Town of West Hartford, Connecticut
Department of Financial Services Purchasing Services Division
50 South Main Street, West Hartford, CT 06107-2431

# INVITATION TO BID

| Bid No. | Opening Date | Opening Time | ☒ Formal Bid ☐ Informal Bid | THIS IS NOT AN ORDER |
|---|---|---|---|---|
| 6217F | August 4, 2011 | 2:00 PM | | |

This **INVITATION TO BID** form, with your response on it, must be received by the Purchasing Services Division, at the above address, prior to the bid opening at the time and date shown above. Bids must contain an original signature and must be submitted in a sealed envelope. All bid envelopes must indicate the bid number, time and opening date. At the designated time, all bids will be publicly opened and read. **THIS IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED AS WELL AS ALL ATTACHED SPECIFICATION SHEETS AND DRAWINGS.**

| Department: Registrar of Voters | Division: | Required Delivery Date | Requisition No.: |
|---|---|---|---|
| Shipping Destination: 975 Main Street, West Hartford, CT 06107 | | | |

| DESCRIPTION | UNIT PRICE | TOTAL |
|---|---|---|
| Bids will be accepted for the moving of voting machine cabinets from Town storage at 975 Main Street, West Hartford, Connecticut to various* polling locations within the Town of West Hartford and returning all machines to storage after the election per the attached specifications dated Thursday, July 14, 2011.<br><br>Insurance requirements per the attached insurance exhibit. | | |
| | TOTAL $ | |

**We hereby agree to furnish and invoice above listed materials or services, delivered or performed in accordance with your specifications, requirements and terms as specified herein at prices specified above.**

Bidders are encouraged to attend the Town's bid opening at which time the public is afforded an opportunity to record bid prices received in response to the Town's solicitation. Bidders who would like the results of the bid but are unable to attend the bid opening, may check the Town website, http://west-hartford.com/TownServices/TownDepartments/FinancialServices/BidResults.htm a week after the bid opening date. Bidders calling the Purchasing Office for bid results will be referred to the above procedure. The bidder agrees that by affixing their signature to this request for bids, the authorized signatory grants approval to the Town Of West Hartford to obtain third party credit reports for the purpose of assessing the financial capacity of the business entity tendering such bid to the Town.

| Delivery Date | Shipment via | FEIN #/Tax ID | Terms % DAYS |
|---|---|---|---|
| | | | |

| Vendor Name | Address | City, State, Zip |
|---|---|---|
| | | |

| Telephone | Fax No | Authorized Signature | Printed Name | Title |
|---|---|---|---|---|
| | | | | |

**NOTE: Failure to affix an authorized signature to this form will result in rejection of the bid.**

TOWN OF WEST HARTFORD
Specifications for
MOVING OF VOTING MACHINE CABINETS
Bid # 6217F
July 14, 2011

Bids will be accepted for the moving of voting machine cabinets from Town storage at 975 Main Street, West Hartford, Connecticut to various* polling locations within the Town of West Hartford and returning all machines to storage after the election.

Contract Term and Termination

The contract term shall commence October 1, 2011 and shall terminate December 31, 2014. The contract may be renewed for up to two (2) optional periods January 1, 2015 through December 31, 2015 and January 1, 2016 thru December 31, 2016 upon mutual agreement of both parties and at the same prices, terms and conditions of the original bid. However, the Town reserves the right to terminate any contract pursuant to this solicitation for cause or convenience at anytime.

Voting Machine Cabinet Description

Election Works brand voting machine cabinets shall be moved during municipal, state, and federal elections. The dimensions are 68 ½" H x 66 ½" W x 28 ½" D. The cabinets are constructed of steel with heavy duty casters.

All cabinets are numbered to ensure that designated cabinets will be delivered to the appropriate address that they are designated for. This information will be provided to the contractor prior to commencement of services.

Service Requirements

The contractor shall perform services pursuant to a verbal request by the town's Registrar of Voters issued to the contractor at least fourteen (14) calendar days prior to a service event. (See Exhibit A)

The mover must be available for emergency moving calls on Election Day. The mover will be expected to be on call during voting hours which are 6:00 a.m. to 8:00 p.m.

All cabinets must be returned the day after elections to 975 Main Street storage site.

Along with the machines to be moved, the awarded vendor shall move three identification signs to each polling place-I.E. two "75 foot" markers and one Precinct-District sign.

Town personnel will identify the exact location for voting machine cabinets at each polling site.

Moving events will be coordinated by the Registrar of Voters.

TOWN OF WEST HARTFORD
Specifications for
MOVING OF VOTING MACHINE CABINETS
Bid # 6217F
July 14, 2011

Special Requirements

The contractor shall be responsible to provide ramping if necessary. No additional compensation will be given to the contractor if ramping is required. Bidders are required to familiarize themselves with conditions at each site.

Voting machine cabinets contain specialized items of equipment and must be properly handled / strapped during transport or otherwise prepared according to the standards of the industry under the supervision of experienced personnel so as to ensure their safe transportation and delivery. There shall be two (2) enclosed moving trucks with one (1) driver and two (2) helpers per truck. Both crews shall be onsite at 7:00 A.M. on the scheduled day of move. The moving trucks shall be a minimum of a 30 foot box truck and equipped with a hydraulic lift mechanism and equipped to move sensitive equipment.

Safety and Care

The drivers provided by the Contractor shall drive in a careful and prudent manner, exercising the highest degree of care at all times and must observe and comply with all the rules of the road and traffic regulations. The driver must provide service in accordance with all applicable State and Local Laws. With regard to all complaints, incidents, and/or accidents, the Town and/or its representatives(s) shall have the right to investigate said complaint, either independently or jointly with the Contractor. With regard to complaints relating to drivers, the Town may recommend, and the Contractor shall give due consideration to the Town's recommendation, that the driver discontinue providing services to the Town pursuant to the Contract.

The Contractor shall check each driver's Motor Vehicle and criminal record prior to hiring of and during the course of his/her employment and take appropriate remedial action.

Insurance

The contractor shall be required to maintain insurance in the types and amounts listed in the Insurance Exhibit. The contractor shall be responsible for correcting any damages to interior finishes at the various facilities as well as damages to the machines themselves.

Bid Submission and Award

The price bid shall be the price for a single service event inclusive of all labor, materials, equipment, vehicles, fuel and incidentals necessary. A unit price per move shall be stated for each of the yearly contract periods stated on the bid form and award will be based upon the lowest average price for the yearly periods as well as the bidder's qualifications and experience. Bidders must be able to demonstrate experience in moving sensitive electronic equipment to be considered for award. A list of references attached to the bid form must be completed to document such experience.

TOWN OF WEST HARTFORD
Specifications for
MOVING OF VOTING MACHINE CABINETS
Bid # 6217F
July 14, 2011
**BID FORM - EXHIBIT A**

**PERIOD I** **10/1/11 – 12/31/14**

# MOVING VOTING MACHINE CABINETS FOR ELECTIONS

***Notes:**

- Please be advised, the State determines legislative districts which determines local voting districts. Currently there are 20 polling locations. During the course of this contract this quantity may be reduced. Please provide pricing per location for round trip delivery.

- Price per cabinet includes moving cabinet from Town storage area to Polling places in Exhibit "A" and returning cabinet from Polling places back to Town storage area.

Additional items to be moved as needed:

| | |
|---|---|
| Extra Ballot Box (on casters) | $_____ each ballot box |
| Extra Privacy Booth (hand carry) | $_____ each privacy booth |

TOWN OF WEST HARTFORD
Specifications for
MOVING OF VOTING MACHINE CABINETS
Bid # 6217F
July 14, 2011

**BID FORMS – EXHIBIT A**

West Hartford Polling Places

| | **Location** | | | **Unit Price Year 1** | **Unit Price Year 2** | **Unit Price Year 3** |
|---|---|---|---|---|---|---|
| 1-1 | King Philip School | Foyer of Entrance | 100 King Philip Drive | $_____ | $_____ | $_____ |
| 1-2 | St. Mary Home | Auditorium | 291 Steele Road | $_____ | $_____ | $_____ |
| 2-1 | Whiting Lane School | Foyer of Entrance | 47 Whiting Lane | $_____ | $_____ | $_____ |
| 2-2 | St. John's Church | Hubbard Hall | South Highland Street | $_____ | $_____ | $_____ |
| 3-1 | West Hartford Health & Rehab Center | Recreation Room | 130 Loomis Drive | $_____ | $_____ | $_____ |
| 3-2 | Edward Morley School | Atrium | 77 Bretton Road | $_____ | $_____ | $_____ |
| 4-1 | Elmwood Community Center | Room 110 or Auditorium | 1106 New Britain Avenue | $_____ | $_____ | $_____ |
| 4-2 | Charter Oak School | Atrium | 425 Oakwood Avenue | $_____ | $_____ | $_____ |
| 5-1 | Webster Hill School | Gymnasium | 125 Webster Hill Boulevard | $_____ | $_____ | $_____ |
| 5-2 | West Hartford Town Hall | Auditorium | 50 South Main Street | $_____ | $_____ | $_____ |
| 6-1 | Wolcott School | Gym | 71 Wolcott Road | $_____ | $_____ | $_____ |
| 6-2 | Conard High School | Foyer of Gym | 110 Berkshire Road | $_____ | $_____ | $_____ |
| 7-1 | Norfeldt School | Auditorium | 35 Barksdale Road | $_____ | $_____ | $_____ |
| 7-2 | Hall High School | Career Center | 975 North Main Street | $_____ | $_____ | $_____ |
| 8-1 | American School for the Deaf | Gymnasium at rear of building | 139 North Main Street | $_____ | $_____ | $_____ |
| 8-2 | Bugbee School | Art Room | 1943 Asylum Avenue | $_____ | $_____ | $_____ |
| 9-1 | Louise Duffy School | Gymnasium | 95 Westminster Drive | $_____ | $_____ | $_____ |
| 9-2 | Sedgwick Middle School | Multi-Purpose Room | 128 Sedgwick Road | $_____ | $_____ | $_____ |
| 10-1 | Braeburn School | Cafeteria | 45 Braeburn Road | $_____ | $_____ | $_____ |
| 10-2 | Solomon Schechter School | Multi-Purpose Room/ Cafeteria | 26 Buena Vista Road | $_____ | $_____ | $_____ |
| | | | **Total Price:** | $_____ | $_____ | $_____ |

# INSURANCE EXHIBIT

## Minimum Scope and Limits of Insurance For All Contractors

**Commercial General Liability:**
$1,000,000 combined single limit per occurrence / $1,000,000 aggregate for premises/ operations, independent contractors' protective, products/ completed operations, contractual liability, personal injury and broad form property damage (including coverage for explosion, collapse and underground hazards). Contractor shall continue to provide products/ completed operations coverage for two (2) years after Final Completion of the Work.

.2 **Automobile Liability & Physical Damage:**
$ 1,000,000 combined single limit per occurrence for any auto, including statutory uninsured/underinsured motorists coverage and $1,000 medical payments. The policy shall include collision and comprehensive coverage for any auto used for purpose of this contract.

.3 **Workers' Compensation:**
COVERAGE A/Workers' Compensation: statutory limits as required by the Labor Code of the State of Connecticut or applicable to the Work to be performed with an Experience Modification Rate of 1.0 or less.

COVERAGE B/Employer's Liability: limits of $1,000,000 each accident, $1,000,000 disease/policy limit, $1,000,000 disease/each employee.

If the Contractor decides not to procure workers' compensation in accordance with Connecticut law, the Contractor agrees to comply with the Connecticut Workers' Compensation Act's (Act) requirements for withdrawing from the provisions of the Act, including, but not limited to, filing the appropriate notice of withdrawal with the commissioner. The Contractor is wholly responsible for taking the actions necessary to withdraw from the provisions of the Act. In lieu of procuring workers' compensation insurance and providing the Town with proof thereof, the Contractor agrees to hold the Town of West Hartford, the West Hartford Board of Education, their respective boards and commissions, officers, agents, officials, employees, servants, volunteers, contractors and representatives harmless from any and all suits, claims, and actions arising from personal injuries sustained by the Contractor or Contractor's employees during the course of the performance of this contract, however caused.

# INSURANCE EXHIBIT

.4 **Umbrella Liability:**
$2,000,000 per occurrence / $2,000,000 aggregate, following form.

.5 **Property:**
"All risk" property insurance on a replacement cost basis to cover portions of the Work stored on and off the site, in transit, or interior portion of buildings under construction from rain, sleet or snow, whether or not driven by wind, when the installation of the roof, walls and windows of such building has not been completed. The insurance shall cover the value of personal property belonging to the Contractor located on the Owner's property or worksite, while in use or in storage. The insurance shall include interests of the Owner, Contractor, their Subcontractors and Sub-subcontractors.

.6 **Contractor's Pollution Coverage:**
$3,000,000 per occurrence **project specific** limit / $3,000,000 aggregate, dedicated to Work performed under this contract only, unless otherwise approved by the Town's Risk Manager. **Policy must specifically include pollution coverage for bodily injury, property damage, cleanup costs, defense costs, contractual liability and completed operations for all Work performed by or on behalf of the Contractor under the contract (including but not limited to asbestos and lead abatement, drum removal and disposal, demolition, excavation, off-site incineration of soils etc.)** Contractor shall continue to provide completed operations coverage for two (2) years after Final Completion of the Work. Exclusions or limitations affecting Work performed must be deleted. Policy form must be "pay on behalf of" rather then "indemnity" and insurance company must have the "right and duty" to defend. Any "insured vs. insured" language must be amended to "named insured vs. named insured" or not apply to "additional insureds". The policy shall not contain any provision or definition that would serve to eliminate third party action over claims for employees of the Contractor. Policy shall state that insolvency or bankruptcy of the insured or the insured's estate will not relieve the insurance company of its obligations.

.7 **Hazardous Waste Transporter Coverage:**
Any Contractor transporting hazardous waste shall have automobile liability coverage written for not less than $1,000,000 per occurrence or as specified in the Motor Carrier Act of 1980, whichever coverage is greater. The pollution exclusion shall be amended to cover loading, unloading and transportation activities including hauling of waste from the project site to the final disposal location, and non-

owned disposal site endorsement (claims made) with scheduled landfill or provide evidence of insurance from disposal site operator. **Policy shall be endorsed to include the MCS-90 endorsement and the reimbursement provision of the MCS-90 endorsement will be borne by the Contractor.** The Contractor must submit to the Town a list of transfer and disposal sites to be used, along with all warranties, permits evidencing ability to accept the type of waste being delivered, and limits of financial responsibility, including closure/post closure bonds. Contractor must comply with all applicable D.O.T. and E.P.A. requirements.

.8 **Pollution Legal Liability:**
$3,000,000 each loss / $3,000,000 aggregate. The transporter who consolidates, transfers, stores or disposes of waste at any location, a sudden and non-sudden pollution legal liability policy must be provided for on-site and off-site bodily injury, property damage, cleanup costs, and defense costs for the location accepting the waste.

11.1.5 Additional Insured Endorsement:

**All liability policies (with the exception of Workers' Compensation) shall include the Town of West Hartford, the West Hartford Board of Education, and their respective officers, agents, officials, employees, volunteers, boards and commissions as an additional insured** with respect to liability arising out of or in connection with the activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner.

11.1.6 Acceptability of Insurers:

Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with a Best's rating of no less than A: VII, or otherwise deemed acceptable by the Town's Risk Manager.

11.1.7 Subcontractors:

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for Subcontractors shall be subject to all of the requirements stated herein.

# INSURANCE EXHIBIT

11.1.8 Waiver of Subrogation:

Contractor shall provide that all insurance policies include a waiver of subrogation clause that states that it is agreed that in no event shall the insurance company have any right of recovery against the Owner. When the Contractor is self-insured, it is agreed that in no event shall the Contractor have any right of recovery against the Owner.

11.1.9 Claims-Made Form:

If the insurance coverage is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the contract. The certificate of insurance shall state the retroactive date and that the coverage is claims-made. The Contractor shall maintain coverage for the duration of the contract and for the two (2) years following the completion of the contract. Evidence of such coverage shall be provided to the Owner thirty (30) days prior to each policy's expiration.

11.1.10 Aggregate Limits:

If a general aggregate is used, the general aggregate limit shall apply separately to the project. All aggregate limits must be declared to the Owner. It is agreed that the Contractor shall notify the Owner with reasonable promptness with information concerning the erosion of limits due to claims paid under the general aggregate during the contract term. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. The Contractor shall pay the premium.

11.1.11 Deductibles and Self-Insured Retentions:

Contractor must declare any deductibles or self-insured retentions to the Owner. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify.

11.1.12 Notice of Cancellation or Non-renewal:

For other than non-payment of premium, each insurance policy required by this exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Owner. Ten (10) days prior written notice shall be given for non-payment of premium.

11.1.13 Other Insurance Provisions:

# INSURANCE EXHIBIT

All liability policies required herein shall contain, or be endorsed to contain, the following provisions:

.1 The Contractor's insurance shall be primary with respect to the Owner. Any insurance or self-insurance maintained by the Owner shall be excess and non-contributory to the Contractor's insurance.

.2 The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought.

.3 Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the Owner.

11.1.14 Verification of Coverage:

.1 Contractors shall furnish to the Owner prior to the commencement of the Work certificates of insurance and copies of all endorsements for the insurance required by Subparagraph 11.1.1 and Subparagraph 11.1.4. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewal of expiring certificates shall be filed thirty (30) days prior to expiration. If any insurance coverage is required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Subparagraph 9.10.2. The Owner reserves the rights to require complete, certified copies of all required policies, at any time.

.2 One (1) copy of the certificate of insurance and one (1) copy of all endorsements shall be mailed to the Purchasing Division, and one (1) copy to the Risk Management Division, Town of West Hartford, 50 South Main Street, West Hartford, Connecticut 06107.

11.1.15 Failure to Purchase or Maintain Insurance:

.1 If the Contractor fails to purchase or maintain the required insurance specified by Article 11, the failure shall be treated as a default in Work. The Owner may (but shall not be obligated to) purchase such insurance on the Contractor's behalf and shall be entitled to be repaid for any premiums paid therefore by the Contractor in the manner set forth in Paragraph 2.4.

.2 If the Owner or the Contractor is damaged by failure of the Contractor to purchase or maintain insurance required under Article 11, the Contractor shall bear all reasonable costs including, but not

limited to, attorney's fees and costs of litigation, properly attributable thereto.

11.1.16 Additional Insurance:

If requested by the Owner after the date of the Owner-Contractor Agreement, the Contractor shall promptly procure, at the Owner's expense, insurance coverage in such amounts as the Owner may request coverage not listed in Subparagraph 11.1.4.

11.2 Owner's Insurance

11.2.1 The Owner shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims that may arise from operations under the contract.

11.2.2 The Owner shall be responsible for purchasing and maintaining Builder's risk "all risk" property insurance upon the Work installed at the site to the full insurable value, including boiler and machinery with the exception of the interior portion of the buildings under construction from rain, sleet or snow, whether or not driven by wind, when the installation of the roof, walls and windows of such buildings has not been completed. Any loss insured is to be adjusted and settled with the Owner and made payable to the Owner.

11.2.3 The Owner does not agree to waive any rights of subrogation, nor any rights of action against the Contractor, in connection with or arising out of any claims or damages which may arise from the operations under the contract.

11.4.3 Add new paragraph as follows:

The Contractor shall increase the principal amount of the performance and labor and materials payments bond(s) in direct proportion to any increase in the value of the Contract resulting from such change orders.

# INSTRUCTIONS TO BIDDERS

## ANTI DISCRIMINATION

The Contractor agrees and warrants that in the performance of this Contract it will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, age, marital status, ancestry, national origin, past history of mental disorder, mental retardation or physical disability or other basis in any manner prohibited by the laws of the United States, the State of Connecticut, or the Town of West Hartford.

## APPLICABLE LAW

The Contract pursuant to this solicitation shall be governed by, and the Town and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Connecticut, except as otherwise provided in such Contract or in laws pertaining specifically to the Town. This Contract shall be governed by the laws of the State of Connecticut, and suits pertaining to this contract shall be brought only in federal or state courts in the state of Connecticut.

## ASSIGNMENT - DELEGATION

No right or interest in the contract shall be assigned by the Contractor without prior written permission of the Town, and no delegation of any duty of Contractor shall be made without prior written permission of the Town's Purchasing Agent. The Town shall not unreasonably withhold approval and shall notify the Contractor of the Town's position within a reasonable period of time.

## AWARD OF CONTRACT

Award will be made to the lowest responsible qualified bidder.

A Bidder, if requested, must be prepared to present evidence of experience, ability, service facilities and financial standing necessary to meet satisfactorily the requirements set forth or implied in the bid.

The Purchasing Agent reserves the right to reject the bid of any bidder in default of any prior contract or guilty of misrepresentation, or of any company having as its sales agent or representative, or member of the firm, any individual in default or guilty of misrepresentation. Each bid will be received, with the understanding that the acceptance in writing by the Purchasing Agent of the offer to furnish any or all of the commodities described therein, shall constitute a contract between the Bidder and the Town, which shall bind the Bidder on his part to furnish and deliver the commodities at the prices given and in accordance with conditions of said accepted bid and specifications. No alterations or variations of the terms of the contract shall be valid or binding upon the Town unless made in writing and signed by the Purchasing Agent. The placing, in the mail to the address given in the bid or delivery of a notice of award to a bidder will constitute notice of acceptance of an offer. When so requested by the Purchasing Agent, the Contractor shall execute a formal contract with the Town for the complete performance specified therein. The contract may be terminated or annulled by the Purchasing Agent upon nonperformance of contract terms or failure of the Contractor to furnish performance surety and/or insurance certificates within ten (10) days from date of request. Any unfulfilled deliveries against such contract may be purchased from other sources at the Contractor's expense.

Failure of a Contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Agent or failure to make replacements of rejected commodities when so requested, immediately or as directed by the Purchasing Agent, will constitute authority for the Purchasing Agent to purchase in the open market, the commodities to replace the commodities rejected or not delivered. The Purchasing Agent reserves the right to authorize immediate purchased in the open market against rejections on any contract when necessary. On all such purchases, the Contractor agrees promptly to reimburse the Town for excess costs occasioned by such purchases. Such purchases will be deducted from the contract quantities. However, should public necessity demand it, the Town reserves the right to use or consume commodities delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.

## BEST CUSTOMER PREFERENTIAL PRICING

The contractor shall reduce the contract price of any good or service for which a contract award is executed to an amount equal to or lower than any pricing offered to any other commercial customer or the general public. This reduction in price shall be applied when the goods or services are identical to those contracted for and quantities requested meet any minimum quantity requirements for such pricing.

## CERTIFICATION

By signature of the offeror, the offeror certifies:

The submission of the offer did not involve collusion or other anti-competitive practices.

The offeror had not given, offered to give, not intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting Contract and may be subjected to legal remedies by law.

The offeror submitting the offer hereby certifies that the individual signing the offer and/or Contract is an authorized agent for the offeror and has the authority to bind the offeror to the contract.

## CLAYTON ACT ASSIGNMENT OF RIGHTS

The Contractor and/or Subcontractor offers and agrees to assign to the Town of West Hartford and/or the West Hartford Board of Education all rights, titles and interest in all causes of action it may have under Section 4 of the Clayton Act., 15 U.S.C. Section 15, or under Connecticut General Statutes 35-24 et. seq., as amended, arising out of the purchase of services, property, or intangibles of any kind pursuant to the Agreement, or Subcontracts thereunder. This assignment shall be made and become effective at the time the Town/Board awards or accepts such Agreement, without further acknowledgment by the parties. In the alternative, at the option of the Town, the Contractor and/or Subcontractor agrees to pay to the Town its proportionate share of recoveries for anti-trust violations which relate to purchases pursuant to this Contract, or Subcontracts hereunder. The Contractor and/or Subcontractor agrees promptly to notify the Purchasing Agent of the Town of West Hartford of suspected anti-trust violations and claims.

## CONTRACT

The contract pursuant to this solicitation shall be based upon the request for bid issued by the Town and the offer submitted by the Contractor in response to the request for bid. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the request for bid. The Town reserves the right to clarify any contractual terms with the concurrence of the Contractor. However, any substantial non-conformity in the offer, as determined by the Town Purchasing Agent, shall be deemed nonresponsive and the offer rejected. Such contract shall contain the entire agreement between the Town and the Contractor relating to this requirement and shall prevail over any and all previous Agreements, contract, proposals, negotiations, purchase orders or master Agreements in any form.

## CONTRACT AMENDMENTS

The contract pursuant to this solicitation shall be modified only by a written contract amendment signed by the Town Purchasing Agent and persons duly authorized to enter into contracts on behalf of the Contractor.

## COST OF BID PREPARATION

The Town shall not reimburse the bidder for the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

## DELIVERY

All prices bid must be on the basis of F.O.B. destination, inside delivery, unloaded and assembled unless otherwise indicated in the bidding documents. The contractor shall be responsible for all freight cost.
It shall be understood and agreed that any and all commodities furnished shall comply fully with all applicable O.S.H.A., Federal and State laws and regulations.

Any equipment delivered must be standard new equipment, latest model, except as otherwise specifically stated in bidding documents. Where any part or nominal appurtenances of equipment are not described, it shall be understood that all the equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.

Delivery must be made as ordered and in accordance with the bidding documents. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Contractor.
Commodities shall be securely and properly packed for shipment according to accepted standard commercial practice, without extra charge for packing cases, bailing or sacks, the containers to remain the property of the Town unless otherwise stated in the bidding documents.

## GRATUITIES

The Town may, by written notice to the Contractor, cancel the contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the Town amending, or the making of any determinations with respect to the performing of such contract. In the event this contract is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

## INDEMNIFICATION

The Bidder is aware of and agrees that, if awarded an Agreement, he is bound by the following indemnification language:

To the fullest extent permitted by law, the Contractor shall release, defend, indemnify, and hold harmless the Town of West Hartford and the West Hartford Board of Education, their respective boards, commissions, officers, officials, employees, agents, representatives, and servants from any and all suits, claims, losses, damages, costs (including without limitation reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments or any name or nature for:

Bodily injury, sickness, disease, or death; and/or

Damage to or destruction of property, real or personal; and/or

Financial losses (including, without limitation, those caused by loss of use)

sustained by any person or concern, including officers, employees, agents, Subcontractors or servants of the Town, the Board of Education, or the Contractor, or by the public, which is cause or alleged to have been caused in whole or in part by the negligent act(s) or omission(s) of the Contractor, its officers, employees, agents, or Subcontractors, in the performance of this Agreement or from the inaccuracy of any representation or warranty of the Contractor contained in the Contract Documents. This indemnity shall not be affected by other portions of the Agreement relating to insurance requirements.

- To the fullest extent permitted by law, the Contractor agrees to release, defend, indemnify, and hold harmless the West Hartford Board of Education and the Town of West Hartford, their respective boards and commissions, officials, officers, employees, agents, representatives, and servants from any loss, claim, cost penalty, fine or damage that may arise out of the failure of the Contractor, its officers, agents, employees or Subcontractors to comply with any laws or regulations of the United States of *America*, the State of Connecticut, the Town of West Hartford, or their respective agencies. This undertaking shall not be affected by other portions of the Agreement relating to insurance requirements.

## INTERPRETATION OF BIDS

Qualified bids are subject to rejection in whole or in part. A qualified bid is defined as one limiting or modifying any of the terms and conditions and/or specifications of the invitation to bid.

Bidders are cautioned to initial erasures, alterations or corrections. Failure to do so may result in rejection of bids.
Unless limited by the term "no substitute", the use of the name of a manufacturer or of any particular make, model, or brand in describing an item, does not restrict bidders to that manufacturer or specific article, this means being used simply to indicate the character or quality of the article so described; but the article offered must be of such character and quality that it will serve the purpose for which it is to be used, equally as well as that specified, and shall be deemed by the Town to be so warranted by the bidder. Bids on comparable items must clearly state the exact article being offered, and bidder shall furnish such other information concerning the article being offered as necessary to evaluate its

acceptability for the purpose intended. If the bidder does not indicate that the article he offers is other than as specified, it will be understood that the bidder is offering the article exactly as specified.

The Purchasing Agent reserves the right to reject any or all bids, or the bid for any one or more commodities or contracted services included in any or all bids, to waive any informality in bids and unless otherwise specified, to buy any part or the whole from one or more bidders when it is to the Town's best interest to do so.

INTERPRETATION - PAROL EVIDENCE

The contract pursuant to this solicitation is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of such Contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the contract. Acceptance or acquiescence in a course of performance rendered under the contract shall not be relevant to determine the meaning of the contract even though the accepting or acquiescing party had knowledge of the nature of this performance and opportunity to object.

LAW OF WAIVER

Any breach of contract which the Town does not object to shall not operate as a waiver of the Town to seek remedies available to it for any subsequent breach.

LICENSES

Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.

PUBLIC RECORD

All proposals submitted in response to this request shall become the property of the Town and shall become a matter of public record available for review subsequent to the award notification.

PROPERTY TAX ASSESSMENT

All owners of real estate, or of tangible personal property located in any town for three months or more during the assessment year immediately preceding any assessment day, who are nonresidents of such town, shall file lists of such real estate and personal property with the assessors of the town in which the same is located on such assessment day, if located in such town for three months or more in such year, otherwise, in the town in which such property is located for the three months or more in such year nearest to such assessment day, under the same provisions as apply to residents, and such personal property shall not be liable to taxation in any other town in this state. The list of each nonresident taxpayer shall contain his post-office and street address. The assessors shall mail to each nonresident, or to his attorney or agent having custody of his taxable property, at least fifteen days before the expiration of the time for filing lists, blank forms for filing lists of such property. The lists of taxable property of nonresidents shall be arranged in alphabetical order and separate from the lists of residents, provided no such separation shall be necessary in any town the board of assessors of which, upon the request of its property tax collector, has made rules and regulations approved by the secretary of the office of policy and management setting up an alternative method of arrangement.

PROVISIONS REQUIRED BY LAW

Each and every provision of law and any clause required by law to be in the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

RELATIONSHIP OF PARTIES

It is clearly understood that each party shall act in its own individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The Contractor is advised that taxes or social security payments shall not be withheld from a Town payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any. The Contractor understands that it is not entitled to compensation in the form of salaries, or to paid vacation or sick days by the Town. The Contractor further understands that the Town shall not provide any insurance coverage to the Contractor, including workmen's compensation coverage.

RIGHTS AND REMEDIES

No provision in these solicitation documents or in the offeror's bid shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deeded a waiver of any right of either party to insist upon the strict performance of the contract.

SEVERABILITY

The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

SUBCONTRACTS

No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the Town's Purchasing Agent. All subcontracts shall comply with federal and state laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used. The Town shall not unreasonably withhold approval and shall notify the Contractor of the Town's position within a reasonable period of time.

SUBMISSION OF BIDS

Signed bid offers, on this form, must be returned in sealed envelopes addressed to Department of Finance, Division of Purchasing Services, Town Hall, 50 South Main St., West Hartford, CT 06107 and the envelope must bear the notation that it is a sealed bid, the Bid Number and the vendor's name and address.

Bidders are cautioned to examine the specifications, drawings, samples, etc. pertaining to the bid.

Failure on the part of the bidder to examine all pertinent documents samples, or job areas shall not entitle him to any relief from the conditions imposed in the proposal, the specifications and the contract. Unsigned bids or bids without an original signature will not be accepted.
When a bidder desires an interpretation or clarification of any ambiguity in the bidding documents, he must contact the Purchasing Agent prior to bid opening. The Purchasing Agent's interpretation shall be final and will be made known to all bidders concerned.
The bidder shall insert the price per stated unit and the extensions against each item which he proposed to provide. In the event of a discrepancy between the unit price and the extension, the unit price will govern. (If discounts are shown and there is an error in the extension of the total, the discount offered will govern.) If the price bid per unit is based on any unit other than that stated, the bidder shall state the unit on which the unit price is based.
A bid will not be accepted if it, or the Bid Surety if required, is received at the Purchasing Division Office after the stated time of opening as shown on the bid form. This applies to bids sent by mail as well as those hand delivered. Unsigned bids shall be rejected.
Contractors must furnish Bid Surety. Labor & Materials and Performance Bonds when required. Certificates of Insurance may be required and must be furnished by the Contractor prior to any work being performed.
Purchases made by the Town are exempt from Fair Trade Laws as well as the payment of any sales, excise or Federal transportation taxes. Such taxes must not be included in bid prices. Tax exemption certificates, for merchandise accepted by the Town, will be completed at the request of the Contractor furnishing the goods or services.
When samples are requested they shall be delivered by the bidder properly identified at the time of the bid opening unless the bidding documents indicates a different time. Samples shall be submitted free of charge. Samples will be removed by the bidder at his expense. The Town will not be responsible for any samples which are destroyed or mutilated in examination. If samples are not removed within thirty (30) days after written notice to the Vendor, they shall be considered as abandoned and the Town shall have the right to dispose of them as its own property.
The Purchasing Agent may, at his discretion, hold the sample or samples of the successful bidder or bidders, for comparison with articles delivered on the Purchase Order, or orders issued subsequent to the award.

## SUBMISSION OF INVOICES

The following provisions regarding submission of invoices are an integral part of these bidding documents, and as such, will create a contractual obligation on the part of the awarded vendor. Failure to comply with these contractual requirements may result in a breach of contract:

All invoices submitted to the Town of West Hartford for goods or services shall contain the following minimum information:

- Town Order Number
- Complete description of goods or services rendered.
- Agency and name of individual requesting goods or rendering of services.
- Date of delivery of goods or rendering of services.
- Complete price information including gross amount, discount if applicable, net amount and itemization of labor charges if applicable.
- Additional information as may be required by contract.

All invoices must be forwarded to the Town department to whom goods or services were rendered.

## TOXIC SUBSTANCES

In accordance with section 31-40 of the General statutes of Connecticut any person who supplies any toxic substance as defined in 31-40 shall provide the following information:

1) The generic or basic chemical name of the toxic substance;
2) the level at which exposure to the substance is determined to be hazardous. If known;
3) the acute and chronic effects of exposure of hazardous levels;
4) the symptoms of such effects;
5) appropriate emergency treatment;
6) proper conditions for safe use and exposure to such toxic substance;
7) procedures for cleanup of leaks and spills of such toxic substance; and
8) a label on each container of any such substance which states, in a clearly legible and conspicuous form, that a toxic substance is contained therein.

This information shall be disclosed at the time of the bid opening and chemical data sheets will also be required if the products meet the toxic substance criteria.

## VENDOR WARRANTY

Vendor hereby agrees to:

a. Perform contract in accordance with the specifications and bid under which the contract was awarded.
b. Warranty the products or services against defective material or workmanship and to repair or replace any damage or marring of products occasioned in transit.
c. Furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors.
d. Indemnify and hold harmless the Town, its agencies, agents, offices, servants or employees from any action, law suit or judgment arising out of defects in its products, materials or workmanship, negligence in its activities or breach of its agreement with the Town, including the cost of defense and counsel fees.
Articles which in any respect fail to conform with the specifications upon which the award is made will be rejected and held subject to the Bidder's disposition and expense.

Purchasing
2nd floor
Room 223

# WEST HARTFORD TOWN HALL DIRECTIONS

## FROM THE WATERBURY AREA

1. Exit 43 (Park Road)
2. Take a left on to Park Road
3. Take a right at the traffic light (Raymond Road)
4. Go straight through traffic light (Boulevard)

   The Town Hall parking lot is on your left

## FROM THE BOSTON AREA

1. Exit 43 (Park Road)
5. Take a left on to Park Road
6. Take a right at the traffic light (Raymond Road)
7. Go straight through traffic light (Boulevard)

   The Town Hall parking lot is on your left