

PLEASE DO NOT REMOVE ANY SHEETS FROM THIS DOCUMENT

**TOWN OF VERNON**

**CONTRACT #984-06/09/11**

**FURNISHING ONE (1) NEW 230KW GENERATOR,  
AUTOMATIC TRANSFER SWITCH  
AND INSTALLATION TO THE  
VERNON CENTER MIDDLE SCHOOL**

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**LEGAL NOTICE**

**TOWN OF VERNON**

**CONTRACT #984-06/09/11**

**RFP**

**FURNISHING ONE (1) NEW 230KW GENERATOR,  
AUTOMATIC TRANSFER SWITCH AND INSTALLATION TO THE  
VERNON CENTER MIDDLE SCHOOL**

**INVITATION TO BID**

The Town of Vernon, Connecticut is seeking to furnish one (1) new 230KW generator, automatic transfer switch and installation to supply emergency power for the Town of Vernon Emergency Shelter at the Vernon Center Middle School. A firm must have a demonstrated experience in providing such equipment and adhere to standards and requirements typical for such equipment.

Copies of the RFP are available from the office of the Town Administrator from 9:00 a.m. until 4:30 p.m., Monday through Wednesday, 9:00 a.m. until 7:00 p.m. on Thursday, and 9:00 a.m. until 1:00 p.m. on Friday; or anytime online at <http://www.vernon-ct.gov/legal-notices> with reference to Contract #984-06/09/11.

All questions about the proposals should be directed to John D. Ward, Town Administrator, by e-mail at [jward@vernon-ct.gov](mailto:jward@vernon-ct.gov), with copies to Robert Kleinhans, Director of Public Works Department, by e-mail at [rkleinhans@vernon-ct.gov](mailto:rkleinhans@vernon-ct.gov), no later than 3:30 p.m. June 3, 2011. Answers to all so received questions shall be posted by June 7, 2011 on the Town's website under the bid section at <http://www.vernon-ct.gov/legal-notices> with the Contract #984-06/09/11.

Two (2) copies of all proposals should be submitted in a sealed envelope, with "BID DOCUMENT – DO NOT OPEN - CONTRACT #984-06/09/11" clearly marked on the outside of the envelope, to: John D. Ward, Town Administrator, Town of Vernon, Memorial Building, 14 Park Place, 3rd Floor, Vernon, Connecticut 06066 by 10 a.m. on June 9, 2011; at which time proposals shall be opened and read aloud publicly. E-mailed bids will not be accepted.

The selected firm must meet all municipal, state and federal AA and EEO practices and requirements. MBEs/WBEs/SBEs are encouraged to apply. The Town reserves the right to reject any or all proposals in whole or part, to award any one service or group of services or all services, to negotiate with any or all companies submitting proposals, and to enter into an agreement with any company for any services mentioned in this RFP; if it is deemed to be in the best interest of the Town.

John Ward  
Town Administrator

**TOWN OF VERNON**

**OFFICE OF THE TOWN ADMINISTRATOR**

**VERNON, CONNECTICUT**

**STANDARD INSTRUCTIONS TO BIDDERS**

These instructions are standard for all proposals issued by the Town of Vernon, Connecticut for the purchase of all supplies, materials, equipment and the furnishing of certain services. The Town may delete, supersede or modify any of these standard instructions for a particular proposal by indicating such change in a section entitled "Special Instructions To Bidders".

1. The attached proposal is signed by the bidder with full knowledge of, and agreement with, the general specifications, conditions and requirements of this bid.
2. Proposals must be submitted on the enclosed form with any required bid security.
3. Bids shall be submitted in sealed envelopes, which shall be addressed to the Town Administrator, 14 Park Place, Vernon, Connecticut 06066 and shall be clearly marked "**BID DOCUMENT - DO NOT OPEN**". The bid envelope shall indicate the contract number as shown on the "Invitation To Bid". E-mailed bids will not be accepted.
4. Bids received later than the time and date specified in the "Invitation To Bid" will not be considered. Withdrawals of bids, received later than the time and date set for the bid opening, will not be considered.
5. All deliveries of commodities hereunder shall comply in every respect with all applicable laws of the Federal Government and the State of Connecticut.
6. The bidder shall insert the price per stated unit and extend a total price for each item. **IN THE EVENT THAT THERE IS A DISCREPANCY BETWEEN THE UNIT PRICE AND THE TOTAL PRICE EXTENSION, THE UNIT PRICE WILL GOVERN.**
7. In accordance with the provisions of Section 12-412(a) of the Connecticut General Statutes, the Town of Vernon is exempt from the payment of Federal or State tax and such tax or taxes shall not be included in bid prices.
8. Unless otherwise stated herein, all deliveries made under this contract must consist of new merchandise.

9. The Town reserves the right to reject any and all bids, wholly or in part; to waive technical defects, and to make awards in the manner deemed to be in the best interests of the Town.
10. The Town will not accept any additional charges for freight or shipping.
11. The successful bidder must carry Workers' Compensation Insurance, a minimum of \$1,000,000/\$1,000,000/\$1,000,000 Bodily Injury Liability Insurance, a minimum of \$1,000,000 Property Liability Insurance and a minimum motor vehicle liability insurance in the amount of \$1,000,000 Single Limit, or comparable coverages.

**TOWN OF VERNON**

**CONTRACT #984-06/09/11**

**FURNISHING ONE (1) NEW 230KW GENERATOR,  
AUTOMATIC TRANSFER SWITCH AND INSTALLATION TO THE  
VERNON CENTER MIDDLE SCHOOL**

**SPECIAL INSTRUCTIONS TO BIDDERS**

- 1) Information or questions concerning this contract should be directed to Robert Kleinhans, Director of Public Works, Vernon Department of Public Works, 375 Hartford Turnpike (Route 30), Vernon, CT 06066. Telephone (860) 870-3500.
- 2) Not responsible for defects to electronically-mailed contracts.
- 3) Work must be completed no later than **September 15, 2011**.

**TOWN OF VERNON**

**CONTRACT #984-06/09/11**

**FURNISHING ONE (1) NEW 230KW GENERATOR,  
AUTOMATIC TRANSFER SWITCH AND INSTALLATION TO THE  
VERNON CENTER MIDDLE SCHOOL**

**SPECIFICATIONS**

**1.0 GENERAL REQUIREMENTS**

**1.1 SCOPE**

Provide generator and an acceptance test for a complete and operable Emergency/Standby electric generating system, including all devices and equipment specified herein. We are requiring a complete turnkey system regardless of omissions in specifications. Equipment shall be new, factory tested, and delivered ready for installation. Any or all parts or attachments not specifically mentioned, but necessary to furnish and complete the equipment called for, will be furnished by the successful bidder and will conform to strength, quality of material, and workmanship, to what is usually provided by good engineering practice. Internal combustion engines shall conform to all DEP/EPA regulations applicable at time of delivery and be legal for use in the State of Connecticut. All electrical work shall conform to current National Electric Code rules and regulations. It is the responsibility of the contractor to identify and ensure compliance with, any other Federal, Regional, and Local regulations that may apply to this installation.

**1.2 GUIDELINES**

Equipment, documentation, and services described in this specification and shown on the plans are as provided by Cummins Power Generation, Minneapolis, Minnesota.

**1.3 PROPOSAL**

Must include the following information for review:

- a. Manufacturer's product literature and performance data, sufficient to verify compliance to specification requirements.
- b. A paragraph by paragraph specification compliance statement, describing the differences between the specified and the proposed equipment.
- c. Manufacturer's certification of prototype testing.
- d. Manufacturer's published warranty documents.
- e. Shop drawings showing plan and elevation views with certified overall dimensions, as well as wiring interconnection details.

- f. Interconnection wiring diagrams showing all external connections required; with field wiring terminals marked in a consistent point-to-point manner.
- g. Manufacturer's installation instructions

#### 1.4 **WARRANTY**

Shall be provided for all products against defects in materials and workmanship for a two-year period from the start-up date. Warranty shall cover 100% parts and labor and no deductible shall apply.

#### 1.5 **SINGLE SUPPLIER**

The installer/supplier shall be the manufacturer's authorized distributor/dealer, who shall provide complete installation, initial start-up services, conduct field acceptance testing, and warranty service. The supplier shall have 24-hour service availability and factory-trained service technicians authorized to perform warranty service on all products provided.

#### 1.6 **MANUALS**

Three (3) sets operators, technical repair, and parts manuals shall be provided for all system equipment. The manuals shall include outline, interconnection, wiring, and control drawings accurately describing the equipment provided. Repair manuals shall provide complete engine, generator and transfer switch troubleshooting and repair.

### 2.0 **PRODUCTS**

#### 2.1 **STANDBY GENERATOR SET**

Generator set ratings: 230 kW, 277/480 volt, 3 phase, 4 wire, 60 hertz, @ 1800 RPM, for operation on diesel fuel

Site Conditions: Altitude 550 ft + -.

Ambient temperatures up to 104 degrees F.

**Engine must be certified to US EPA Non-road Source Emission Standards, 40 CFR 89, Tier 3 emissions.**

##### 2.1.1 Prototype Tests and Evaluation:

Prototype tests shall have been performed on a complete and functional unit, component level type tests will not substitute for this requirement.

##### 2.1.2 Performance:

Voltage regulation shall be +/- 0.5 percent for any constant load between no load and rated load.

Frequency regulation shall be isochronous from steady state no load to steady state rated load. Random frequency variation with any steady load from no load to full load shall not exceed plus or minus 0.25%.

The diesel engine-generator set shall be capable of single step load pick up of 100% nameplate kW and power factor, less applicable de-rating factors, with the engine-generator set at operating temperature.

Motor starting capability shall be a minimum of 920 kVA. The generator set shall be capable of sustaining a minimum of 90% of rated no load voltage with the specified kVA load at near zero power factor applied to the generator set.

#### 2.1.3 Engine:

**The engine shall be certified to Tier 3 EPA Emissions Standards.** The engine shall be diesel, 4 cycle combustion engine, radiator and fan cooled. Minimum 6 cylinders. The horsepower rating of the engine at its minimum tolerance level shall be sufficient to drive the alternator and all connected accessories. Engine accessories and features shall include:

- a. Skid-mounted radiator and cooling system rated for full load operation in 126 degrees F (52 degrees C) ambient as measured at the generator air inlet. Radiator shall be provided with a duct adapter flange. The cooling system shall be filled with a coolant type and mixture that is recommended by the engine builder. Rotating parts shall be guarded against accidental contact per OSHA and other requirements.
- b. An electric starter(s) capable of three (3) complete cranking cycles without overheating.
- c. Positive displacement, mechanical, full pressure, lubrication oil pump.
- d. Full flow lubrication oil filters with replaceable "spin-on" style elements and dipstick oil level indicator.
- e. An engine driven, mechanical, positive displacement fuel pump. Fuel filter with replaceable "spin-on" style element.
- f. Replaceable dry element air cleaner.
- g. Flexible supply and return fuel lines.
- h. Engine mounted battery charging alternator, 100 ampere minimum, and solid-state voltage regulator.

#### 2.1.4 AC Generator:

The AC generator shall be; synchronous, four pole, 2/3 pitch, revolving field, drip-proof construction, single prelubricated sealed bearing, air cooled by a direct drive centrifugal blower fan, and directly connected to the engine with flexible drive disc. All insulation system components shall meet NEMA MG1 temperature limits for Class H insulation system.

A permanent magnet generator (PMG) shall be included to provide a reliable source of excitation power for optimum motor starting and short circuit performance. The PMG and controls shall be capable of sustaining and regulating current supplied to a single phase or three phase fault at approximately 300% of rated current for not more than 10 seconds. The generator shall be capable of delivering rated output 920 (kVA) at rated frequency and power factor, at any voltage not more than 5 percent above or below rated voltage.

#### 2.1.5 Generator Set Control:

The generator set shall be provided with a microprocessor-based control system that is designed to provide automatic starting, monitoring, and control functions for the generator set. The control system shall also be designed to allow local monitoring and control of the generator. The control shall be mounted on the generator set.

The generator set mounted control shall include the following features and functions:

##### Control Switches:

- a. Mode Select Switch. The mode select switch shall initiate the following control modes. When in the RUN or Manual position the generator set shall start, and accelerate to rated speed and voltage as directed by the operator. In the OFF position the generator set shall immediately stop, bypassing all time delays. In the AUTO position the generator set shall be ready to accept a signal from a remote device to start and accelerate to rated speed and voltage.
- b. Emergency Stop Switch. Switch shall be Red "mushroom-head" push-button. Depressing the emergency stop switch shall cause the generator set to immediately shut down, and be locked out from automatic restarting.
- c. Reset Switch. The reset switch shall be used to clear a fault and allow restarting the generator set after it has shut down for any fault condition.
- d. Panel Lamp Switch. Depressing the panel lamp switch shall cause the entire panel to be lighted with DC control power. The panel lamps shall automatically be switched off 10 minutes after the switch is depressed, or after the switch is depressed a second time.

The control shutdown fault conditions shall be configurable for fault bypass.

##### Engine Status Monitoring:

The following information shall be available from a digital status panel on the generator set control :

- a. Engine oil pressure (psi or kPA)
- b. Engine coolant temperature (degrees F or C)
- c. Engine oil temperature (degrees F or C)
- d. Engine speed (rpm)
- e. Number of hours of operation (hours)

- f. Number of start attempts
- g. Battery voltage (DC volts)

The control system shall also incorporate a data logging and display provision to allow logging of the last 10 warning or shutdown indications on the generator set, as well as total time of operation at various loads, as a percent of the standby rating of the generator set.

Engine Control Functions:

- a. The control system provided shall include a cycle cranking system, which allows for user selected crank time, rest time, and # of cycles. Initial settings shall be for 3 cranking periods of 15 seconds each, with 15-second rest period between cranking periods.
- b. The control system shall include an idle mode control, which allows the engine to run in idle mode in the RUN position only. In this mode, the alternator excitation system shall be disabled.
- c. The control system shall include an engine governor control, which functions to provide steady state frequency regulation as noted elsewhere in this specification. The governor control shall include adjustments for gain, damping, and a ramping function to control engine speed and limit exhaust smoke while the unit is starting.
- d. The control system shall include time delay start (adjustable 0-300 seconds) and time delay stop (adjustable 0-600 seconds) functions.
- e. The control system shall include sender failure monitoring logic for speed sensing, oil pressure, and engine temperature, which is capable of discriminating between failed sender or wiring components, and an actual failure condition.

Alternator Control Functions:

The generator set shall include a full wave rectified automatic digital voltage regulation system that is matched and prototype tested by the engine manufacturer with the governing system provided. It shall be immune from misoperation due to load-induced voltage waveform distortion and provide a pulse width modulated output to the alternator exciter. The voltage regulation system shall be equipped with three-phase RMS sensing and shall control buildup of AC generator voltage to provide a linear rise and limit overshoot. The system shall include a torque-matching characteristic, which shall reduce output voltage in proportion to frequency below an adjustable frequency threshold. Torque matching characteristic shall be adjustable for roll-off frequency and rate, and be capable of being curve-matched to the engine torque curve with adjustments in the field. The voltage regulator shall include adjustments for gain, damping, and frequency roll-off. Adjustments shall be broad range, and made via digital raise-lower switches, with an alphanumeric LED readout to indicate setting level. Rotary potentiometers for system adjustments are not acceptable.

Controls shall be provided to monitor the output current of the generator set and initiate an alarm (over current warning) when load current exceeds 110% of the rated current of the generator set on any phase for more than 60 seconds.

The controls shall shut down and lock out the generator set when output current level approaches the thermal damage point of the alternator (over current shutdown). The protective functions provided shall be in compliance to the requirements of NFPA70 article 445.

Controls shall be provided to individually monitor all three phases of the output current for short circuit conditions. The control/protection system shall monitor the current level and voltage. The controls shall shut down and lock out the generator set when output current level approaches the thermal damage point of the alternator (short circuit shutdown). The protective functions provided shall be in compliance to the requirements of NFPA70 article 445.

Controls shall be provided to monitor the KW load on the generator set, and initiate an alarm condition (over load) when total load on the generator set exceeds the generator set rating for in excess of 5 seconds. Controls shall include a load shed control, to operate a set of dry contacts (for use in shedding customer load devices) when the generator set is overloaded.

An AC over/under voltage monitoring system that responds only to true RMS voltage conditions shall be provided. The system shall initiate shutdown of the generator set when alternator output voltage exceeds 110% of the operator-set voltage level for more than 10 seconds, or with no intentional delay when voltage exceeds 130%. Under voltage shutdown shall occur when the output voltage of the alternator is less than 85% for more than 10 seconds.

#### 2.1.6 Base

The engine-generator set shall be mounted on a heavy duty steel base to maintain alignment between components. The base shall incorporate a battery tray with hold-down clamps within the rails.

#### 2.1.7 Generator Set Auxiliary Equipment and Accessories

##### 2.1.7.1 Water Jacket Heater

Engine mounted, thermostatically controlled, water jacket heater for each engine. The heater shall be 1500W heater thermostatically controlled to 100 degrees F with 12 foot cord. Contractor shall provide proper power circuits for the heater as required for the voltage and load of the heater, connected to a normally served distribution circuit.

- 2.1.7.3 Exhaust Silencer  
Exhaust muffler shall be provided for each engine, size and type as recommended by the generator set manufacturer. The mufflers shall be super critical grade. Exhaust system shall be installed prior to shipment by the manufacturer. Silencer shall be inside the housing, Silencers on the enclosure roof are NOT Acceptable.
- 2.1.7.4 Starting and Control Batteries  
Starting battery, lead acid type, 12 volt DC with battery rack, cables and connectors.
- 2.1.7.5 Battery Charger  
10 AMP. Shipped loose, to be installed by contractor.
- 2.1.7.6 Generator Set Main Circuit Breaker  
Generator main circuit breaker: set-mounted and wired, UL listed, molded case type with electronic trip unit, rated at 400 amps, 3 pole, 600 volts. Submittals shall demonstrate that the circuit breaker provides proper protection for the alternator by a comparison of the trip characteristic of the breaker with the thermal damage characteristic of the alternator. Field circuit breakers shall not be acceptable for generator overcurrent protection.
- 2.1.7.7 Enclosure  
The generator set housing shall be provided factory-assembled to generator set base and radiator cowling. **The maximum sound level shall be 89 dBA @ 23' while under full load of the complete enclosure and generator set.** Housing shall provide ample airflow for generator set operation. The housing shall have hinged side-access doors. All doors shall be lockable. All sheet metal shall be primed for corrosion protection and finish painted using an E-Coat Paint process with the manufacturer's standard color, standard painting systems are NOT acceptable. Provide oil and coolant drain extension with shut off valve to the exterior of the enclosure. The sound attenuated enclosure shall include a control panel viewing window. Enclosure must be built to withstand all outside exposure to weather and animals.
- 2.1.7.8 UL Listed Basetank  
Provide a double wall, UL Listed basetank of 1310 gallons, 72 hours of operation at 100% load. Low fuel level & leak detection switches shall be provided and wired to generator control panel.
- 2.2 ***AUTOMATIC TRANSFER SWITCH***  
Provide for generator to utility application a UL Listed transfer switch. Ratings shall be as follows: OTEC, rated 600 amps, 3 pole, 480 volt, 3 phase, 60Hz, 4 wire, NEMA 1 enclosure.

- 2.2.1 Withstand Rating  
Transfer switch equipment shall have withstand and closing ratings (WCR) in RMS symmetrical amperes of 65,000 @ 600V.
- 2.2.2 Transfer Control Panel  
Panel shall include control mode status indicators.  
Switch position lights.  
Source available lights.
- 2.2.3 Time Delays  
Adjustable undervoltage sensors with dropout time delay.
- 2.2.4 Programmed Transition  
The transfer switch shall be configurable to control the operation time from source to source. The control system shall be capable of enabling or disabling this feature, and adjusting the time period to a specific value.
- 2.2.5 Auxiliary Contacts  
Provide two (2) mainshaft auxiliary contacts.
- 2.2.6 Plant Exerciser  
With load selector switch.
- 2.2.7 Neutral bar

### **3.0 EXECUTION**

#### **3.1 DELIVERY**

The generator shall be delivered and set in place (To include crane rigging to set in courtyard and on concrete pad) on the town provided concrete pad.  
Secure generator to concrete pad. 110-115 volt wiring at generator for engine heater and charger.

#### **3.2 INSTALLATION**

Equipment shall be installed by the contractor in accordance with final submittals and contract documents. Installation shall comply with applicable state and local codes as required by the authority having jurisdiction. Install equipment in accordance with manufacturer's instructions and instructions included in the listing or labeling of UL listed products. Equipment shall be initially started and operated by representatives of the manufacturer.

### 3.3 ***FACTORY TESTS***

Equipment supplied shall be fully tested at the factory for function and performance. Generator set factory tests on the equipment shall be performed at rated load and rated PF. Generator sets that have not been factory tested at rated PF will not be acceptable. Tests shall include: run at full load, maximum power, voltage regulation, transient and steady-state governing, single step load pickup, and function of safety shutdowns.

### 3.4 ***ON-SITE ACCEPTANCE TEST***

The complete installation shall be tested for compliance with the specification following completion of all site work. Testing shall be conducted by representatives of the manufacturer, with required fuel supplied by the owner.

Installation acceptance tests to be conducted on-site shall include a "cold start" test using building load.

## 4.0 **INSTALLATION**

- a. Procure Electrical Permits
- b. Locate generator on Contractor provided concrete pad near electrical room
- c. Install power and control conduits from generator to the building, core conduit holes into the building
- d. Install power and control conduits inside generator room to new ATS
- e. Install new ATS, conduits, and copper feeders from generator to transfer switch.
- f. Set and bolt generator to concrete pad
- g. Install battery and wire battery charger
- h. Wire 120V power to enclosure for block heater
- i. Offer assistance during start up and load testing by generator distributor.
- J. Install new 600 amp automatic transfer switch, power from main switchboard to transfer switch and power from generator to transfer switch. Power from transfer switch to feed a distribution panel is not included in this bid and shall remain the Town of Vernon's responsibility.
- k. Option out: (To install any needed subpanels and electrical to complete connections to main electrical)

**One (1) new Cummins/Onan model 230DSHAD rated at 230 kW, 277/480 volt, 3 phase, 4 wire, 60 hertz, 1800 RPM, for operation on diesel fuel.**

**Package to include the following:**

- EPA Tier 3 Emissions Certified Engine
- UL2200 Listing
- Engine starting batteries - lead acid type
- Battery racks and cables
- Battery charging alternator
- Battery Charger, 10A, 12VDC, shipped loose
- Critical exhaust silencer, Mounted within Steel Sound Attenuated Enclosure

- Stainless steel exhaust flex
- Engine jacket water heater
- Engine mounted radiator and fan with duct flange
- Vibration isolators
- Structural steel base rails
- 105 degree C Rise Alternator
- 920 Motor Starting kVA

UL 508 listed Control Panel featuring a microprocessor based digital control system with the following:

- Digital display panel
- Cyclic cranking control, adjustable
- Idle mode control
- Self diagnostics with LED's for self test
- Separate control interface box
- Run-off-auto switch
- Emergency stop switch
- Reset switch
- Menu switch
- Voltmeter/ammeter phase selector switch
- Panel lights with 10 minute auto switch
- Digital AC voltage line to line
- Digital AC current by phase
- Digital AC kilowatts
- Digital AC kilowatt hours
- Digital AC power factor
- Digital engine oil pressure
- Digital engine coolant temperature
- Digital engine oil temperature
- Digital engine RPM (tachometer)
- Digital DC battery voltage
- Digital engine starts counter
- Digital engine running hours
- Low oil pressure shutdown and pre-alarm
- High engine temperature shutdown and pre-alarm
- Low coolant level shutdown
- Overspeed shutdown
- Fail to crank shutdown
- Overcrank shutdown
- Oil pressure sender failure warning
- Water temperature sender failure warning
- Alternator overcurrent warning
- Low engine temperature warning
- Engine overload warning with load shed

- Low fuel level warning
- Low battery voltage warning
- High battery voltage warning
- Weak battery warning
- Four (4) customer selected shutdowns or warnings
- Over and under AC voltage shutdown
- Under frequency shutdown
- Genset Status Relays
- Generator mainline circuit breaker, 400 Amps
- Isochronous electronic governor
- Low Coolant Level Shutdown
- Oil & Coolant Drains
- PMG Excitation
- Steel Sound Attenuated Enclosure, Level 1 (89 dBA @ 23')
- Double Wall, UL Listed Basetank, 1310 gallons, 72 hours of operation at 100% load, with conduit stub up area, low fuel, and leak detection alarms
- Flexible fuel lines
- Two year standby warranty
- Lube oil and antifreeze
- Factory & Field Test
- Start Up

**One (1) new Cummins/Onan Automatic Transfer Switch, type OTEC, rated 600 amps, 3 pole, 480 volts, 3 phase, 60 Hz, NEMA 1 enclosure, including the following:**

- Adjustable undervoltage sensors with dropout time delay
- Start contacts
- Control mode status indicators
- Adjustable solid state time delays
- Neutral bar
- Plant exerciser with load selector switch
- Switch position lights
- Source available lights
- Two (2) mainshaft auxiliary contacts

**TOWN OF VERNON**

**CONTRACT #984-06/09/11**

**FURNISHING ONE (1) NEW 230KW GENERATOR,  
AUTOMATIC TRANSFER SWITCH AND INSTALLATION TO THE  
VERNON CENTER MIDDLE SCHOOL**

**PROPOSAL**

TO: Town of Vernon  
14 Park Place  
Vernon, CT 06066

Sirs:

THE UNDERSIGNED HEREBY DECLARES that:

A. No person or persons other than those named herein are interested in this Proposal or in the Contract proposed to be taken; that it is made without any connection with any other person or persons making any proposal for the same work, and is in all respects fair and without collusion or fraud; that no person acting for or employed by the Town of Vernon (the Town) 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 has read the information contained herein relating to the work;

C. That in the event a Contract, as contemplated by this Proposal, is awarded to him, he will enter into a written Contract with the Town, and agrees that in case he fails to do so, the Town may determine that the bidder has abandoned the Contract, and thereupon the acceptance of this Proposal and the award shall be null and void, and that the proposal guarantee may be forfeited in whole or in part to the Town as the Town may determine, and he will, by such Contract, agree to furnish all materials herein required, within the time stipulated by the Town, will perform all services and will assume all liabilities and obligations connected therewith, all in accordance with the Contract, Specifications, and Instructions to Bidders, all of which are made a part hereof, and will accept in full payment therefor the following sums, to wit:

**BID PROPOSAL**

The undersigned representative of \_\_\_\_\_  
hereby submits the following bid proposal on the equipment and/or work as specified:

1. One (1) new 230KW generator, automatic transfer switch and installation to supply emergency power for the Town of Vernon Emergency Shelter at the Vernon Center Middle School

\$ \_\_\_\_\_

\_\_\_\_\_ Dollars

2. Bidder shall submit the name, address, contact person and phone number of at least five (5) installations in the Northeastern United States within the last three years.

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

4) \_\_\_\_\_

5) \_\_\_\_\_

3. The undersigned declares that the signer of this proposal is:

(a) INDIVIDUAL doing business as

(b) PARTNERSHIP doing business as

(c) 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 offices of a corporation will be submitted upon request.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Firm Name

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

\_\_\_\_\_  
Print City, State and Zip Code

\_\_\_\_\_  
Contact Name

\_\_\_\_\_  
Area Code and Telephone Number

\_\_\_\_\_  
Area Code and Telecopier (Fax) Number

I, \_\_\_\_\_, hereby certify that I do not hold any executive or appointive office in the government of the Town of Vernon; furthermore, I do not anticipate holding or seeking office in the Town of Vernon for the duration of this contract. I further certify that the firm, which I represent, as named above, is an Equal Opportunity Employer.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**TOWN OF VERNON**

**CONTRACT #984-06/09/11**

**FURNISHING ONE (1) NEW 230KW GENERATOR,  
AUTOMATIC TRANSFER SWITCH AND INSTALLATION TO THE  
VERNON CENTER MIDDLE SCHOOL**

**CONTRACT**

This agreement, made and concluded by and between the Town of Vernon, a Municipal corporation organized and existing under the laws of the State of Connecticut, acting herein by its Town Administrator duly authorized, hereinafter designated the "Town" and \_\_\_\_\_ (being the party named in the attached copy of the proposal) hereinafter designated the "Contractor".

A. WITNESSETH, That said Contractor has agreed, and by these presents does for his, their, or its heirs, executors, administrators, successors, and assigns covenant, promise and agree to and with the said Town, for the consideration hereinafter mentioned and contained, and under the penalty expressed in bonds hereunto annexed, that the said Contractor shall and will, at his, its, or their own proper charge, cost and expense furnish all materials in accordance with this contract and the specifications which are a part hereof, viz.;

**FURNISHING ONE (1) NEW 230KW GENERATOR AND AUTOMATIC TRANSFER SWITCH TO THE VERNON CENTER MIDDLE SCHOOL**

all to be in accordance with the terms of the proposal for said material submitted to the Town Administrator of the Town, and made part of this contract.

B. TOWN ADMINISTRATOR TO BE JUDGE. The Town Administrator of the Town and his duly authorized representatives, hereinafter referred to as the "Administrator" shall be judge of the character, nature and fitness of all the materials furnished under this contract.

C. (1) CONTRACTOR RESPONSIBLE FOR WHOLE WORK. The Contractor shall be responsible for the entire work until its final acceptance, and any unfaithful or imperfect work or defective material that may be discovered at any time before said final acceptance shall be immediately corrected or removed by said Contractor on requirement of the Administrator.

(2) DEFECTS IN MATERIAL. In the case the nature of the defect(s) is such that it is not expedient to have them corrected, the Administrator shall have the right to deduct from the amount due the Contractor on the final settlement of the accounts such sum of money as he considers a proper equivalent for the difference between the value of the materials specified and that furnished, or a proper equivalent for the damage.

(3) PARTIAL PAYMENT NOT ACCEPTANCE. It is also agreed that this is an entire contract for one whole and complete work, and that no partial payments on account by the Town, nor the presence of the Administrator or inspectors, or their supervision or inspection of work or materials, shall constitute an acceptance of any part of the work before its entire completion and final acceptance.

D. (1) COMMENCEMENT AND COMPLETION OF WORK. The Contractor shall furnish the material contracted for within the time stated therefore in the specifications for this work.

(2) EXTENSION OF TIME. If the Contractor is delayed in the prosecution or completion of the work by or on account of any act or omission of the Town, or by strikes or causes beyond control of the Contractor, he shall be entitled to such reasonable extension of time for the completion of the work as may be decided upon by the Administrator, provided, however, that no claim for an extension of time for any reason shall be allowed, unless, within three days after such delay occurs, notice in writing of the fact of said delay, its causes, and the extension claimed, shall be given by the Contractor to the Administrator.

(3) TIME LIMITS. All time limits stated in the Contract Documents are of the essence of the Contract.

E. (1) CONTRACTOR'S DUTIES AND LIABILITIES. The Contractor shall comply with all local, state and national laws and regulations, and with all Town ordinances in the prosecution of the work, and shall secure all necessary permits and licenses.

(2) CONTRACTOR LIABLE FOR DAMAGES.

a. The Contractor shall indemnify and save harmless the Town, its officer, agents and servants against and from all damages, costs and expenses which they or any of them may suffer by, from or out of any and all claims for payment for materials or labor used or employed in the execution of this contract, and also for injuries or damages received or sustained to person or property, or both, in consequence of or resulting from any work performed by said Contractor, or of or from any negligence in guarding said work, or of or from any act or omission of said Contractor, and said Contractor shall also indemnify and save harmless said Town from all claims under the Workmen's Compensation Act arising under or out of this contract.

b. Employees' Compensation Insurance shall be as provided by Connecticut law and custom.

c. See specifications for required types of insurance.

d. Sub-contractors must be protected by insurance the same as the principal contractor.

e. It is agreed between the parties hereto that the amount of insurance set forth above does not in any way limit the liability of the Contractor to the Town by virtue of his promise to hold the Town harmless so that in the event that any claim results in a settlement or judgement in any amount above said limits, the Contractor shall be personally liable to the Town for the difference.

f. Certificates of the insurance company or companies, must be submitted to the Administrator before the Contractor starts work. Should any insurance expire or be terminated during the period in which the same is required by this contract, the Administrator shall be notified thirty (30) days in advance and such expired or terminated insurance must be replaced with new insurance and a new certificate furnished to the Administrator.

g. Failure to provide the required insurance and certificates may, at the option of the Town, be held to be a willful violation of this Contract.

(3) PATENTS. The Contractor shall defend any suits or proceedings brought against the Town for alleged infringements of patents by or by reason of any material furnished under this contract, and shall pay any damages or costs that may be awarded against the Town as a result of such suits, free of all expense to the Town.

F. AVOIDANCE OF CONTRACT. If this Contract shall be assigned without the written consent of the Administrator, or if at any time the Administrator shall be of the opinion that the work on said material is necessarily or unreasonably delayed, or that the Contractor is willfully violating any of the conditions or agreements of this contract, or that the progress of the work is, in his opinion, being so delayed that said material cannot be supplied within the required time, the Administrator may give written notice, postage prepaid, to the Contractor, at his business address, to that effect. If the Contractor shall not, within ten days after the mailing of such notice, take appropriate measures, in the judgement of the Administrator, to insure the satisfactory completion of the work, he may notify the Contractor in writing, to discontinue all work on said material under this contract; and it is hereby agreed that the Contractor shall thereupon at once stop work and cease to have the right or claim to possession of the material; and the Town may, by means of such other agents or contractors as shall to it seem advisable, complete the work herein described, or such part thereof as it may deem necessary, and may take possession of and use such materials, except as otherwise provided. The Contractor shall not remove any portion of the materials after receiving such notice as aforesaid. And said Town is hereby authorized and empowered to apply sums of money due or to become due to said Contractor under this Contract by way of reduction in damages, and as part payment of such additional expense incurred by the Town as aforesaid.

G. (1) PAYMENTS. The Town will pay and the Contractor will receive, as full compensation for furnishing such materials, the amount stated in the proposal, or the sums of money computed at the several unit prices stated in the proposal submitted by the Contractor to the Administrator. A copy of the proposal is made a part of this Contract. The Town may make such deductions from these sums as are provided for in this Contract.

(2) FINAL COMPLETION AND FINAL PAYMENT. Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of Final Application for Payment, the Administrator will promptly make such inspection and, when he finds the work acceptable under the Contract Documents and the contract fully performed, he will promptly issue a final Certificate of Payment stating that to the best of his knowledge, information and belief, and on the basis of his observations and inspections, the work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor, and noted in said final Certificate, is due and payable. The Administrator's final Certificate for Payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth herein had been fulfilled.

The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment

(3) NO INTEREST TO BE PAID. No interest is to be allowed or paid by the Town upon any monies retained under the provisions of this contract.

H. CONTENTS OF CONTRACT. The information for bidders, the proposal, the specifications, together with special provisions following herewith, and the bond and any and all additions which may be inserted or attached to any, or all of the sections as listed above, together with the drawings named in the information for bidders are made a part of this Contract.

I. AUTHORITY AND DUTIES OF INSPECTOR. An Inspector is a representative (but not a duly authorized representative as referred to in Article B of this Contract) of the Administrator assigned to make any and all necessary inspections of the work performed and materials furnished by the Contractor. Inspectors shall be authorized to inspect all work done on materials furnished. Such inspection may extend to all or any part of the work and to the preparation of the materials to be used. In case of dispute arising between the Contractor and the Inspector as to materials furnished or the manner of performing the work, the Inspector shall have the authority to reject material or suspend the work until the question at issue can be referred to and decided by the Administrator. The Inspector shall not be authorized to revoke, alter, enlarge, relax or release any requirements of the specifications nor to approve or accept any portion of the work, nor to issue instruction contrary to the plans and specifications. The Inspector shall not act as foreman or perform other duties of the Contractor nor interfere with the management of the work by the Contractor. Any advice which the Inspector may give the Contractor shall in no way be construed as binding the Administrator of the Town in any way nor releasing the Contractor from the fulfillment of the terms of the Contract.

J. FAIR EMPLOYMENT PRACTICES. The Contractor hereby agrees that neither he nor his subcontractors will refuse to hire or employ or to bar or to discharge from employment an individual or to discriminate against him in compensation or in terms, condition or privilege of

employment because of race, color, religious creed, age, sex, national origin or ancestry, except in the case of bona fide occupational qualification or need.

The Contractor further agrees that neither he nor his subcontractors will discharge, expel or otherwise discriminate against any person because he has opposed any unfair employment practice or because he has filed a complaint or testify or assisted in any proceeding under Section 31-127 of the Connecticut General Statutes. The advertisement of employment opportunities will be carried out in such manner as not to restrict such employment so as to discriminate against individuals because of their race, color, religious creed, age, sex, national origin or ancestry, except in the case of a bona fide occupational qualification or need.

The terms stated above are taken from Section 31-126 of the Connecticut General Statutes, "Unfair Employment Practices".

K. LAWS AND JURISDICTION. The parties hereto agree that this contract is subject to the laws and jurisdiction of the State of Connecticut.

L. COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986. The Contractor hereby agrees that he is aware of and has complied with the hiring and documentation requirements of the Immigration Reform and Control Act of 1986.

The Contractor agrees that it has asked for and examined documentation in order to verify the legal employability of its employees and has executed the appropriate forms attesting thereto pursuant to the Act.

The Contractor further agrees to indemnify and hold the Town harmless from any costs and/or penalties incurred, including but not limited to fines, attorney's fees and costs arising from a claim of violation of said Act.

M. DISPUTES. The parties agree that any dispute will be submitted to the Superior Court, Judicial District of Tolland, at Rockville, Connecticut.

O. ANTI-TRUST PROVISIONS. The Contractor or Subcontractor offers and agrees to assign to the Town all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. Section 15, or under Chapter 624 of the General Statutes of Connecticut, arising out of the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract. This assignment shall be made and become effective at the time the Town awards or accepts such contract, without further acknowledgement by the parties.

IN WITNESS WHEREOF, the parties hereto set their hands and seal this

\_\_\_\_\_ day of \_\_\_\_\_, 2011.

Signed in the presence of:

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

THE TOWN OF VERNON:

By: \_\_\_\_\_

John Ward

Town Administrator

Signed in the presence of:

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

By: \_\_\_\_\_

Name:

Title: