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
6207F	June 9, 2011	2:00 PM

☒ Formal Bid ☐ Informal Bid

THIS IS NOT AN ORDER

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: Plant & Facilities	Division: Buildings	Required Delivery Date	Requisition No.:
Shipping Destination: Various locations West Hartford, CT 06110			

DESCRIPTION	UNIT PRICE	TOTAL
The Town of West Hartford is seeking a qualified contractor to provide all labor, materials, equipment and whatsoever else necessary for the provision of alarm monitoring services for Facilities maintained by the Town of West Hartford/West Hartford Board of Education located throughout the Town of West Hartford in accordance with the attached specifications dated May 19, 2011. Site Conditions: At the date fixed for opening, each bidder will have made an examination of any locations and sites; has satisfied himself as to actual conditions, requirements and quantities of work; and has read and become thoroughly familiar with this Invitation to Bid. If you need access to particular building or have questions concerning this project, please contact Tammy Bradley via email at tammyb@westhartford.org. Insurance Requirements per the attached Insurance Exhibit.		
	TOTAL $	USE BID FORM

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.

FIRE ALARM/SECURITY MONITORING SPECIFICATIONS
FOR TOWN OF WEST HARTFORD & B.O.E. FACILITIES
Thursday, May 19, 2011
Bid #6207F

I. Intent:

To provide alarm monitoring services for Facilities maintained by the Town of West Hartford/West Hartford Board of Education located throughout the Town of West Hartford.

II. Site Conditions:

At the date fixed for opening, each bidder will have made an examination of any locations and sites; has satisfied himself as to actual conditions, requirements and quantities of work; and has read and become thoroughly familiar with this Invitation to Bid. If you need access to particular building or have questions concerning this project, please contact Tammy Bradley via email at tammyb@westhartford.org.

III. Contract Term:

The term of the contract pursuant to this solicitation shall be for period beginning June 1, 20011 and ending June 30, 2014.

Period I	Period II	Period III
06/30/11-07/01/12	06/30/12-7/01/13	07/01/13-06/30/14

Upon satisfactory performance during the initial contract period, the contract may he extended for up to twelve additional months at the Town/B.O.E.'sole option. In such cases, all prices, rates, terms and conditions of the original contract shall prevail. Continuance of the contract in subsequent fiscal years shall be contingent upon the annual appropriation of funds for such services.

IV. Specifications. Technical:

A. *Central Station Service:*

1. The contractor shall utilize a U.L. or Factory Mutual (FM) listed CENTRAL STATION as its main monitoring system and this system shall be compliant with all NFPA regulations, including NFPA #71. All service and hardware shall meet or exceed all applicable FM requirements or all U.L. requirements, *and* shall meet or exceed the required NFPA standards (i.e. FM System Standard 3011, NFPA Standard 71).

2. If the Central Monitoring Station is located outside of the (West Hartford) local dialing area, the contractor shall provide a toll-free number or absorb the cost of calls incurred as a result of testing and reporting actual alarm conditions.

B. ***Hardware:***

1. The contractor shall provide labor, materials, and all else necessary to program the existing "Digital Alarm Communication Transmitters" (one for each system) to interface with their central monitoring station. This shall include any extraneous hardware needed to accomplish this interface.

2. Any new equipment shall be warranted for 100% parts and labor for a minimum of one (1) year. If digital alarm communication transmitters need replacement during this time period and cannot be obtained within 24 hours, the contractor shall provide "loaner" equipment until such (reasonable) time that the replacement hardware is obtained.

3. The Town shall provide telephone circuits, wiring and jacks within the affected buildings.

C. ***Monitoring:***

1. Monitoring of Town and B.O.E. facilities shall be provided seven (7) days per week, twenty four (24) hours per day. Procedures shall conform to the following minimum guidelines:

2. Burglar Alarm Verification: In the event of an activated burglar alarm, the contractor shall call the site of the alarm within 60 seconds for verification prior to dispatching police personnel. If confirmation of a false alarm cannot be verified within 30 seconds, the contractor shall immediately (within 60 seconds) notify the Police Department.

3. Fire Alarm Verification: In the event of a fire alarm, digital dialers shall communicate within guidelines established by NFPA 71, Chapter 5.

4. Bidders are required to attend the pre-bid meeting as this will be the only opportunity site reviews. Bids shall reflect coverage for all security/fire equipment.

5. At any time during normal business hours, and as often as may be deemed necessary, the contractor shall make available to the Town/BOE, for examination, all records with respect to all matters covered by this agreement. These records shall include monitoring performed, response times, actions taken, address of each site monitored, and time-stamped hard copy audits of all alarm activity that has occurred to that point in time.

D. ***Repair/Maintenance:***

1. The contractor shall provide all labor, parts, and materials required to repair/replace monitoring equipment as needed.

2. The contractor shall provide services of qualified personnel on an hourly basis, as authorized, in accordance with quoted rates for these services.

3. Upon request by the Town/B.O.E. for a written or verbal quotation for services, installations, or other work not defined herein, the contractor will supply the said quotation at no cost to the Town. The Town reserves the right to accept or reject the quotation as submitted.

4. The contractor shall allow only properly screened and licensed (i.e. E1, L5) technicians to perform services.

5. The contractor shall maintain a single telephone number for the purpose of receiving requests for service. This telephone number shall be answered on a 24 hour/day, 365 day/year basis. Two distinct levels of response are required in performance of repair maintenance contract services:

a) EMERGENCY
b) ROUTINE

6. EMERGENCY SERVICE: Service requested on an emergency basis shall be provided within four hours after initiation of request. The contractor shall be required to provide such service on a 24-hour, seven day per week basis, and holidays included.

7. ROUTINE SERVICE: Service requested on a routine basis shall be provided within twenty four hours after initiation of request with final resolution within (3) working days. The contractor shall be required to provide service between the hours of 7:00 AM to 4:00 PM, Monday through Friday, holidays not included.

E. Liquidated Damages:

If the contractor fails or refuses to make deliveries or complete services within the timeframes specified in this specification and all appendices attached hereto, without written extension granted by the Town/B.O.E., the Town/B.O.E. may assess against the contractor liquidated damages, and not by way of penalty, the sum calculated as follows, which the parties agree to as being reasonable and difficult to quantify:

1. Emergency: The contractor shall be assessed liquidated damages in the amount of $100 per hour commencing four hours after initiation of the service request. The contractor shall be assessed liquidated damages on a pro rata basis in the amount of $1000 per day (a 24 hour day) for each day or portion thereof that the work remains incomplete, after the first twenty four (24) hour period.

2. Routine: The contractor shall be assessed liquidated damages on a pro rata basis in the amount of $100.00 per day (a 24 hour day) for each day or portion thereof that the work remains incomplete, after the three (3) day period.

3. Technicians shall notify the appropriate Town/B.O.E. Facilities Department contacts before testing or disabling any piece of equipment.

4. The Town/B.O.E. may, at its option, provide assistance in the testing process of the transmitters by over seeing the control panel and main frame; informing the contractor of alarm conditions; resetting the panels; and monitoring all tests.

F. Subcontractors

The contractor shall not utilize subcontractors for either preventative maintenance services or repair services unless the subcontractors are U.L. (or FM) approved and the Town has given prior (written) permission to utilize the subcontractor.

G. Unauthorized Charges:

Under no circumstances shall any charges other than authorized repair charges be submitted to the Town. The Town/BOE will not pay travel charges. The Town/BOE will not pay fuel surcharges.

H. Parts and Material:

All parts and material provided under the Time/Material (repair maintenance) portion of the contract shall be billed at the materials discount rate and labor rate stated in the pricing section of this bid. Invoices documenting this cost must be made available to the Town upon request. All parts used in the maintenance and repair of the fire/security system shall be those of the manufacturer of the equipment or equivalent thereto. **The materials discount rate shall be the discount offered off of manufacturer's list price. Bidders shall identify the price list and column to be used. It is recognized that several manufacturer's are involved; however, the discount offered shall be the same for all manufacturers.**

I. Labor:

1. All labor provided under the Time/Material (repair maintenance) portion of the contract shall be billed at the labor rate stated in the pricing section of this bid. This rate shall include all travel expenses. The rate shall be based on a minimum of one hour, beginning upon arrival and onset of work at the Town/B.O.E. site requiring service. Additional time shall be prorated in 30 minute increments. Only one employee shall be dispatched to a service call unless the Town/B.O.E. and the contractor expressly agree that more than one employee is required to perform the work in question.

J. Invoices shall contain the following information relative to repairs:

1. "Date Work Completed": The entry to follow shall be the date the work described was completed.

2. "Unit and Location": The entry to follow shall indicate the unit(s) being serviced and the facility where the unit(s) is located.

3. "Labor Costs": Entries under this heading shall be itemized descriptions of services actually performed with hours for each item. Decimals, not fractions shall be used. The contractor shall state the labor rate, the extensions, and the sub-total in the spaces provided.

4. "Material Costs": Entries under this heading shall be itemized descriptions of all parts and material provided. The manufacturer, type or part number, and description of each item shall be included. If the contractor is using an equivalent part, the part shall cost no more than it would have if the original manufacturer's part had been used. Therefore, the invoice must reference the part used and the cross-referenced original manufacturer's part number.

5. "Total": The additional entries to be made shall state the unit pricing, the extensions, and subtotal in the spaces provided.

6. "Services Requested":
The entry below this heading shall be hand-printed or typed, and shall constitute a functional description of the problem to be corrected, or of the services to be performed and whether or not this is covered under the preventative maintenance agreement or if it is not covered and is being charged at time and material rates or fixed rates.

V. Payment:

A. ***Monitoring:*** Monitoring shall be paid on a semi-annual basis. Invoices shall be generated as follows:

1. Town Of West Hartford Buildings:

2. Board of Education Buildings:

B. ***Repairs:*** Repairs shall be paid for within 30 days of (accepted) repair and receipt of associated invoice. Invoices shall be generated as noted under *Monitoring.*

VI. Insurance:

Insurance is required in accordance with Appendix C.

VII. Termination:

The Town of West Hartford may terminate the contract pursuant to this solicitation for cause or convenience by providing the contractor with prior written notice.

The Town will supply to successful bidder the following:

A.	Site maps of locations requiring monitoring	Appendix A
B.	List of known existing equipment	Appendix B
C.	Contact (keyholders) site personnel	(to be provided upon award)
D.	Fire/Police contact personnel.	(to be provided upon award)
E.	Town/B.O.E. Facility Managers	(to be provided upon award)

TOWN BUILDINGS

1. Beachland Park		847 South Quaker Lane
2. Bishop's Corner Branch Library	Burglar	15 Starkel Road
3. Brixton Street		17 Brixton Street
4. Cornerstone Aquatics Center		55 Buena Vista Drive
5. Elmwood Community Center	Burglar	1106 New Britain Avenue
6. Julia Faxon Branch Library	Burglar	1073 New Britain Avenue
7. Noah Webster Library		20 South Main Street
8. Police Court		103/105 Raymond Road
9. Town Hall		50 South Main Street
10. Veterans Memorial Skating Rink		56 Buena Vista Road
11. Westmoor Park	Burglar	119 Flagg Road
12. Fire Station # 1 (Not in scope)		561 Prospect Avenue
13. Fire Station #2		20 Brace Road
14. Fire Station #3		1068 New Britain Avenue
15. Fire Station #4		2458 New Britain Avenue
16. Fire Station # 5 (Not in Scope)		58 Berkshire Road
18. Veterans Memorial Parking Garage	Burglar	75 Memorial Road
19. Isham Parking Garage		17 Isham Road

Buildings may be accessed Monday thru Friday, 8:00 am. - 4:00 p.m. with the exception of:

1. Julia Faxon Branch Library & Bishop's Corner Library

M, W	(1:00 p.m. - 9:00 p.m.)
T, TH	(9:00 a.m. - 6:00 p.m.)
F	(1:00 p.m. - 5:00 p.m.)
SAT	(9:00 a.m. - 5:00 p.m.)

BOARD OF EDUCATION BUILDINGS

1. Aiken School		212 King Philip Drive
2. Braeburn School	Burglar	45 Braeburn Road
3. Bugbee School		1943 Asylum Avenue
4. Charter Oak School		30 Parker Street
5. Conard High School		110 Berkshire Road
6. Duffy School		95 Westminster Drive
7. Hall High School	Burglar	975 North Main Street
8. King Philip School	Burglar	100 King Philip Drive
9. Morley School		77 Bretton Road
10. Norfeldt School		35 Barksdale Road
11. Sedgwick School		128 Sedgwick Road
12. Smith School	Burglar	St. James Street
13. Webster Hill School		125 Webster Hill Boulevard
14. Whiting Lane School		47 Whiting Lane
15. Wolcott School	Burglar	71 Wolcott Road
16. Bristow Middle School		34 Highland Street

When visiting schools, please sign in at main office.

BID FORM
May 19, 2011

FOR BID PURPOSES:	**ANNUAL TOTAL**	**TOTAL (3) YR. CONTRACT PERIOD**
BASE BID FOR TOWN BUILDINGS:		
Reference paragraph IV	$_____	$_____
BASE BID FOR B.O.E. BUILDINGS:		
Reference paragraph IV	$_____	$_____

FOR PAYMENT PURPOSES:

ANNUAL MONITORING PRICE BY LOCATION (TOWN BUILDINGS): $_____

ANNUAL MONITORING PRICE BY LOCATION (BOARD OF EDUCATION BUILDINGS): $_____

ADDITIONAL MONITORING PRICE PER LOCATION $_____

FOR THE TOWN OF WEST HARTFORD AUTHORIZED REPLACEMENT OF PARTS AND/OR SYSTEMS, THE CONTRACTOR WILL CHARGE:

HOURLY BUILDING RATE AT: $_____

MANUFACTURER'S RETAIL PUBLISH PRICE LIST LESS A DISCOUNT: _____%

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