



## **CITY OF WEST HAVEN**

**DEPARTMENT OF FINANCE  
355 MAIN STREET  
WEST HAVEN, CT 06516  
(203) 937-3620**

### **INVITATION TO BID**

THE CITY OF WEST HAVEN IS SEEKING COMPETITIVE BIDS FOR  
5 2015 FORD POLICE INTERCEPTOR UTILITY ALL WHEEL DRIVE VEHICLES  
NOTICE IS HEREBY GIVEN THAT SEALED BIDS ON THE FOLLOWING MUST BE  
RECEIVED AT THE DEPARTMENT OF FINANCE BY 4/27/15 11:00am  
2015-06

AT THE FOLLOWING TIME THEY WILL BE PUBLICLY OPENED AND READ  
THE CITY OF WEST HAVEN RESERVES THE RIGHT TO ACCEPT ANY OR ALL THE  
OPTIONS, BIDS OR PROPOSALS; TO WAIVE ANY TECHNICALITY IN A BID OR PART  
THEREOF SUBMITTED, AND TO ACCEPT THE BID DEEMED TO BE IN THE BEST  
INTEREST OF THE CITY OF WEST HAVEN

QUESTIONS MUST BE IN WRITING AND EMAILED TO :  
**RSANDELLA@WESTHAVEN-CT.GOV**

**CITY OF WEST HAVEN  
GENERAL INFORMATION TO BIDDERS**

**I. PROPOSAL:**

Proposals must be made on the blank forms provided and be enclosed in a sealed envelope. The envelope shall be addressed to the Comptroller's Office, City of West Haven, 355 Main Street, West Haven, CT. 06516 with the particular bid No., The name and address of the bidder should appear in the upper left-hand corner of the envelope. Failure to have this information on the envelope or bid in an envelope will result in disqualification from bidding. Failure to enclose a Bid Surety with your proposal and failure to sign proposal sheet and fill out proposal sheet, vendor background or any form enclosed in the bid or acknowledgement of addendum will result in disqualification from bidding.

Bidders are cautioned that it is the responsibility of each individual bidder to assure that his/her bid is in the possession of the responsible official (city of West Haven, Comptroller's Office) prior to the stated time and place of bid opening. Owner (city) is not responsible for bids delayed by MAIL or DELIVERY SERVICES of any nature.

**II. BID SURETY:**

Bidders are required to furnish a Bid Surety with their bid in the amount of 5% of their total bid. The bid surety may be in the form of a Bid Surety written by a company authorized to write Bid Surety's in the State of Connecticut, a certified check or legal tender may be drawn-pay to the order of **TREASURER CITY OF WEST HAVEN.**

Successful Bidder (s) surety will be retained by the City until they have fulfilled their obligation with the City of West Haven. All unsuccessful bidders surety's will be returned upon award of bid.

**A. PERFORMANCE, PAYMENT BONDS:**

To insure the faithful execution of the contract according to its provisions, the contractor will be required to give, at his own expense, to the City of West Haven a 100% Performance & Payment Bonds for the full amount of the contract (s) awarded to him. Said Bonds are to be written by a company that writes bonds in the State of Connecticut. A certificate of insurance naming the City of West Haven as additional insurer (see attached insurance information) must accompany the Payment and Performance Bonds.

**B. LETTER OF CREDIT:**

If a letter is submitted the following information must be included: IRREVOCABLE LETTER OF CREDIT, INTERNATIONAL CHAMBER OF COMMERCE ICC400, THIS LETTER OF CREDIT MUST EXTEND 5 TO 10 DAYS AFTER FINAL ACCEPTANCE OF COMPLETION.

**III. ACCEPTANCE OF CHARTER REQUIREMENTS:**

The submission of a bid proposal by a supplier, vendor or contractor for the whole or any part of these specifications shall constitute an acceptance by such persons

Conditions as set forth in the Charter and Ordinances of the City of West Haven in relation to bid proposal, and the award of the contract.

**A. PREFERENCE FOR LOCAL VENDORS:**

An ordinance effective on 6/22/95 regarding “**PREFERENCE FOR LOCAL VENDORS**” If any Local Bidder whose quote is within 10% of the Low Bidder, the Local Bidder may accept the award of the low bid.

**B. TAX EXEMPT:**

The City of West Haven is exempt from payment of Federal and State Taxes including Transportation tax.

**C. TIME OF DELIVERY:**

Any materials or services contracted for under said bid shall be delivered at such times and to such places as may be ordered by the Comptroller's Office for the City of West Haven or an authorized representative (s); provided, however, that the contractor shall in no case, make deliveries exceeding in value the amount of the purchase orders issued for such deliveries.

**D. INTENT:**

Name of makes, models, brand names mentioned herewith are intended to be descriptive only and not restrictive. They are intended to indicate to the bidders the type of equipment desired. The City of West Haven reserves the right to select the materials or services best suited for its needs.

The bidder is to clearly state in his bid exactly what he intends to supply, and he is to furnish with his bid a cut or illustration or other descriptive matter which will clearly indicate what, he proposes to supply.

The City of West Haven reserves the right to accept or reject any or all the options, bids or proposals; to waive any technicality in a bid or part thereof submitted, and to accept the bid deemed to be in the best interest of the City of West Haven.

Bid forms that are illegible or that contain omissions, alterations, additions, or items not called for in the bidding documents may be rejected. In the event any bidder modifies, limits, or restricts all or any part of his bid form in a manner other than that expressly provided for in the bid documents; its bid form may be rejected.

**IV. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE:**

The supplier, vendor, contractor, and/or bidder agrees: To incorporate Equal Opportunity Employment as described by State and Federal Statute

**A).** He will not discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin or ancestry. He will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, color, sex, creed, national origin or ancestry. Such action shall include, but not be limited to the following:

**B).** Employment, upgrading, demotion or transfer, recruitment or recurrent advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. He further agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

**C).** The supplier, vendor, contractor and/or bidder will, in its solicitations for employees, agree that all qualified applicants will receive consideration for employment without regard to race, color, sex, creed, national origin or ancestry.

**D).** The supplier, vendor, contractor and/or bidder agrees to cooperate fully with the City of West Haven and/or any of its agencies to insure that the purposes of the non-discrimination clause are being carried out.

**PROPOSAL SHEET**

Pursuant to and in compliance with your advertisement for bids and the information to bidders related thereto, the undersigned hereby offers to furnish all labor, materials, supplies, equipment and other facilities and things necessary to proper for, or incidental to furnishings and installing as required by and in strict accordance with the specifications and all addenda issued by the City of West Haven, for sum (s) set forth on the proposal sheets immediately following. The undersigned further agrees to make good any damages incident to delivery and/or installation.

The specifications for these items, including installation where required, and hereby recognized and considered a part of this contract. Any deviations from attached specifications are to be noted in detail.

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

ADDENDUM RECEIPT: Receipt of addenda acknowledged. *It is the bidders responsibility to secure any addendums to projects or services.*

ADDENDUM	DATE	ADDENDUM	DATE
1. _____	_____	2. _____	_____

DATE OF COMPLETION \_\_\_\_\_ (construction projects)

TOTAL AMOUNT OF BID \$ \_\_\_\_\_  
FIGURES

TOTAL AMOUNT OF BID \$ \_\_\_\_\_  
WORDS

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

AUTHORIZED  
SIGNATURE \_\_\_\_\_  
FOR ABOVE PROPOSAL

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

**BID SURETY:**

BID BOND \_\_\_\_\_ BANK CK. \$ \_\_\_\_\_ # \_\_\_\_\_

CERTIFIED CK. \$ \_\_\_\_\_ CK. # \_\_\_\_\_

**VENDOR BACKGROUND DATA  
COMPANY INFORMATION**

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_  
                    STREET                    CITY                    STATE                    ZIP CODE

PHONE NO. \_\_\_\_\_ FAX NO. \_\_\_\_\_

NAME OF PRINCIPALS

PRESIDENT \_\_\_\_\_

VICE PRESIDENT \_\_\_\_\_

SECRETARY \_\_\_\_\_

TREASURER \_\_\_\_\_

NO. OF EMPLOYEES \_\_\_\_\_ YEARS IN BUSINESS \_\_\_\_\_

WHEN ORGANIZED \_\_\_\_\_ WHEN INCORPORATED \_\_\_\_\_

HAVE YOU EVER FAILED TO COMPLETE A CONTRACT? YES \_\_\_\_\_ NO \_\_\_\_\_

IF YES PLEASE EXPLAIN \_\_\_\_\_

\_\_\_\_\_

**REFERENCES:**

COMPANY	CONTACT	PHONE NO.
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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**OTHER MUNICIPAL CONTRACTS:**

CITY	YEAR	CONTACT	PHONE NO.
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\_\_\_\_\_

\_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**VENDOR CERTIFICATION AND AFFIDAVIT  
OF NO REAL OR PERSONAL PROPERTY TAXES OWED  
BY BIDDER FOR CONTRACT(S) TO  
THE CITY OF WEST HAVEN**

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

COUNTY OF \_\_\_\_\_ ) SS:  
\_\_\_\_\_ )

Personally appeared, \_\_\_\_\_, as

\_\_\_\_\_ on behalf of \_\_\_\_\_  
(indicate position of office with bidder)

\_\_\_\_\_ (hereinafter called the "Bidder") and, who, being duly  
sworn, deposes and says:

1. I am over 18 years of age and know the obligations of an oath.
2. I am making this affidavit of my own personal knowledge, and it is true and Correct and made under penalty of perjury.
3. I make this certification pursuant to Section 42-8B !1) (j) of the Ordinances of the City of West Haven.
4. I hereby certify and attest that no real or personal property back taxes are owed to the City of West Haven on any property that is owned by the Bidder.

\_\_\_\_\_  
Duly Authorized

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_ 200 .

\_\_\_\_\_  
Notary Public/Commissioner of the Superior  
Court My Commission expires:  
Affix Seal here

NOTICE: THE FINANCE DEPARTMENT RESERVES THE RIGHT TO VERIFY WITH THE TAX COLLECTOR THAT SUCH TAXES ARE NOT OWED. THIS RIGHT DOES NOT WAIVE OR REMOVE THE RESPONSIBILITY AND OBLIGATION OF THE PARTY MAKING THIS CERTIFICATION FROM THE DUTY OF VERIFYING THAT SUCH FACTS ARE TRUE OR REPRESENTATIONS MADE THEREUNDER.

## LITIGATION DISCLOSURE

Failure to fully and truthfully disclose the information required by this litigation disclosure form may result in disqualification of your proposal from consideration or termination of the contract, once awarded.

1. Has any member of your Firm/Company to be assigned to this engagement ever been indicted or convicted of a felony in the last five (5) years?

**YES**

**NO**

2. Has any member of your Firm/Company been terminated (for cause or otherwise) from any work being performed for any Federal, State or Local Government, or Private Entity?

**YES**

**NO**

3. Has any member of your Firm/Company been involved in any claim or litigation with any other Federal, State or Local Government, or Private Entity during the last five (5) years?

**YES**

**NO**

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s) and firm, the nature, and the status and/or outcome of the indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

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Signature/Title of Authorized Representative

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Date

**An ordinance Amending Chapter 42, Section 42-8  
Of the Code of the City of West Haven**

BE IT ORDAINED BY THE CITY COUNCIL, OF THE CITY OF WEST HAVEN THAT Chapter 42, Purchasing procedures, Section 42-8 Award of Contract, is hereby amended as follows:

Sec. 42-8 B(2) of the Code of the City is hereby repealed and replaced by the following Sec. 42-8B(2) Bid preference for Local Vendors.

**Sec. 42-8 B(2) BID PREFERENCE FOR LOCAL VENDORS**

A. For The purpose of this section “city-based business” shall mean a business with a principal place of business located within the City of West Haven. A business shall not be considered a “city-based business” unless evidence satisfactory to the purchasing agent has been submitted with each bid submitted by said business to establish that said business has a bona fide principal place of business in West Haven. Such evidence may include evidence of ownership of or a long term lease of the real estate from which the principal place of business is operated, or payment of property taxes on the personal property of the business to be used in performance of the bid.

b. For the purpose of this “project” shall mean all bids, and all quotes solicited for purchases exempted from bidding pursuant to Chapter 42 of the Code of the City of West Haven, as amended, except Request for Proposal.

c. On any project the lowest responsible bidder shall be determined in the following order:

1. a. On projects the cost of which are one million dollars total contract price or less, any city-based bidder which as submitted a bid not more than ten (10) percent higher than the low bid provided such city-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one city-based bidder has submitted bids not more than ten (10) percent higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one of such city-based bidders which submitted the lowest bid.

b. On projects the cost of which are over one million dollars but less than five million dollars total contract price, any city-based bidder which has submitted a bid not more than five (5) percent higher than the low bid provided such city-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one city-based bidder has submitted bids not more than five (5) percent higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one of such city-based bidders which submitted the lowest bid.

c. On projects the cost of which are over five million dollars total contract price, any city-based bidder which has submitted a bid not more than three (3) percent higher than the low bid provided such city-based bidder agrees to accept the award of the bid at the amount of the low bid provided such city-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one city-based bidder has submitted bids not more than three (3) percent higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one of such city-based bidders which submitted the lowest bid.

2. The Low Bidder

a. Any local vendor meeting the requirements of a local vendor as defined in the above ordinance responding to a solicitation shall be required to submit a signed Local Bidder Affidavit form with their bid submittal. Failure to submit this affidavit form may result in disqualification as a local vendor and ineligibility for contract award.

b. Any local vendor submitted the second lowest bid meeting the above requirements will be given the opportunity to match the low bid. The local vendor shall be required to submit a written acknowledgement of their acceptance of the low bid to be eligible for contract award.

Enacted by the City Council: Monday May 22, 1995

Approved by the Mayor \_\_\_\_\_ Date \_\_\_\_\_

Operative and in Effect: Thirty (30) days from above date of Mayor's approval

**LOCAL VENDOR FORM**

**&**

**NOTICE TO LOCAL VENDORS**

AS OF 5/22/95 AN ORDINANCE AMENDING CHAPTER 42 SECTION 42-8 RE: PURCHASING PROCEDURES WAS PASSED BY THE CITY COUNCIL. SECTION 42-8B(2) WAS REPLACED BY SEC. 42-8B (2). THIS ORDINANCE WILL BE IN EFFECT AS OF JUNE 22, 1995.

THE ORDINANCE IS "BID PREFERENCE FOR LOCAL VENDORS"  
(copy attached)

ANY VENDOR MEETING THE REQUIREMENTS OF THIS ORDINANCE MUST FILL OUT AND SIGN A LOCAL VENDOR FORM. FAILURE TO FILL OUT AND SIGN THIS FORM, WILL RESULT IN DISQUALIFICATION AS A LOCAL VENDOR AND THE VENDOR WILL BE INELIGIBLE TO BE AWARDED A CONTRACT WITH THE CITY OF WEST HAVEN.

THE VENDOR MUST HAVE A BONAFIED ADDRESS, P.O. BOXES WILL NOT BE ACCEPTABLE.

COMPANY  
NAME \_\_\_\_\_

COMPANY  
ADDRESS \_\_\_\_\_  
STREET

\_\_\_\_\_

CITY	STATE	ZIP CODE
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PHONE NO \_\_\_\_\_ FAX NO. \_\_\_\_\_

YEARS IN BUSINESS \_\_\_\_\_

TYPE OF BUSINESS \_\_\_\_\_

YEARS BUSINESS LOCATED IN WEST HAVEN \_\_\_\_\_

AWARDED CITY OF WEST HAVEN CONTRACTS

BID NO.	DESCRIPTION	DEPT.	YEAR
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

HAS YOUR COMPANY EVER FAILED TO COMPLETE A CITY OF WEST HAVEN CONTRACT?  
YES \_\_\_\_\_ NO \_\_\_\_\_

IF YES TO THE ABOVE QUESTION PLEASE EXPLAIN: \_\_\_\_\_  
\_\_\_\_\_

I \_\_\_\_\_ PRINCIPAL \_\_\_\_\_  
(NAME) (TITLE)  
OF \_\_\_\_\_  
(COMPANY)

CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND MY COMPANY \_\_\_\_\_ IS LOCATED IN THE CITY OF WEST HAVEN AT THE ABOVE ADDRESS.

DATE: \_\_\_\_\_

SIGNED: \_\_\_\_\_

## CONTRACTORS LIABILITY INSURANCE REQUIREMENTS

The Insurance required by this contract shall be written for not less than the following, and greater if required by law:

1. Worker's Compensation:

- a. State: Connecticut – Statutory
- b. Applicable Federal (e.g. Longshoremen's): Statutory
- c. Employer's Liability: \$1,000,000.00 per accident

2. Comprehensive or Commercial Liability (Including Premises – Operations; Independent Contractors Protective; Products and Completed Operations; Broad Form Property Damage): Contractual Liability and personal Injury

- a. 1,000,000.00 each occurrence C.S.L.
- b. 1,000,000.00 Personal & Advertising Injury
- c. Products and Completed Operations Insurance shall be maintained for five (5) years after final payment.
- d. Property Damage Liability Insurance shall provide X,C. and U coverage
- e. Broad form property damage coverage shall include completed operations

3. Comprehensive automobile Liability: (included owned, non-owned and hired vehicles)  
Limited: \$1,000,000.00 each accident (CSL) (BI & PD)

4. Umbrella Excess liability \$5,000,000. each occurrence

5. Contractor shall purchase all risk on completed value form in the names of the owner, contractor, subcontractor and subcontractors, as their interests may appear, with limits or amount equal to the contract sum for the work.

6. Contractor shall provide appropriate insurance certificates, naming the City of West Haven as an additional insured on all policies. 30 days notification shall be required for cancellation or non-renewal.

7. The Contractor shall furnish one copy each of certificates of insurance herein required for each copy of the contract which shall specifically set forth evidence of all coverage required. The form of certificate shall be accord 25 (2/84), or accepted equal. The contractor shall subsequently issue amending coverage or limits.

8. Add the following clause:

Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:

- a. premises operations (including X-C/U as applicable)
- b. Independent Contractors' Protective
- c. Products and completed operations
- d. Personal injury liability with employment exclusion deleted
- e. Contractual Liability
- f. Owned, non-owned, and hired motor vehicles.
- g. Broad form property damage including completed operations
- h. Umbrella excess liability

# **BID SPECIFIC DOCUMENTS**

**NOTE:** Bids may be submitted for vehicles and emergency equipment independent of each other or as a total package. Bidders are not required to submit a bid for both.

**2015 Ford Police Interceptor Utility All Wheel Drive**

- |  |                              |
|--|------------------------------|
| 17t Cargo dome light in rear                   | 21b Rear back up camera      |
| 18w Rear windows disabled                      | 43d Courtesy lights disabled |
| 51r Drivers LED spot light                     | 549 heated mirrors           |
| 59b Fleet key (same as current c/v's)          | 60r Noise suppression        |
| 68g Rear door locks disabled                   | 76r reverse sensing          |
| 86p Front headlamp prep fro LED warning lights |                              |

**Total price for (5) five vehicles \$ \_\_\_\_\_**

***Emergency equipment to be supplied and installed for all vehicles:***

- Labor to install all emergency equipment per vehicle
- Hardware kit (wire, fuses, relays new charge gard etc)
- Whelen Cencom Siren / Light controller
- Whelen SA315p Siren Driver & Bracket
- Whelen Liberty Light Bar w/all options Inc t/a
- 4 Whelen Vertex RED/BLUE Conner LED (mounted in tail lamps)
- 2 Whelen Vertex WHITE LED (mounted in head lights)
- 2 Whelen Ion LED Warning Lights (mounted in rear window)
- 2 Whelen Ion LED Warning Lights (mounted on license plate bracket)
- Whelen Ion L/P Bracket
- 2 Whelen Ion LED Warning Lights (mounted in rear quarter windows)
- 2 Whelen ION swivel brackets for qtr windows
- Whelen LED Interior light mounted on inner hatch
- Hint Heavy Duty Computer Mount
- Havis Shield Console w/options
- Setina PB450L Push Bumper w/4 LED Lights
- Complete single cell Pro Cell Containment System
- Complete Reflective Graphics to WH Spec
- Havis HD Rear Storage box and mounting system
- Ford ESP Extra Care 4yr./125K w/ \$50.00 deductible

**Total price for emergency equipment on (5) five vehicles \$ \_\_\_\_\_**

**Total price for (5) vehicles with emergency equipment supplied and installed \$ \_\_\_\_\_**

**NOTE: Bidder must be a CT. Ford "Certified" dealer. In stock 2015 units to be delivered to WHPD on or before June 1, 2015.**

**LEASE REQUIREMENT:** Ford Municipal Lease Option 3 yr plan 1 Payment each year for 3 years w/\$1.00 buy out