



**SPECIFICATIONS
AND
BID DOCUMENTS
FOR
SUPPLY AND DELIVERY OF WASTEWATER TREATMENT CHEMICALS**

**TOWN OF CHESHIRE
ITB # 2223-35**

**DEPARTMENT OF PUBLIC WORKS
84 SOUTH MAIN STREET CHESHIRE, CT 06410**

**BID DATE: May 2, 2023
DUE DATE: June 1, 2023 @ 11:00 AM**

LEGAL NOTICE
TOWN OF CHESHIRE, CONNECTICUT
Bid #2223-35
INVITATION TO BID FOR THE SUPPLY AND DELIVERY OF WASTEWATER TREATMENT CHEMICALS
May 2, 2023

The Town of Cheshire will receive sealed bids for the supply and delivery of wastewater treatment chemicals until **June 1, 2023, 11:00 AM** local time. At that time bids will be opened and read aloud.

The documents comprising the Invitation to Bid may be obtained on the Town's website, www.cheshirect.org under "Business" and "Bids and RFPs."

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.



**TOWN OF CHESHIRE, CONNECTICUT
84 SOUTH MAIN STREET, CHESHIRE, CT**

INVITATION TO BID

BID NUMBER: #2223-35
ISSUED: May 2, 2023
DATE OF BID OPENING: June 1, 2023
TIME OF BID OPENING: 11:00 AM local time
LOCATION OF BID OPENING: Cheshire Town (Room 207/209)
**DESCRIPTION: SUPPLY AND DELIVERY OF WASTEWATER TREATMENT
CHEMICALS FOR THE PERIOD JULY 1, 2023 TO JUNE 30, 2024**

The Public Works Department of the Town of Cheshire (the "Town") is seeking sealed bids for the supply and delivery of chemicals for the Cheshire Water Pollution Control Treatment Plant, 1325 Cheshire Street, Cheshire, Connecticut, as more specifically described in the Specifications that are a part of this Invitation to Bid.

One (1) original and one (1) copy of sealed bids must be received at the Cheshire Town Hall, 84 South Main Street, Cheshire, CT 06410 (**Room 213**) by the date and time noted above. 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 "Business" and "Bids & RFPs." **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 Invitation to Bid as modified by the addenda.**

Bids must be held firm and cannot be withdrawn for thirty (30) calendar days after the opening date.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" or "Invitation") includes:

1. Standard Instructions and Terms
2. Specifications
3. Insurance Requirements
4. Bid Form
5. Bidder's Certification Form Concerning Equal Employment Opportunities and/or Affirmative Action Policy
6. Bidder's Non Collusion Affidavit
7. Statement of References
8. Legal Status Disclosure Form
9. Contract for the Supply and Delivery of Chemicals ("Contract")

**TOWN OF CHESHIRE, CONNECTICUT
SUPPLY AND DELIVERY OF WASTEWATER TREATMENT CHEMICALS: BID #2223-35**

STANDARD INSTRUCTIONS AND TERMS

1. INTRODUCTION

The Town of Cheshire (the "Town") seeks sealed bids for the supply and delivery of chemicals or the Town's Water Pollution Control Division, 1325 Cheshire Street, as more specifically described in the Specifications that are a part of this ITB. 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 4 below. A bidder's failure to comply with this requirement may result in disqualification.**

2. RIGHT TO AMEND OR TERMINATE THE ITB

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 "Business" / "Bids and RFPs." **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.**

3. 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 one (1) copy 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. Each bid must be submitted on the prescribed form and all blank spaces for bid prices must be

completed in ink or be typewritten and state the price in both words and figures. Bid prices shall include all labor, materials and equipment necessary to complete the work in accordance with this ITB. 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 thirty (30) calendar 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.

4. QUESTIONS AND AMENDMENTS

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

Name: Marek Kement
Department: Public Works & Engineering
E-mail: Mkement@cheshirect.org

Questions concerning this ITB's Specifications are to be submitted in writing only (including by email or fax) and directed **only to:**

Name: John Cronin, Acting Superintendent
Department: Water Pollution Control Division
E-mail: Jcronin@cheshirect.org
Fax: 203-272-9105

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 proposer no later than seven (7) business days before the proposal opening date. Questions received after the foregoing deadline will not be answered. That representative will confirm receipt of a proposer'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 RFP and the resulting Contract, containing all questions received as provided for above and decisions regarding same.

At least four (4) calendar days prior to proposal opening, the Town will post any addenda on the Town's website, www.cheshirect.org, under "Bids and RFPs." **Each proposer is responsible for checking the website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.**

No oral statement of the Town, including oral statements by the Town representative(s) listed above, shall be effective to waive, change or otherwise modify any of the provisions of this RFP, and no proposer shall rely on any alleged oral statement.

5. 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.

6. TAX EXEMPTIONS

The Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes. Federal Tax Exempt #06-6001971. Exemption from State sales tax per Conn. Gen. Stat. Chapter 219, § 12-412(1). No exemption certificates are required, and none will be issued.

7. 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.

8. OWNERSHIP OF BIDS

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

9. 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.

10. REQUIRED DISCLOSURES

Each bidder, in its Bid Form, is required to make certain disclosures useful to the Town in evaluating bidders. A bidder's acceptability based on these disclosures lies solely in the Town's discretion.

11. BID SECURITY This item is not applicable to the ITB.

12. FAMILIARITY WITH LAWS, SITE CONDITIONS AND DOCUMENTS

Each bidder is required to be familiar with and to comply with the terms and conditions of this ITB, including but not only the Specifications, and with all federal, state and local laws, ordinances or regulations that in any manner relate to the supply and delivery of the chemicals described herein.

Each bidder shall visit the site, examine the areas to which the chemicals are to be supplied and thoroughly familiarize itself with all conditions of the property before preparing its bid. The submission of a bid shall be construed as an assurance that such examination has been made, and no claims for compensation for additional labor, equipment and materials for difficulties encountered will be recognized. Bidder acknowledges the existence of supply chain delays and disruptions in the current market, as well as inflationary conditions. Bidder has priced the impact of any such delays, disruptions and conditions into its bid and the occurrence of same shall not form the basis for a change in schedule or pricing.

13. EQUAL OPPORTUNITY - AFFIRMATIVE ACTION

Each bidder must submit a completed Bidder's Certification Form Concerning Equal Employment Opportunities and Affirmative Action Policy 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.

14. NON COLLUSION AFFIDAVIT

Each bidder must submit a completed Bidder's Non Collusion Affidavit that is as part of this ITB.

15. 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 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. Each bidder must complete the Bidder's Legal Status Disclosure Form that is part of this ITB.

16. 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 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 the lowest qualified and responsible bid. However, the Town, in its sole discretion, will make an award, if any, based on what the Town deems to be in its best interests. Although price will be an important factor, it will not be the only basis for award. Due consideration may also be given to a bidder's experience, references, capabilities, past performance, the viability of the material with respect to the location of plants or storage points from which the material will be delivered, and other criteria relevant to the Town's interests.

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 proposal is not acceptable to the Town Manager, 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 negotiations 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 five (5) business days of the date of the Preliminary Notice of Award, unless extended by the Town, the Town may proceed to discussions with another bidder, rebid or purchase through such other means as are permitted by the Town Charter.

17. DEFENSE, HOLD HARMLESS AND INDEMNIFICATION

By executing the Contract, 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.

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.

18. INSURANCE REQUIREMENTS

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

19. 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 supply and delivery of the chemicals described in the Contract.

20. LICENSES AND PERMITS

The successful bidder certifies that, throughout the term of the Contract, 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.

21. CESSATION OF BUSINESS/BANKRUPTCY/RECEIVERSHIP

If the successful bidder ceases to exist, dissolves as a business entity, ceases to operate, files a petition or proceeding under any bankruptcy or insolvency laws or has such a petition or proceeding filed against it, the Town has the right to terminate the Contract effective immediately. In that event, the Town reserves the right, in its sole discretion as it deems appropriate and without prior notice to the successful bidder, to make arrangements with

another person or business entity to provide the products and services described in the Contract.

END OF STANDARD INSTRUCTIONS AND TERMS

**TOWN OF CHESHIRE, CONNECTICUT
SUPPLY AND DELIVERY OF WASTEWATER TREATMENT CHEMICALS: BID #2223-35**

SPECIFICATIONS

1. BACKGROUND

The intent of this ITB is to obtain bids for a twelve (12) month supply and delivery of chemicals for the Town of Cheshire, Water Pollution Control Division, located at 1325 Cheshire Street, Cheshire, CT. **(Contract Period July 1, 2023 to June 30, 2024)**

The approximate quantities are specified in the Bid Form that is a part of this ITB.

The successful bidder must ensure that there is a continuous supply of chemicals available to meet the needs of the Town's Water Pollution Control Facility for twelve (12) months from the date of execution of the Contract.

The successful bidder must ensure that its vehicles and drivers comply with all applicable laws and regulations, including D.O.T. and OSHA regulations concerning the transporting and offloading of the chemicals.

Prices shall be bid per gallon/ton of product as indicated on the Bid Form. **Any fuel surcharges must be noted on the Bid Form.**

2. PRICING

Prices quoted shall be the delivered price per gallon or ton (as indicated on the Bid Form), including any applicable fuel surcharge. Prices for chemicals shall include all costs incidental to the loading and delivery into Town tanks with all labor, equipment, tools, and accessories thereto to be furnished by the bidder.

3. QUANTITIES

Quantities listed in the Bid Form are approximate only, based on estimates supplied by the using agencies.

The Town will pay, and the Contract will cover only the quantities actually ordered by the Town for delivery, whether the quantities actually ordered are more or less than the estimated quantities shown on the Bid Form. Any variation in estimated quantities shall be subject to verification and reconciliation. Additions or reductions in actual quantities shall be priced based on the unit prices included in the bid.

4. DELIVERIES

All deliveries shall be made to the Water Pollution Control Facility, 1325 Cheshire Street, Cheshire, CT at such times as requested by the Town and in such quantities as ordered. Delivery of chemicals shall be metered at the delivery point.

Each delivery shall be accompanied by a delivery invoice or ticket. The invoice or ticket shall show the total number of gallons or tons delivered. All such delivery invoices or tickets shall be completed in a satisfactory manner. Delivery of chemicals may be required during extremely bad weather conditions, and the bidder is to provide this service under any condition providing truckers can maintain their trucks on the road. Unless specifically exempted by the using agency at the time of order, all orders shall be completed and delivered in their entirety within forty-eight (48) hours, to protect against a shutdown of operations due to lack of product.

Information regarding delivery of the various products is as follows:

- A. 15% Sodium Hypochlorite Solution
Town storage facilities - (1) 3,900 gallon tank
Town's minimum order shall be 1,000 gallons.
Town's maximum order shall not exceed 3,000 gallons.
Town's anticipated annual consumption is approximately 5,000 gallons.

- B. Lime/50 lb. bags
Town's minimum order shall be ten (10) Bags – 500 lbs.
Town's maximum order shall be one (1) skid.

- C. Ferric Chloride
Concentration: FeCl₃ = 33-36%
Fe (III) = 11.3-12.9%
Fe (II) = <0.5%
FREEHCL = <1.0%
In the tank after delivery
Town's minimum order shall be 2,000 gallons
Town's maximum order shall be 4,000 gallons.
Town's anticipated annual consumption is approximately 15,000-20,000 gallons

- E. Liquid Aluminum Sulfate
Specifications: Physical Form - Liquid
Density – 1.3 +/- 0.1
Odor – Odorless
Freezing point – 1 to -4°F (17 to -20°C)
Solubility – Complete in water
Basicity - <20%
Product pH - <2.3
Viscosity – 20 cP
Available Al₂O₃ – 8.2 +/- 0.2%

Town's minimum order shall be 2,000 gallons
Town's maximum order shall be 4,000 gallons.
Town's anticipated annual consumption is approximately 30,000-40,000 gallons

Volumes delivered must, as a minimum, equal the volume ordered. Volumes delivered may exceed the volume ordered provided there is sufficient storage volume available in the Town facilities and provided the Town approves of such delivery at the time it is made. The Town shall not be obligated to accept any volume above the amount it has ordered.

Delivery of chemicals is to be made only on such days and at such hours as is acceptable to the using agency.

5. RISK OF LOSS

The successful bidder bears all risk of loss, injury or destruction of goods and material ordered herein that occurs prior to acceptance. Such loss, injury or destruction will not release the successful bidder from any obligation under its bid. Delivery shall be F.O.B.

6. INFORMATION TO BE FURNISHED WITH BID

All bidders must furnish a statement as to their plant and delivery equipment, listing stationary bulk tanks capacity, and where located, together with a list of carriers available for servicing the Contract, tank capacity of each and where located. A bidder must also furnish the name and address of its supplier.

7. SAMPLING & TESTING

Samples may be taken by a representative of the Town from the successful bidder's storage tanks for testing purposes. Should the results of such tests indicate that the chemical(s) do not comply with the Specifications, material from such tank(s) will not be accepted for use by the Town. **A Certificate of Analysis shall be attached to each delivery.**

Chemicals/materials not meeting the Specifications shall be immediately removed at no cost to the Town; the cost of analysis or testing shall be borne by the successful bidder.

8. PENALTIES

Whenever chemicals are tested by the Town and tests show they do not meet the Specifications, then no deliveries shall be made until said chemicals meet the Specifications.

Whenever damages and/or losses result from chemicals that do not meet the Specifications, defective equipment and/or its negligent operation, the successful bidder, at the discretion of the Town, will be charged for said damages and/or losses, and shipments shall be suspended until the Town is satisfied that proper equipment is available.

Whenever the chemical is not acceptable or deliveries are not satisfactory, the Town reserves the right to allot the chemical/s required to other sources of supply until satisfactory performance can be guaranteed. Any additional costs resulting to the Town may be charged to the successful bidder.

The bidder shall notify John Cronin at the Department of Public Works, Water Pollution Control Division, whenever changing a source of supply. This notice shall be in writing and sent by e-mail to Jcronin@CheshireCT.org.

9. CONTRACT PERIOD; OPTION TO EXTEND

The Contract shall cover a twelve month (12) period beginning the date on which it is fully executed, and **the successful bidder's prices shall remain constant for the twelve (12)-month period (July 1, 2023 to June 30, 2024)**. The Town, in its sole discretion, shall have the right to extend the Contract for additional time periods.

10. CONTRACT TERMINATION

The Town may terminate the Contract at any time in the event of any changes in its plant, equipment, operations or other factors necessitating change in the type or grade of chemicals. The Town may also terminate the Contract upon the bidder's default or for the Town's convenience.

11. PAYMENTS

Separate invoices shall be furnished to the Superintendent of the Wastewater Treatment Plant for verification of the amount of material supplied and approval of the amount earned by the successful bidder. Payment shall be made within 30-45 days after approval and acceptance. Each invoice shall summarize all deliveries and charges for the preceding month, including the quantity delivered unit price, and net cost.

END OF SPECIFICATIONS

INSURANCE REQUIREMENTS

**TOWN OF CHESHIRE, CONNECTICUT
SUPPLY AND DELIVERY OF WASTEWATER TREATMENT CHEMICALS
BID #2223-35
Insurance Requirements/Standard Service Contract**

Vendor shall maintain in force at all times during which services are to be performed by vendor, or such longer period as provided by 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 A.M. Best's latest edition Key Rating Guide. The stated policy limits are the minimum coverage amounts required.

General Liability*	Each Occurrence	\$2,000,000
	General Aggregate	\$3,000,000
	Products/Completed Operations Aggregate	\$2,000,000
Auto Liability*	Combined Single Limit	
	Each Accident	\$1,000,000
Umbrella* (Excess Liability)	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000

The Town of Cheshire, its Water Pollution Control Authority shall be named as "Additional Insured." Coverage is to be provided on a primary, noncontributory basis. Waiver of subrogation to be provided. Higher limits may be required, based on the scope and nature of the services to be provided. If higher limits are required, such limits shall be identified in the Request for Proposal of Invitation to Bid, as well as in the contract issued by the Town. The Town reserves the right to require additional coverages.

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

Worker's Compensation	WC Statutory Limits	
Employer Liability	EL Each Accident	\$500,000
	EL Disease Each Employee	\$500,000
	EL Disease Policy Limit	\$500,000

END OF INSURANCE REQUIREMENTS

**TOWN OF CHESHIRE, CONNECTICUT
SUPPLY AND DELIVERY OF WASTEWATER TREATMENT CHEMICALS: BID #2223-35**

BID FORM

BIDDER'S FULL LEGAL NAME:

PRICE BID

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:

To supply and deliver the chemicals specified below, upon the terms and conditions of the ITB, for the unit price listed:

SUPPLY AND DELIVER CHEMICALS FOB AT THE AT THE CHESHIRE W.P.C.D. 1325 CHESHIRE STREET, CHESHIRE, CT 06410			
NO.	DESCRIPTION	EST'D QUANTITY	UNIT PRICE
1	15% Sodium Hypochlorite Solution delivered and pumped into Town storage tanks	5,000 Gal	\$
Unit Price for Item #1 written in words _____			
Per-Unit Fuel Service Charge Adjustment _____			
2	Lime/50 lb. bags delivered by truck	½ - 1 Ton	\$
Unit Price for Item #2 written in words _____			
Per-Unit Fuel Service Charge Adjustment _____			
3	Ferric Chloride delivered and pumped into Town storage tanks	15,000 Gal	\$
Unit Price for Item #3 written in words _____			
Per-Unit Fuel Service Charge Adjustment _____			
4	Liquid Aluminum Sulfate delivered and pumped into Town storage tanks	30,000 Gal	\$
Unit Price for Item #4 written in words _____			
Per-Unit Fuel Service Charge Adjustment _____			

ACKNOWLEDGEMENT

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 supply and delivery called for in the ITB. No additional payment of any kind will be made for work accomplished under the price(s) as bid.

REQUIRED DISCLOSURES

1. Exceptions to/Clarifications of/Modifications to the ITB

_____ This bid does not take exception to or seek to clarify and/or modify any requirement, term or provision of the ITB, including the Contract. **The bidder agrees to each and every requirement, term, provision and condition of this ITB, including the Contract.**

OR

_____ This bid takes exception(s) to or seeks to modify or clarify certain of the ITB requirements, terms, or provisions, including but not only the Contract. **Attached is a sheet fully describing each such exception, clarification or modification.**

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 pending or resolved 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 proposals 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)

END OF BID FORM

**TOWN OF CHESHIRE, CONNECTICUT
SUPPLY AND DELIVERY OF WASTEWATER TREATMENT CHEMICALS: BID #2223-35**

**BIDDER'S CERTIFICATION FORM
Concerning Equal Employment Opportunities and/or 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

(signature)
Bidder's Representative, Duly Authorized

Name of Bidder's Authorized Representative

Title of Bidder's Authorized Representative

Date

END OF BIDDER'S CERTIFICATION FORM

**TOWN OF CHESHIRE, CONNECTICUT
SUPPLY AND DELIVERY OF WASTEWATER TREATMENT CHEMICALS: BID #2223-35**

BIDDER'S NON COLLUSION AFFIDAVIT

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

Date

Name of Bidder's Authorized Representative

Title of Bidder's Authorized Representative

Subscribed and sworn to before me this _____ day of _____, 2023.

Notary Public
My Commission Expires _____

END OF BIDDER'S NON COLLUSION AFFIDAVIT

**TOWN OF CHESHIRE, CONNECTICUT
SUPPLY AND DELIVERY OF WASTEWATER TREATMENT CHEMICALS: BID #2223-35**

STATEMENT OF REFERENCES

Provide at least three (3) references:

NAME _____

ADDRESS _____

CITY, STATE _____

TELEPHONE: _____

INDIVIDUAL CONTACT NAME AND POSITION _____

NAME _____

ADDRESS _____

CITY, STATE _____

TELEPHONE: _____

INDIVIDUAL CONTACT NAME AND POSITION _____

NAME _____

ADDRESS _____

CITY, STATE _____

TELEPHONE: _____

INDIVIDUAL CONTACT NAME AND POSITION _____

END OF STATEMENT OF REFERENCES

**TOWN OF CHESHIRE, CONNECTICUT
SUPPLY AND DELIVERY OF WASTEWATER TREATMENT CHEMICALS: BID #2223-35**

BIDDER'S LEGAL STATUS DISCLOSURE FORM

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

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

IF A SOLELY OWNED BUSINESS:

Proposer's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

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

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

_____ Yes _____ No

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

IF A CORPORATION:

Proposer's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business _____

Names of Current Officers

President

Secretary

Chief Financial Officer

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

_____ Yes _____ No

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

IF A LIMITED LIABILITY COMPANY:

Proposer’s Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner’s Full Legal Name _____

Number of years engaged in business _____

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

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

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

_____ Yes _____ No

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

IF A PARTNERSHIP:

Proposer's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business _____

Names of Current Partners

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

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

_____ Yes _____ No

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

Proposer's Full Legal Name

(print) Name and Title of Proposer's Authorized Representative

(signature) Proposer's Representative, Duly Authorized

Date

END OF LEGAL STATUS DISCLOSURE FORM

**CONTRACT FOR THE SUPPLY AND DELIVERY OF
WASTEWATER TREATMENT CHEMICALS
#2223-35**

This Contract is made as of the ____ day of _____, 2023 (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 _____ (the “Contracting Party”).

RECITALS:

WHEREAS, the Town has issued an Invitation to Bid for the supply and delivery of wastewater treatment chemicals (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 **June 1, 2023** (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 B (collectively, the “Work”).

The Contracting Party also agrees to comply with all of the terms and conditions set forth herein and in the ITB.

2. **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.

3. **Term**: The term of this Contract is for twelve (12) months from the Effective Date. The parties may agree to extend the term by a writing signed by both of them.

4. **Price and Payment**: [placeholder]

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 method as is permitted by the Town Charter.

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. In addition, the Town reserves the right to terminate the Contract in the event of any changes in its plant, equipment, operations or other factors necessitating change in the type or grade of chemicals. The Town also reserves for itself the right to terminate the contract for the Town's convenience, without cause. In the event of a termination for convenience by the Town, the Town's sole liability and obligation to the Contracting Party shall be to pay the Contracting Party for the work and materials properly provided as of the date of the termination. In no event shall the Town be liable for indirect, consequential, incidental, punitive, special or other damages.

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:

John Cronin, Acting Superintendent of the Wastewater Treatment Plant

1325 Cheshire Street

203-272-9105

Jcronin@CheshireCT.org

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.

9. **Warranty:** Contracting Party warrants that all products sold and delivered to Town under the Contract shall conform strictly to the technical specifications in the ITB and Bid.

10. **Indemnification and Hold Harmless:** Contracting Party (a) will jointly and severally defend, indemnify and hold harmless Town, WPCA and their respective officers, officials, employees, boards, commissions, agents and representatives (collectively the "Town Indemnities") from and against all claims, losses, liabilities, damages, costs and expenses (including without limitation reasonable fees and expenses of attorneys incurred in investigation or defense of any action or proceeding) (collectively "Claims") arising out of or related to: (i) any breach of any covenant or

agreement of Contracting Party contained in this Agreement, (ii) any negligence, gross negligence, or willful or intentional misconduct by Contracting Party or any of its personnel; and (iii) any breach of any representation or warranty of Contracting Party contained in this Agreement; (b) Promptly after receipt by Town of notice of any third-party Action in respect of which indemnity may be sought against Contracting Party, Town will notify Contracting Party in writing of the Town's Assertion, but the failure to so notify Contracting Party will not relieve Contracting Party of any liability it may have to Town, except to the extent Contracting Party has suffered actual prejudice thereby. Contracting Party will be entitled to participate in and, to the extent Contracting Party elects by written notice to Town within thirty (30) days after receipt by Contracting Party of notice of such Town's Assertion, to assume the defense of such Town's Assertion, at Contracting Party's own expense, with counsel chosen by them which will be reasonably satisfactory to Town. With respect to any such Town's Assertion, Town will promptly provide Contracting Party with: (i) notice and copies of any documents served upon Town; and (ii) all reasonable cooperation which Contracting Party deems necessary to defend such Town's Assertion, including, without limitation, providing Contracting Party and its outside attorneys access to any potentially relevant documents, information, or individuals within the control of Town, other than any privileged documents. Notwithstanding that Contracting Party may have elected by written notice to assume the defense of any Town's Assertion, Town will have the right to participate in the investigation and defense thereof, with separate counsel chosen by Town, but in such event the fees and expenses of Town (above those which would otherwise have been incurred) and such separate counsel will be paid by Town. Contracting Party will not without the written consent of Town with respect to any Town Assertion: (A) settle or compromise any Action or consent to the entry of any judgment which does not include as an unconditional term thereof the delivery by the claimant or plaintiff to Town of a duly executed written release of Town from all liability in respect of such Action, which release will be reasonably satisfactory in form and substance to counsel for Town, or (B) settle or compromise any Action in any manner that, in the reasonable judgment of Town or its counsel, will adversely affect Town other than as a result of money damages or other money payments.

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

TOWN OF CHESHIRE

[CONTRACTING PARTY LEGAL NAME]

By _____
Sean Kimball
Its Town Manager, Duly Authorized

By _____
[Name]
Its _____, Duly Authorized