B. shipping point include freight estimate and full value insurance cost. Bidders must state, in writing and in figures, the proposed price for each separate item. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted shall govern. In the event of a conflict between the price in numbers and the price in words, the price in words will control.
- a. If any price is omitted, the MDC reserves the right to fill in the highest price proposed by any bidder for that item, or the bid may be rejected altogether as non-responsive. In case of discrepancy between the prices in written words and in figures, the written words shall govern. Along with pricing information, bidders must also provide complete and accurate specifications and descriptive literature of the items that are being proposed in the bid.
  - b. Bidders are cautioned not to submit bids that are unbalanced. If, in the opinion of the MDC, any bid submitted appears unbalanced, this action may be sufficient cause for the rejection of the entire bid, or it may result in loss to the successful bidder if certain materials are increased or decreased as provided in any contract awarded.
- 2.04 QUANTITIES. Quantities are given as an estimate and as a basis for the comparison of bids. The MDC reserves the right to increase or decrease the amount of any item or portion of the work. An increase or decrease in the quantity for any item shall not be regarded as sufficient grounds for an increase or decrease in the unit prices.
- 2.05 QUALITY. Unless otherwise expressly stated by the bidder, the bid will be considered as being in strict accordance with the Product Specifications in the Solicitation package. References to a particular trade, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the MDC's requirements. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However, the bidder, if awarded the contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the bid.
- 2.06 CHANGES AND ADDENDA. Responses to questions and/or any changes issued in relation to this Solicitation will in the form of addenda and published on the MDC's eBid procurement site at [www.ebidexchange.com/mdc](http://www.ebidexchange.com/mdc) no less than five (5) business days prior to the scheduled bid opening date. It is each bidder's responsibility to check eBid. Addenda will become a part of the Contract documents. Oral statements made by any MDC officer or employee shall not be binding.
- a. Failures to receive, examine, and understand the Solicitation package and all addenda shall in no way relieve bidders of obligations and requirements. The submission of a bid shall be taken as prima facie evidence of compliance with bidder's duty to carefully review and understand the Solicitation package and all addenda.

- 2.07 SUBMISSION OF BID. Bids must be in a sealed envelope and addressed, as specified in Part 1, Section 1.02. Upon submittal, all bids become the property of the MDC and are subject to public record laws. The MDC is not responsible for any delays by the USPS, overnight delivery services, or any other means employed by bidders. The MDC is not liable for, and will not open, any bids not received in time for the scheduled bid opening.
- 2.08 BID GUARANTEE. Each bid proposal must be accompanied by a bid guarantee sealed in the envelope with the bid. The bid guarantee must be in the form of either a Certified Check made payable to the "The Metropolitan District" for no less than ten percent (10%) of the amount of the bid or a bond in like amount. The bid bond must be executed by a financially strong surety company acceptable to the MDC, authorized to transact business within the State of Connecticut and must be written by an agent or broker having an office for the transaction of business within the State of Connecticut. In accordance with by-laws of the MDC, all such certified checks, except those of the lowest and next lowest bidder, may be returned as soon as the Contract has been awarded. Checks not returned shall be retained until a successful bidder has been qualified, filed necessary surety bonds, and executed a Contract.
- 2.09 NOTICES TO BIDDER. Each bidder must indicate the address to where all notices, letters or other communications may be sent. This address may be changed only by proper delivery to the MDC of written notice of such change, signed by the bidder. The mailing or delivery by messenger of any notice, letter or communication to such address at any time including the full period of work under the Contract shall be deemed sufficient for any notice or service on the part of the MDC in connection with the Contract or any part thereof.
- 2.10 BID WITHDRAWAL. Bids may be withdrawn before the scheduled deadline for receipt of bids provided that the bidder submits a written request requesting the withdrawal to the Office of the District Clerk at the address specified in Part I, Section 1.02. No bid may be modified or withdrawn for a period of up to one hundred and twenty (120) days, excluding weekends and legal holidays, after the scheduled deadline.
- 2.11 BID ACCEPTANCE AND REJECTION. The MDC reserves the right to confer with any bidder or all bidders, to waive any informalities, irregularities or omissions in bids received and/or afford any bidder an opportunity to remedy an informality or irregularity if in the sole opinion of the MDC it is in its best interest, so long as it does not provide a competitive advantage to a bidder. The MDC reserves the right to reject any one or more bids, with or without notice. The MDC's right to reject is not limited to the specific reasons mentioned herein. A bid may be rejected, as follows:
- a. If it is incomplete, conditional or obscure, or if it contains additions not called for, erasures, alterations, obvious errors or irregularities of any kind, or if it does not strictly conform to the requirements stated in this Solicitation;
  - b. If the individual unit prices in the bid are considered by the MDC to be unbalanced in a manner likely to be detrimental to the MDC;
  - c. If the MDC is of the opinion that the bid was prepared without adequate care, or under a misunderstanding of the requirements of the MDC, or if the bid is for materials other than those specified herein;
  - d. For failure to furnish information and/or respond promptly (within 10 calendar days) as required by the MDC.
- 2.12 DUTY TO FURNISH INFORMATION. In order for the MDC to have sufficient and accurate information to guide it in making a contract award, bidders whose bids are being considered must comply within ten (10) calendar days upon the MDC's notice of such a request. Requests may include, but are not limited to, the following:

- a. List of materials of similar character and magnitude which has been furnished by the bidder, or by the principals to the bid, together with information as to each such job, its character, magnitude, date, and the party to whom it was furnished.
  - b. Samples which, when requested by the MDC, must be furnished free of expense to the MDC and if not destroyed, will upon request be returned at the bidder's expense.
  - c. Sworn copy of the latest statement of the financial condition of the bidder together with sworn statement(s) as to any and all changes which may have occurred to alter the financial condition since the date of the statement, with supporting evidence.
  - d. Evidence bidder has ample capital, credit and other resources to finance the work without being dependent on release of portions of retained percentage before completion of work, and without having estimates for payment made more often than once each month or at such times that will conform to MDC payment practices.
- 2.13 ACCURATE INFORMATION & AUDIT RIGHTS. Bidders certify that all information provided in bids submitted to the MDC is true and correct and can be relied upon by the MDC in awarding, modifying, making payments, or taking any other action with respect to a written agreement entered into. Bidders certify that its accounting system conforms to generally accepted accounting principles and is sufficient to comply with the budgetary and financial obligations to produce reliable financial information.
- a. Any false or misleading information is grounds for the MDC to reject a bid, terminate an award or any written agreement entered into. Termination shall relieve the MDC of any direct or consequential damages or costs incurred by bidder(s).
  - b. The MDC reserves the right to examine a successful bidder's records to determine and verify compliance. The successful bidder shall grant the MDC access to business records at all reasonable times during the duration of any written agreement entered into, plus three (3) years thereafter.
  - c. If Federal, State or MDC funds support the written agreement entered into, the appropriate Federal, State or MDC authorities may also examine these records, and retention of such records shall be in accordance with applicable laws and regulations.
- 2.14 AWARD OF CONTRACT. The Contract, if awarded, will be awarded to the lowest qualified, competent and responsible bidder as determined by the MDC, subject to any choice by the MDC of alternate plans or schemes that may have been provided for in this Solicitation.
- a. Notice of the award will be mailed to the successful bidder at the address given in the bid. After such notice has been sent, additional notices regarding the Contract and the commencement or conduct of work may be sent to the Contractor, which shall have full effect, even if the formal document evidencing the Contract has not then been signed by the Contractor or the proper officer of the MDC.
  - b. Bidders must be familiar with any and all applicable federal, state and local laws, ordinances and regulations that may affect the work/material(s) in any manner. No plea of misunderstanding or ignorance of such laws will be considered as an excuse for failure to comply with requirements or basis for a waiver of requirements, and/or as rationale for additional compensation.
- 2.15 EXECUTION OF CONTRACT. The successful bidder shall execute the Contract within seven (7) days, not including Sundays or holidays, from the date of written notice from the MDC to the bidder. The successful bidder may be required to meet, at a time and place designated by the MDC, to execute the Contract, in duplicate, with official seals of the Contractor, if a corporation. In



case of the bidder's failure or neglect to sign the Contract, the MDC may determine that the bidder has abandoned the Contract; thereupon, acceptance of the bid and the award shall be null and void.

- 2.16 TIME & DELIVERY. The successful bidder shall furnish materials and/or provide services within the time stipulated in this Solicitation, and if not so stipulated, then as stated in the successful bid. The MDC shall have the right to require that all materials be delivered at the same time or may accept delivery in part from time to time within a specified period. Material shall be delivered to the MDC's place(s) of business or to such other locations designated by the MDC.
- 2.17 TAXES. Federal, State and/or Local Taxes are not to be included in prices quotes. The successful bidder will be furnished with an exemption certification if needed.
- 2.18 INDEMNIFICATION. Contractor shall at all times protect, indemnify, defend and hold harmless the MDC, any municipality included therein, the State of Connecticut, and their respective officers, agents, servants and employees on account of any and all claims, damages, losses, litigation, expenses, counsel fees and compensation arising out of injury (including death) sustained by or alleged to have been sustained by the servants, employees, or agents of the MDC, or of any municipality included therein, or the State of Connecticut, or of the Consultant, or anyone directly or indirectly employed by them, from injuries (including death) sustained by or alleged to have been sustained by the public, or by any other person or property, real or personal (including property of the MDC) to the extent caused by the negligent, willful or wanton acts or omissions of the Consultant, or anyone directly or indirectly employed by them or any of them.
- 2.19 COMPLIANCE WITH LAW. Contractor agrees to comply with all applicable federal, state and local laws, ordinances, regulations, rules and orders respecting all goods and services provided under this purchase and shall give required notices, shall procure necessary governmental licenses and inspections and shall pay without burden to the MDC all fees and charges in connection therewith. In the event of violation, Contractor shall pay all fines and penalties, including attorney's fees, appellate fees and other defense costs and expenses in connection therewith.
- 2.20 INSURANCE. Contractor shall maintain, at the Contractor's own expense, insurance to protect the MDC from claims for death, personal injury, or property damage arising from, in connection with or as a result of the performance by Contractor of any work under this purchase, including claims for product liability, and claims under Worker's Compensation Acts. A carrier authorized to do business in the State of Connecticut and having agent(s) upon who service of process may be made in the State Of Connecticut must issue the insurance.
- 2.21 WARRANTY. In addition to any express warranties which Contractor makes, Contractor warrants that all materials and services shall be: 1) of merchantable quality and 2) fit for the particular purpose for which they will be used if that purpose is reasonably known to Contractor. Contractor further warrants that the goods and services shall be free from defects in title, workmanship, and material for a period of one year from the date of acceptance.
- 2.22 ADVERTISING. Contractor shall not engage in any advertising or other publicity that mentions that relationship between the parties or the goods and services provided under the Contract, without the MDC's prior express written consent.
- 2.23 PAYMENT. The MDC will either pay each invoice or provide written notice of objection(s) to the invoice within 30 days of receipt thereof or the acceptance of goods and/or completion of all services, whichever is later.
- 2.24 WAIVER. The MDC's acceptance of different or nonconforming goods and/or services shall not be construed as a waiver of any of the MDC's rights and/or remedies under applicable law.

- 2.25 **TERMINATION.** The MDC has the right to terminate any Contract, in whole or in part, upon written notice. Upon receipt of a termination notice in accordance with the provisions below, the Contractor shall promptly discontinue all services affected, unless the notice directs otherwise. Upon such termination, the MDC, or its representative, may incorporate in the work performed under the contract all materials and equipment stored at the site or for which the MDC has paid the Contractor, but which are stored elsewhere and complete the work, as the MDC may deem expedient. Upon termination, the MDC may take over the work and may award another party a Contract to complete the work and/or furnish the materials under the Contract. To the extent that the Contractor has provided a performance bond under the provisions of the Contract, the termination procedures of the performance bond, if applicable, shall supersede these provisions.
- a. **Termination for Default.** The MDC has the right to terminate upon two (2) days written notice if Contractor fails to fulfill any obligations. The MDC shall not be liable to the Contractor for any sums regardless of whether the Contractor has incurred costs and expenses in attempting to fulfill the Contract. An equitable adjustment in the price provided for in the Contract may be made, but no amount shall be allowed for anticipated profit on unperformed services or other work, and any payment due to the Contractor at the time of termination may be adjusted to cover any additional costs to the MDC because of the Contractor's default. Further, in case of Contractor's default, the MDC may procure products/services from other sources and hold the Contractor responsible for any costs associated with Contractor's default, above the awarded Contract value. Termination will not affect any rights or remedies of the MDC against the Contractor, then existing at the termination or which may thereafter accrue. Any retention or payment of monies due the Contractor by the MDC will not release the Contractor from liability.
  - b. **Termination for Convenience.** The MDC may be terminate for convenience, provided that the Contractor is given not less than fifteen (15) days written notice of the MDC's intent to terminate and an opportunity for consultation with the MDC prior to termination.
- 2.26 **PRIORITY OF DOCUMENTS.** This Solicitation and all written portions thereof constitute the entire agreement between the MDC and the Contractor relating to the sales of the specified materials. In the event of any inconsistency, the terms and conditions of the executed Contract shall prevail. No waiver, discharge or modification of the Contract or any of its terms shall bind the MDC unless in writing and signed by the authorized representative of the MDC.
- 2.27 **GOVERNING LAW.** This Solicitation and any contract and purchase orders awarded shall be governed by and construed in accordance with the laws of the State of Connecticut.
- 2.28 **RELATIONSHIP OF PARTIES.** Nothing herein shall be construed in any manner so as to create an employer-employee, principal-agent, joint venture or partnership relationship between the MDC and the Contractor.
- 2.29 **EQUAL OPPORTUNITY.** During the performance of the Contract, the Contractor agrees that he/she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability, genetic information, or age. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, disability, genetic information, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- a. The Contractor will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability, genetic information, or age.

- b. The Contractor will comply with all provisions of the State of Connecticut's Executive Order No. Three of June 16, 1971 and the guidelines and rules of State Labor Commissioner implementing Executive Order No. Three and all amended acts thereafter.
  - c. The Contractor will furnish all information and reports required by Executive Order No. Three of the State of Connecticut of June 16, 1971 and all amended acts thereto, and by the rules, regulations, and orders of the Labor Commissioner, or pursuant thereto, and will permit access to his/her books, records and accounts by the Labor Commissioner for purposes of investigation to ascertain compliance with such rules, regulations and orders.
  - d. In the event of the Contractor's noncompliance with the Equal Opportunity section or with any of the applicable rules, regulations or orders, the Contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further MDC Contracts in accordance with procedures authorized in Executive Order No. Three of the State of Connecticut of June 16, 1971 and the guidelines and rules of State Labor Commissioner implementing Executive Order No. Three and all amendments thereto. Other sanctions may be imposed and remedies invoked, as otherwise provided by law.
  - e. The Contractor shall include the provisions of this section and paragraphs (a) through (e) in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or supplier. The Contractor shall take action with respect to any subcontract or purchase order as the MDC may direct as a means of enforcing these provisions, including sanctions for noncompliance. In the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of this requirement by the MDC, the Contractor may request the United States or the State of Connecticut to take action and/or enter into litigation to protect the interests of the MDC, the State of Connecticut, and the United States.
- 2.30 CONTRACT TERM. Any written agreement entered into between the MDC and the successful bidder pursuant to this Solicitation will cover an initial period of three (3) years, subject to annual budget appropriations by the MDC and the Contractor's performance. After three year(s), the MDC shall have the option to extend for two (2) additional one (1) year periods, with such option periods to be exercised at the MDC's sole discretion. Any contract extensions shall be under the same terms and conditions, unless otherwise reduced into writing.
- 2.31 PRICE ESCALATION. Pricing shall remain firm during the initial period of three (3) years based on Contractor's successful bid. No price increases will be accepted unless agreed to and granted by the MDC in writing. No price increase shall be granted during the first twelve (12) months of any contract awarded herein, and if applicable, during the first six (6) months of any contract extension period. In the event that Contractor requests a price increase, Contractor must submit the request in writing, specifying the sum of the increase and providing documentation to justify the need for the increase. The MDC will review the Contractor's written request with the documentation to determine whether an increase will be granted. Contractor understands and agrees that the MDC's decision shall be final and without recourse. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current contract value.

**PART III  
PRODUCT SPECIFICATIONS**

- 3.01 SCOPE. It is the intent of the MDC to obtain formal bids for emergency generators. The emergency generators will be used at various MDC facilities on an emergency and as needed basis.
- 3.02 CLASSIFICATION. The contract resulting from this solicitation will provide for the delivery and pick-up of emergency generators with all associated materials and labor required for the MDC's emergency use, on an as needed basis, at various MDC facilities.
- 3.03 APPLICABLE PUBLICATIONS AND STANDARDS. All Items provided as a result of this solicitation shall meet or exceed all applicable Local, State, Federal safety guidelines and standards.
- 3.04 BIDDER REQUIREMENTS. The MDC will use requirements in this section to determine if each bidder meets the minimum standards to be considered a responsible bidder.
- 3.04.1 PRICING. Bidders are to bid firm or fixed prices, FOB Destination, freight prepaid (successful bidder will bear all freight costs).
- 3.04.2 QUALITY. All equipment **must** meet the specifications in Section 3.05 and at a minimum, must include the following features:
- a. Sizes: As specified in Section 3.05.
  - b. Voltage: As specified in Section 3.05
  - c. Hertz: 60
  - d. Phase: 3
  - e. Trailer Mounted: Mandatory
  - f. Sound Attenuated: Mandatory
  - g. Fuel Type: Diesel
  - h. Fuel Capacity: 24-Hour
- 3.04.3 DELIVERY/PICK-UP. As the equipment will be required on an emergency and as needed basis, all generators **must** be delivered to the MDC within a 60-minute timeframe. Successful bidder **must** also pick-up the equipment, within 48-hours, upon notice from authorized MDC personnel.
- 3.04.4 REFERENCES & EXPERIENCE REQUIRED. Documentation of experience **must** include (at a minimum) information meeting the following criteria.
- a. **Manufacturer Relationship.** Bidders must provide a written history of their relationship with manufacturer(s) that will potentially be providing equipment, including but not limited to:
    - (1) Length of relationship;
    - (2) Level of relationship;
    - (3) A brief history of the relationship.
  - b. **References.** Bidders must complete Appendix "A" and attach any supplemental pages as may be necessary to meet these requirements. Bidders must provide documentation of relationships with customers that have purchased equipment equivalent to the equipment specified in this solicitation. Bidders must furnish at least three (3) references from customers that the bidder currently supports that are similar in scope, complexity and cost to the requirements of this specification. Contact information for references must include the company name, mailing address,

company telephone number, point of contact name, point of contact email address, point of contact phone number (if applicable), and equipment service dates.

3.05 ITEM DESCRIPTIONS & QUANTITIES.

3.05.1 Ten (10) 45Kw, 230 Volt, Generators

3.05.2 Ten (10) 100Kw, 230 Volt, Generators

3.05.2 Six (10) 150Kw, 480 Volt, Generators

3.05.3 Four (4) 400Kw , 480 Volt, Generators

3.06 INSPECTION. All parts will be thoroughly, physically inspected upon delivery by an authorized representative of the MDC for verification of conformance to the specifications. Any damaged, defective, or substandard item shall be promptly removed by the successful bidder, and replaced at no cost to the MDC. The successful bidder shall be responsible for all shipping costs.

3.07 DELIVERY/PICK-UP LOCATIONS. The equipment must be delivered within 60-minutes upon request by the MDC, with supplier bearing all freight costs, to the loading dock at the location noted below:

The Metropolitan District  
ATTN: Central Equipment Maintenance  
50 Murphy Road  
Hartford, CT 06114-2103

Successful bidder must arrange for the return pick-up of the equipment, with supplier bearing return freight costs, within 48-hours, upon notice from authorized MDC personnel.

3.10 PACKAGING. All items must be packaged in the minimum standard packing material designed to protect against damage during transport of equipment.

3.11 INVOICING. Each invoice must show the MDC contract number, a brief description indentifying each item, the unit price, and the total amount. All supplier invoices should be mailed to the following address to ensure proper payment:

The Metropolitan District  
ATTN: Accounts Payable Department  
Contract No. 2012-49  
555 Main Street, P.O. Box 150466  
Hartford, CT 06115-0466

3.12 CORRESPONDENCES. All correspondences regarding this solicitation and the contract resulting from this solicitation must show the MDC contract number and should be sent to:

The Metropolitan District  
ATTN: Procurement Department  
Contract No. 2012-49  
555 Main Street, P.O. Box 800  
Hartford, CT 06142-0800

3.13 WARRANTY. The equipment specified herein shall be covered by the manufacturer's warranty at no additional charge. Bidders shall state warranty on the Bid Proposal (Part IV of this solicitation) in the space provided and submit copies of warranties with the Bid Proposal.

**PART IV  
BID PROPOSAL & SCHEDULE OF PRICES**

TO: The Metropolitan District  
Hartford, Connecticut

4.01 THE UNDERSIGNED HEREBY DECLARES that:

- a. No person or persons other than those named herein are interested in this Bid or in the Contract proposed to be taken; that it is made without any connection with any other person or persons making any bid for the same work, and is in all respects fair and without collusion or fraud; that no person acting for or employed by The Metropolitan District is now or will hereafter be directly or indirectly interested therein, or in any portion of the profits thereof in any manner which is unethical or contrary to law;
- b. He/she has read the Information for Bidders attached hereto, and has in his/her possession and is familiar with the form of Contract, the Contract Drawings, the Specifications, that no representation of warranty has been made by The Metropolitan District or its representative that the estimated quantities used for the comparison of bids will even approximate the actual quantities of materials which the Contractor may furnish;
- c. In the event that a Contract, as contemplated by this Bid; is awarded to him/her, he/she will enter into a written contract with The Metropolitan District, and that he/she will, by such contract, agree to furnish all products and/or materials required, within the time stipulated by The Metropolitan District or as stated by the bidder, will perform all services and will assume all liabilities and obligations connected therewith, all in accordance with the Solicitation, which is made a part hereof, and will accept in full payment therefore the following sums, to wit:

4.02 SCHEDULE OF PRICES  
 4.02.1 YEAR 1 – EMERGENCY GENERATORS

<b>THE BIDDER MUST FILL IN UNIT PRICES. The Bidder should also carry out all extensions and fill in COMPUTED TOTALS.</b> (In case of error or discrepancies, UNIT PRICES govern, and written words take precedence over figures.)	<b>UNIT PRICE</b>	<b>ESTIMATED QUANTITIES</b>	<b>COMPUTED TOTALS</b>
NOTE: PRICES, INCLUDING ALL TRANSPORTATION (DELIVERY/PICK-UP) CHARGES PREPAID BY THE SUPPLIER, FILLED IN BY THE BIDDER SHALL BE NET PRICES AFTER THE DEDUCTION OF ANY DISCOUNTS.			
<u>ITEM 1</u> – Year 1 – 45Kw Generator, as described in Part III, Product Specifications.  _____ dollar and _____ cents	\$ _____	Ten (10) Units	\$ _____
<u>ITEM 2</u> – Year 1 – 100Kw Generator, as described in Part III, Product Specifications.  _____ dollar and _____ cents	\$ _____	Ten (10) Units	\$ _____
<u>ITEM 3</u> – Year 1 – 150Kw Generator, as described in Part III, Product Specifications.  _____ dollar and _____ cents	\$ _____	Six (6) Units	\$ _____
<u>ITEM 4</u> – Year 1 – 400Kw Generator, as described in Part III, Product Specifications.  _____ dollar and _____ cents	\$ _____	Four (4) Units	\$ _____
<b>TOTAL FOR YEAR 1</b>			\$ _____

**4.02.2 YEAR 2 – EMERGENCY GENERATORS**

<b>THE BIDDER MUST FILL IN UNIT PRICES. The Bidder should also carry out all extensions and fill in COMPUTED TOTALS.</b> (In case of error or discrepancies, UNIT PRICES govern, and written words take precedence over figures.)	<b>UNIT PRICE</b>	<b>ESTIMATED QUANTITIES</b>	<b>COMPUTED TOTALS</b>
NOTE: PRICES, INCLUDING ALL TRANSPORTATION (DELIVERY/PICK-UP) CHARGES PREPAID BY THE SUPPLIER, FILLED IN BY THE BIDDER SHALL BE NET PRICES AFTER THE DEDUCTION OF ANY DISCOUNTS.			
<u>ITEM 1</u> – Year 2 – 45Kw Generator, as described in Part III, Product Specifications.  _____ dollar and _____ cents	\$ _____	Ten (10) Units	\$ _____
<u>ITEM 2</u> – Year 2 – 100Kw Generator, as described in Part III, Product Specifications.  _____ dollar and _____ cents	\$ _____	Ten (10) Units	\$ _____
<u>ITEM 3</u> – Year 2 – 150Kw Generator, as described in Part III, Product Specifications.  _____ dollar and _____ cents	\$ _____	Six (6) Units	\$ _____
<u>ITEM 4</u> – Year 2 – 400Kw Generator, as described in Part III, Product Specifications.  _____ dollar and _____ cents	\$ _____	Four (4) Units	\$ _____
<b>TOTAL FOR YEAR 2</b>			\$ _____



**4.02.3 YEAR 3 – EMERGENCY GENERATORS**

<b>THE BIDDER MUST FILL IN UNIT PRICES. The Bidder should also carry out all extensions and fill in COMPUTED TOTALS.</b> (In case of error or discrepancies, UNIT PRICES govern, and written words take precedence over figures.)	<b>UNIT PRICE</b>	<b>ESTIMATED QUANTITIES</b>	<b>COMPUTED TOTALS</b>
NOTE: PRICES, INCLUDING ALL TRANSPORTATION (DELIVERY/PICK-UP) CHARGES PREPAID BY THE SUPPLIER, FILLED IN BY THE BIDDER SHALL BE NET PRICES AFTER THE DEDUCTION OF ANY DISCOUNTS.			
<u>ITEM 1</u> – Year 3 – 45Kw Generator, as described in Part III, Product Specifications.  _____ dollar and _____ cents	\$ _____	Ten (10) Units	\$ _____
<u>ITEM 2</u> – Year 3 – 100Kw Generator, as described in Part III, Product Specifications.  _____ dollar and _____ cents	\$ _____	Ten (10) Units	\$ _____
<u>ITEM 3</u> – Year 3 – 150Kw Generator, as described in Part III, Product Specifications.  _____ dollar and _____ cents	\$ _____	Six (6) Units	\$ _____
<u>ITEM 4</u> – Year 3 – 400Kw Generator, as described in Part III, Product Specifications.  _____ dollar and _____ cents	\$ _____	Four (4) Units	\$ _____
<b>TOTAL FOR YEAR 3</b>			\$ _____

4.03 THE UNDERSIGNED FURTHER DECLARES that the signer of this Bid is:

(a) An INDIVIDUAL doing business as \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(b) A PARTNERSHIP doing business as \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(c) A CORPORATION entitled \_\_\_\_\_

organized under the laws of the State of \_\_\_\_\_ and having its

principal offices at \_\_\_\_\_

The names of all partners of a partnership or the principal officers of a corporation must be submitted upon request.

**MAILING ADDRESS OF BIDDER**

\_\_\_\_\_  
(STREET)

\_\_\_\_\_  
(STATE) (ZIP CODE)

**TELEPHONE NUMBER**

\_\_\_\_\_

**SIGNATURE OF BIDDER**

**BY** \_\_\_\_\_  
(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

\_\_\_\_\_  
(PRINT TITLE)

**DATE SIGNED**

\_\_\_\_\_

\_\_\_\_\_  
(PRINT NAME OF INDIVIDUAL, PARTNERSHIP OR CORPORATIONS)

**PART V**  
**STANDARD MATERIALS CONTRACT**

THE METROPOLITAN DISTRICT

**CONTRACT NUMBER 2012-49**

**EMERGENCY GENERATORS**

**AGREEMENT**

5.01 This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, by and between THE METROPOLITAN DISTRICT (MDC), a municipal corporation having the territorial limits in the County of Hartford and the State of Connecticut, and \_\_\_\_\_ (CONTRACTOR),

**WITNESSETH**

5.02 That the MDC and the Contractor, each in consideration of the undertaking promises and agreements on the part of the other, have, by reason of a Bid made by Contractor on \_\_\_\_\_, and an award of Contract made by the MDC on \_\_\_\_\_, promise and agree, the MDC for itself and its successors and assigns and the Contractor for \_\_\_\_\_ and \_\_\_\_\_ heirs, executors and administrators, and successors do hereby agree, promise and undertake as follows:

5.03 OBLIGATIONS OF CONTRACTOR. The Contractor shall, at his/her own proper cost, charge and expense, furnish all materials required by this Contract, with appurtenances of every kind complete in the manner and within the time stipulated by the MDC, but if not so stipulated, then as stated by the Bid submitted by Contractor. All materials to be furnished under this Contract shall be furnished and completed pursuant to, and strictly in conformance with the Solicitation Package, which are made a part hereof as it fully set forth herein.

5.04 ASSIGNMENT. The Contractor shall not assign, transfer, convey or otherwise dispose of or part with the control of this Contract or any part thereof without the previous consent, in writing, of the MDC. He/she shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under this Contract unless by and with the like consent in writing. Any such attempted assignment shall, at the option of the MDC, forthwith work an avoidance of this Contract, or may be treated by the MDC as null and void.

5.05 LIABILITY AND INDEMNITY. The Contractor shall assume the defense of and indemnify and save harmless the MDC and its officers and agents from all claims for payment of labor used on and materials furnished for the work, including taxes applicable thereto, and from all claims against the MDC for alleged infringement of patents by or by reason of any method of fabrication used in the work or the use of any appliance, process or apparatus or material which may be furnished under this Contract

5.06 AVOIDANCE OR ABANDONMENT. If this Contract, or any part thereof, shall be assigned without the previous written consent of the MDC, or if the MDC is of the opinion that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof is unnecessarily or unreasonably delayed, or that the Contractor has willfully violated or is willfully violating any of the provisions of this Contract or the Specifications, the MDC may notify the Contractor to discontinue all work or any part thereof under this Contract, by a written notice to be served upon the Contractor, and thereupon the Contractor shall discontinue such work, or such part thereof as the MDC may designate, and the MDC may thereupon, by Contract or otherwise as it may determine, take such steps as the MDC may deem necessary to continue and complete the work, or such part thereof, and charge the entire expense of such completion of the work, or part thereof, to the Contractor.

All expenses charged under this article shall be deducted and paid by the MDC out of any moneys then due or to become due the Contractor under this Contract, or any part thereof, as if the same had been completed by him; and in such accounting the MDC shall not be held to obtain the lowest figures for the work of completing the Contract, or any part thereof, or for insuring its proper completion, but all sums actually paid therefore shall be charged to the Contractor. In case the expenses so charged shall exceed the unpaid balance of the sum which would have been payable under this Contract, if the same had been completed by the Contractor, the Contractor shall pay the amount of the excess to the MDC.

When any particular part of the work is being carried on by the MDC, by contract or otherwise, under the provisions of this article of the Contract, the Contractor shall continue the remainder of the work in conformity with the terms of this Contract. Neither notice to the Contractor to discontinue work on any part of the Contract, nor the discontinuance thereof by the Contractor, shall in any way diminish the liability of the Contractor to indemnify and save harmless the MDC, as provided hereinbefore, unless and until the MDC shall have contracted with other parties to complete the work or part thereof and then only with respect to such work or parts thereof as the MDC may have so contracted.

5.07 DEFECTIVE WORK. The inspection of the materials shall not relieve the Contractor of any of obligations to fulfill this Contract as prescribed herein, and defective materials may be rejected notwithstanding that such defects in materials may have been previously overlooked by the MDC and such materials accepted or estimated for payment.

If the materials, or any part thereof, shall be found defective at any time before the final acceptance of the whole work, the Contractor forthwith shall make good such defect in a manner satisfactory to the MDC, and if any delivered materials shall be condemned by the MDC as not in conformity with the Specifications, the materials shall be shipped back to the Contractor at his expense. If the Contractor shall fail to replace any defective materials after reasonable notice, the MDC may cause such defective materials to be replaced and the expense thereof shall be deducted from the amount to be paid the Contractor.

In case the nature of the defects is such that it is not expedient to have them corrected, or if there have been omissions in the work, the Contractor shall pay the MDC, and the MDC shall have the right to deduct from the amount due the Contractor on the final settlement of the accounts, such sums of money as the MDC considers a proper equivalent for the difference between the value of the materials specified and that furnished, or a proper equivalent for the damage.

- 5.08 TIME. The Contractor agrees that he will prosecute the work diligently and in accordance with any progress schedules which may be required in the Specifications and will complete all work within the time stipulated on the title page of or elsewhere in the Information For Bidders, or as stated by the bidder in the Bid.
- 5.09 QUANTITIES. The quantities named in the Bid for the various items of materials to be furnished under this Contract are given only for the purpose of comparing, on a uniform basis, the bids offered for the materials under this Contract; and the MDC is not to be held responsible if it is found that any or all of the said estimated quantities are not even approximately correct. The Contractor shall have no claim for anticipated profits or for loss of profits, or for increase in prices bid because of a difference between the quantities of the various items of materials actually delivered and the estimated quantities stated in the Bid.
- 5.10 PRICES. The MDC shall pay, and the Contractor shall receive, as full compensation for materials furnished by the Contractor under this Contract, including all work required but not included in the items hereinafter mentioned, and also for all loss or damage arising out of the nature of the work aforesaid, or from any unforeseen difficulty encountered in the prosecution of the work, and for all risk of every description connected with the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work as herein specified, and for assuming all duties and liabilities required herein, and for well and faithfully completing the work, and the whole thereof, as provided in this Contract, the sum or sums named in the Bid for furnishing materials, referred to hereinbefore and made a part hereof, but subject to such retainages or deductions as may be provided for herein, and in accordance with, but not limited by, any interpretative clauses or specific lists of inclusions or exclusions which may appear in the Specifications attached hereto or shown on the Contract Drawings, if any.
- 5.11 RETAINAGES. The MDC may, at its discretion, withhold any monies which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefore, to the payment of any expenses, losses or damages incurred by the MDC and determined as herein provided, and may retain until all claims are settled so much of such moneys as the MDC shall be of opinion will be required to settle all claims against the MDC and its officers and agents arising due to this Contract and included in the duties and liabilities assumed hereunder by the Contractor, and all claims for labor on the work, and also all claims for materials used in the work, or the MDC may make such settlements and apply thereto any moneys retained under this Contract. If the moneys retained under this Contract are insufficient to pay the sums found by the MDC to be due under the claims for labor and materials, the MDC may, at its discretion, pay the same and the Contractor or his surety shall repay to the MDC all sums as paid out.

- 5.12 WAIVER. Neither the inspection of the MDC or its employees, nor any order, measurement, nor any order by the MDC for the payment of money, nor any payment for nor acceptance of the whole or any part of the work by the MDC, nor any extension of time, nor any possession taken by the MDC or its employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the MDC, or any right to damages herein provided, nor shall any waiver of any breach of this Contract be held to be a waiver of any other or subsequent breach.

Any remedy provided in this Contract shall be taken and construed as cumulative, that is, in addition to each and every other remedy herein provided.

- 5.13 TERMINATION. This Agreement may be terminated in whole or in part in writing by the MDC upon two (2) days written notice in the event of failure by the Contractor to fulfill its obligations under this Agreement through no fault of the MDC.

If termination for default is effected by the MDC, an equitable adjustment in the price provided for in this Agreement shall be made, but no amount shall be allowed for anticipated profit on undelivered materials/unperformed services or other work and any payment due to the Contractor at the time of termination may be adjusted to cover any additional costs to the MDC because of the Contractor's default. The termination will not affect any rights or remedies of the MDC against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the MDC will not release the Contractor from liability.

This Agreement may be terminated in whole or in part in writing by the MDC for its convenience, provided that the Contractor is given not less than fifteen (15) days written notice of intent to terminate and an opportunity for consultation with the terminating party prior to termination.

Upon receipt of a termination action, the Contractor shall promptly discontinue all services affected, unless the notice directs otherwise. Upon such termination, the MDC, or its representative, may incorporate into the work performed by Contractor under this Contract, all materials and equipment stored at the site or for which the MDC has paid the Contractor but which are stored elsewhere and complete the Work as the MDC may deem expedient.

Upon termination, the MDC may take over the work, and may award another party a Contract to complete the work under this Contract.

To the extent that the Contractor has provided a performance bond under the provisions of the Contract, the termination procedures of the performance bond, if applicable, shall supersede these provisions.

IN WITNESS WHEREOF, the Parties have hereunder set their hands and seals and have executed this agreement in duplicate the day and year first above written, one copy to remain with the MDC, and the other to be delivered to the Contractor.

**THE METROPOLITAN DISTRICT**

By \_\_\_\_\_  
Chief Executive Officer  
without personal liability

\_\_\_\_\_

By \_\_\_\_\_  
Contractor

Its \_\_\_\_\_

**APPENDIX A**

**AFFIDAVIT OF NON-COLLUSION AND  
INDEPENDENT PRICE DETERMINATION**

STATE OF \_\_\_\_\_

ss. at \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This Affidavit is made to The Metropolitan District (MDC) by the undersigned (BIDDER) in connection with the Bid submitted by BIDDER (BID) in response to the MDC’s competitive bid solicitation process.

\_\_\_\_\_ hereby certifies and declares:

1. THAT all representations made by BIDDER and contained in the BID are true, accurate and complete;
2. THAT neither BIDDER nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest has (a) in any way colluded, conspired, connived, or agreed directly or indirectly with any other bidder, firm or person to submit, or to refrain from submitting, a competing bid in connection with this bid submission, or (b) in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other bidder, firm or person to fix the price or prices in the BID or any bid of any other bidder or to fix any overhead, profit or cost element of said BID or another bid or bidder, or (c) sought in any way to secure through collusion, conspiracy, connivance, agreement, or any advantage against the MDC or any person interested in the proposed Contract;
3. THAT the Bid has been determined independently by BIDDER, its team members or representatives, without consultation, communication or agreement for the purpose of restricting competition, and is not tainted by any collusion or conspiracy by any parties, including BIDDER;
4. THAT the BID has not been disclosed by BIDDER to any other bidder, potential bidder and will not be disclosed by BIDDER, prior to bid opening, directly or indirectly, to any other bidder or potential bidder;



5. THAT no person acting for or employed by the MDC is now or will hereafter be directly or indirectly interested therein or in any portion of the profits thereof in any manner which is contrary to laws or is unethical, and that no person acting for or employed by the MDC is now or will hereafter benefit financially directly or indirectly from the award of the proposed Contract or in the participation in the bidding process;
6. THAT BIDDER has submitted only the BID and has not directly or indirectly used a related company, agent, employee, officer, partner, representative or nominee to submit any other bid;

The undersigned, who is responsible for determining the prices being offered in the BID, has read the foregoing and the same is true and correct to the best of his/her knowledge, information and belief.

IN WITNESS WHEREOF, the undersigned has executed this Affidavit as of this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

BIDDER:

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Title of Authorized Signatory

Subscribed and sworn to before me,  
The undersigned, this \_\_\_\_\_ day of \_\_\_\_\_, 2012

\_\_\_\_\_  
Commissioner of the Super Court  
Notary Public  
My Commission Expires \_\_\_\_\_

Notice Concerning Legal Action

Any person who knowingly makes a false statement or otherwise executes a document that he or she knows to be false, with the intent to mislead a municipality is in violation of Connecticut General Statute 53a-157b, Making a False Statement, and shall be subject to penalty.

**APPENDIX B**

**FAIR EMPLOYMENT PRACTICES QUALIFICATION FORM**

(Page 1 of 2)

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

**THE METROPOLITAN DISTRICT**

Hartford County, Connecticut

Bidders that have 10 or more employees must complete the Fair Employment Practices Qualification Form. Bidders with less than 10 employees must complete Sections A & C only.

**FAILURE TO COMPLETE AND RETURN THIS FORM MAY BE SUFFICIENT CAUSE FOR REJECTION OF YOUR BID OR CANCELLATION OF PURCHASES.**

This information will be evaluated by The Metropolitan District (MDC) to determine whether or not your firm is to be retained on the MDC's Bidding and Contractors List.

---

**SECTION A: All bidders must complete this section.**

---

Name of Firm: \_\_\_\_\_ No. of Employees: \_\_\_\_\_

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

Authorized Spokesperson for Firm: \_\_\_\_\_ Title: \_\_\_\_\_

Nature of Business: \_\_\_\_\_

---

**SECTION B: Bidders that have 10 or more employees must complete this section.**

---

The employer will indicate his willingness or unwillingness to participate in the following affirmative action employment practices by circling the proper key letter after each question:

- (A) This is now the practice of the Company.
- (B) The Company will adopt this affirmative action.
- (C) The Company cannot or will not adopt this affirmative action.  
(If 'C' is circled, reason must be stated.)

It is understood that the Company's willingness to participate in affirmative action employment practices will be evaluated by the MDC and that this evaluation may directly influence supplier qualification.

1. The Company will adopt a policy of non-discrimination on the basis of race, color, creed, mental or physical disability, age, sex, national origin or ancestry.

A  B  C  Reason:

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**CERTIFICATE OF INSURANCE -THE METROPOLITAN DISTRICT** FORM

ISSUE DATE (MM/DD/YY)

INS390

INSURED	THIS IS TO CERTIFY THAT THE POLICIES LISTED BELOW HAVE BEEN ISSUED, SUBJECT TO APPLICABLE TERMS, CONDITIONS AND EXCLUSIONS. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES INDICATED BELOW.	
	<b>COMPANIES AFFORDING COVERAGE</b>	
	LETTER	<b>A</b>
	LETTER	<b>B</b>
PRODUCER COMPANY	LETTER	<b>C</b>

<b>MINIMUM INSURANCE REQUIREMENTS</b> BODILY INJURY AND PROPERTY DAMAGE \$1,000,000 EACH OCCURRENCE \$1,000,000 AGGREGATE	(NOTE: CERTAIN PROJECTS, CONTRACTS OR AGREEMENTS MAY REQUIRE HIGHER OR LOWER LIMITS AND/OR REQUIRE SPECIFIC ADDITIONAL INSURANCE COVERAGES. SEE PROJECT, CONTRACT OR AGREEMENT FOR ADDITIONAL INFORMATION.)
--	---

**COVERAGES**

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFF. DATE (MM/DD/YY)	EXP. DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
	<b>GENERAL LIABILITY</b>  <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. <input type="checkbox"/> PER PROJECT AGG. LIMIT END. <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> THE METROPOLITAN DISTRICT AND THE STATE OF CONN. ADDED AS ADDITIONAL INSURED				EACH OCCURRENCE	\$
					GENERAL AGGREGATE	\$
					PRODUCTS COMP/OPS AGGREGATE	\$
					SELF-INSURED RETENTION	\$
	<b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT	\$
					BODILY INJURY (Per Person)	\$
					BODILY INJURY (Per Accident)	\$
					PROPERTY DAMAGE	\$
					SELF-INSURED RETENTION	\$
	<b>EXCESS/UMBRELLA LIABILITY</b>				EACH OCCURR. \$	AGGREGATE \$
	<b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b>				STATUTORY	
					\$	(EACH ACCIDENT)
					\$	(DISEASE-POLICY LIMIT)
					\$	(DISEASE-EACH EMPLOYEE)
	<b>PROTECTIVE LIABILITY</b> (IN THE NAME OF THE METROPOLITAN DISTRICT) POLICY MUST BE SUBMITTED.				BODILY INJURY & PROPERTY DAMAGE	
					EACH OCCURRENCE:	
					AGGREGATE:	
	<b>OTHER</b>					

**DESCRIPTION OF OPERATIONS**

<b>CERTIFICATE HOLDER</b> THE METROPOLITAN DISTRICT 555 MAIN STREET-PO BOX 800 HARTFORD, CT 06142-0800	IT IS AGREED THAT 30 DAYS' NOTICE OF CANCELLATION OR RESTRICTIVE AMENDMENT OF SAID POLICIES SHALL BE MAILED TO THE METROPOLITAN DISTRICT, AND IT IS FURTHER AGREED THAT ALL EARNED PREMIUM CHARGES FOR THE PROTECTIVE LIABILITY AND OTHER POLICIES WILL BE BILLED TO THE ABOVE NAMED PERSON OR FIRM. AUTHORIZED REPRESENTATIVE
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**APPENDIX D**

Bond Number: <hr style="border: 1px solid gray;"/>	<b>The Metropolitan District</b> Hartford County, Connecticut  <b>BID BOND</b>	Name of Contractor: <hr style="border: 1px solid gray;"/> Solicitation Number: <hr style="border: 1px solid gray;"/>
---	---	---

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_, of \_\_\_\_\_ State of \_\_\_\_\_ (Principal), as Principal and \_\_\_\_\_, a \_\_\_\_\_ duly established under the laws of the State of \_\_\_\_\_ and duly authorized to transact a surety business in the State of Connecticut (Surety) as Surety, are firmly bound and held unto The Metropolitan District (MDC) in the sum of: \_\_\_\_\_ for the payment whereof, Principal binds itself, its successors and assigns, its heirs, executors, administrator and assigns and Surety binds itself, its successors and assigns, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, WHEREAS Principal intends to enter into a written Contract with the MDC which, together with Principal's bid dated \_\_\_\_\_, 2012, solicitation documents, plans and specifications, is hereby referred to, incorporated in, and made a part of this bond as though fully set forth herein.

NOW, THEREFORE, if Principal does not withdraw the bid proposal before the time period specified in the solicitation of same, and if no other time period is specified, the bid proposal shall remain in effect for **one hundred twenty (120) working days** (excluding Saturdays, Sundays and legal holidays) after the bid opening, and if the contract is awarded to the Principal, the Principal if no other period be specified, within **ten (10) days** after the fully executed Contract is presented to him/her give both bond with good and sufficient surety or sureties, as may be required, for the faithful performance, payment and proper fulfillment of the Contract and insurance certificates as may be required by such Contract; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, the Principal shall pay the MDC the difference between the amount specified in said bid and the amount for which the MDC may procure the required work or supplies or both, if the latter amount be in excess of the former; or if said bid shall be rejected by the MDC, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN WITNESS WHEREOF, signed, sealed and executed at \_\_\_\_\_, this day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Principal

IN WITNESS WHEREOF, signed, sealed and executed at \_\_\_\_\_, this day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Surety

Signed and sealed in the presence of:

\_\_\_\_\_ to Principal  
\_\_\_\_\_ to Principal  
\_\_\_\_\_ to Surety  
\_\_\_\_\_ to Surety

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

All addenda related to the solicitation issued by The Metropolitan District (MDC) must be attached to and made part of the Contract.

Where addenda are issued prior to bidding on the solicitation, all such addenda shall be attached and submitted with the bid proposal as confirmation and acknowledgment of receipt.

**Failure to submit addenda acknowledgment and confirmation along with the bid proposal may cause the bid to be considered non-responsive and thereby rejected.**

The MDC assumes no responsibility nor shall it or its representatives be held liable for failure of bidder to submit addenda as required. The requirement to submit this Acknowledgment of Receipt with the bid proposal shall in no manner invalidate any and all rights which the MDC may have under the Contract and by law.

Addendum Number \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum Number \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum Number \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum Number \_\_\_\_\_ Date Received \_\_\_\_\_



**THE METROPOLITAN DISTRICT**

**Solicitation Number 2012-49**

**NO BID PROPOSAL QUESTIONNAIRE FORM**

**NOTE: PLEASE COMPLETE AND RETURN THIS FORM  
ONLY IF YOU DO NOT WISH TO SUBMIT A BID PROPOSAL**

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If you do not wish to submit a bid for this contract, we are interested in knowing why. Please complete the requested information and submit by USPS mail to: The Metropolitan District, Attn: Procurement Department, 555 Main Street, P.O. Box 800, Hartford, CT 06142-0800. If you would rather FAX your response, the FAX number is (860) 560-4030. If you have any questions, please call the Manager of Procurement at (860) 278-7850, Ext. 3349.

**“NO BID PROPOSAL” QUESTIONNAIRE**  
(Please complete all items that apply.)

We do not sell the products and/or services in the request for qualification/proposal/contracts, but we want to stay on the MDC’s Bidder List. Please send necessary information so that products and services that we do provide can be updated on the MDC’s Bidder List.

We have reviewed the bid/proposal package requirement and we are not interested in submitting a formal bid/proposal because:

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Other reasons/comments:

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\_\_\_\_\_  
(Business Name)

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

\_\_\_\_\_  
(Street Address/P.O. Box)

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

\_\_\_\_\_  
(City, State, Zip Code)

Solicitation Number: \_\_\_\_\_