

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. 210007	Opening Date Oct. 1, 2020	Opening Time 2:00 PM	<input checked="" type="checkbox"/> Formal Bid <input type="checkbox"/> Informal Bid	<b>THIS IS <u>NOT</u> AN ORDER</b>
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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: Public Works	Division:	Required Delivery Date	Requisition No.:
Shipping Destination West Harford			
<b>DESCRIPTION</b>		<b>UNIT PRICE</b>	<b>TOTAL</b>
<p>The Town of West Hartford is accepting bids for Snow Removal, Salting Service and Snow Hauling per the attached specifications dated September 16, 2020.</p> <p>*Due to COVID19, the Town Hall has restricted entry. For this bid, we are allowing for electronic submission along with hard copy submission. All participants must submit both. Hard copy must match electronic submission, the Town maintains the right to reject any bid that does not meet this criteria. Hard copies are to be received in the purchasing office no later than <i>12:00 noon on October 5, 2020</i>. They can be mailed or delivered. If delivered, the Town Hall has a number posted at its entry to call for receipt.</p> <p>Electronic submissions are still required by <i>October 1, 2020 at 2:00 PM</i>. In order to provide an electronic submission you must be registered in our vendor database. Please see the vendor registration instructions. Once registered, you will gain access to the bid and the bid documents. Please follow the prompts when submitting your price structures. If you have questions regarding electronic submission, please do not hesitate to contact Rick Hyman, <a href="mailto:rick.hyman@westhartfordct.gov">rick.hyman@westhartfordct.gov</a></p> <p>All questions regarding bid to be emailed to Rick Hyman before 4:00 PM Wednesday, 9/23/2020.</p> <p>Insurance Requirements are per the attached Insurance Exhibit.</p>			
		<b>TOTAL   \$    SEE BID FORM</b>	

**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 #	Terms %                      DAYS
Vendor Name		Address	City, State, Zip
Email Address			
Telephone	Fax No	Authorized Signature	Printed Name                      Title
<b>NOTE: Failure to affix an authorized signature to this form will result in rejection of the bid.</b>			

## TO ALL VENDORS DOING BUSINESS WITH WEST HARTFORD.

**Please register in our new vendor self service center**

Benefits to vendors include:

1. Notification of upcoming bids
2. Ability to see Purchase Orders and Contracts
3. Information regarding payments to you
4. The ability to update your company's information such as phone number and emails
5. The ability to provide us with all of the commodity codes for your company.

Please go to the following site

<https://selfservice.westhartfordct.gov/MSS/Vendors/default.aspx>

Create a user name and password for your company. Password must be at least 8 characters and contain a Capital and a lower case letter, a number and a symbol.

At the bottom of the page, fill in your vendor number (created by West Hartford) and your tax ID.

**Your vendor number is printed on your check above your company name**

Continue filling in required information. **Do not forget to choose commodity codes. These codes can be found under vendor information. We will notify you of upcoming bids by the codes that you have picked.**

**In addition, please download a W9 from the resources icon on the upper right hand side of the page. Then scan and add it to the attachments under vendor information.**

Please call 860-561-7471 if you have any questions.

Once registered, click on bids. To see bids "Accepting Proposals", click on status to sort. Any questions regarding bids please email [tammyb@westhartfordct.gov](mailto:tammyb@westhartfordct.gov). Thank you.

**TOWN OF WEST HARTFORD**  
**PROVIDING STREET SNOW REMOVAL SERVICES SPECIFICATION**  
**BID # 210007**  
**September 16, 2020**

1. INTENT

The intent of this Bid is to obtain snow removal, salting service, snow hauling for the Town of West Hartford during the months of November through April for the 2020/2021 Winter Season. This area experiences approximately twelve storm call outs per season. The contractor works independently in an assigned route or with a team of snow plow operators.

2. RESPONSIBILITIES

The Contractor shall be responsible for keeping the streets on their route/routes clear of snow and salted throughout the duration of each snowstorm for which he/she is assigned. Streets shall be kept in a passable condition, opened up for two-way traffic. At some period of time near the end of each storm, the operators will be given the word to push back and clean up. The operators must be always careful not to cause damage to **curbing, lawns, driveway lips, newspaper holders, mailboxes and any other utilities within the right of way.** Streets requiring salt shall be treated prior to returning from the route assigned and any remaining salt left in the material spreader **will be spun off/dumped** at the Town stockpile.

3. EXPERIENCE

The contractor and their assigned operators must have prior experience plowing for the task assigned surface streets, parking lots, parking garages.

The contractor shall provide a list of employees and shall immediately, in writing, notify the Town of any changes to this list. The contractor shall assign a qualified person or persons to be in charge of their operations. Drivers shall have a minimum of 2 years' experience plowing suburban streets. Each employee shall, at all times carry a valid operator's license for the type of vehicle he or she is driving. Operator while in service shall also carry a valid Original U.S. D.O.T. or CT Medical Examiner's certificate. The contractor shall obtain from the State Department Of Motor Vehicles, at least once per year a copy, of the "Driver's History" record for each employee that is or will be assigned to operate a motor vehicle within the Town Of West Hartford. The Town reserves the right to disqualify a driver based on infractions recorded on their driver history. (i.e. DUI) The contractor shall provide the Public Works Director with current copies of such Driver's History. The Driver's History shall include a detailed list of plowing experience with previous employer's name. The contractor shall take appropriate and timely action, including, if safety so requires, the removal of a driver from assignment in West Hartford. In determining appropriate action, the contractor

shall consider the recommendations of the Town and their respective representatives. The Town retains the right, without being held in violation of the contract, to obtain a temporary restraining order if it determines that such action is necessary.

The Town may request the dismissal of any employee of the contractor who violates any provision hereof, or who is wanton, negligent, or discourteous in the performance of his duties.

The Town reserves the right to remove any unsatisfactory driver.

#### 4. TRUCKS AND PLOWS

Plow units shall meet all State and Federal guidelines for legal operation on roads in the State of Connecticut.

The Contractor shall bid on providing a truck (or trucks) that must be equipped with

- 1) Hydraulically operated 4 way power angle plow, capable of maintaining open roads throughout a typical storm event.
- 2) Trucks shall be properly registered to plow snow commercially.
- 3) Trucks shall be equipped with strobe lights visible 360°.
- 4) Trucks shall be equipped with back up alarms which meet OSHA standards and will be in working condition at all times when truck is in operation.

The proposal shall be filled out by class of vehicle being bid. Vehicle / Equipment Classes will be determined by GVW weight range or equipment type. Selection of vehicles will be based on the hourly rate for the vehicles selected to perform the operation required by the Town. Six-wheel 32,000 –40,000 GVW is the preferred size vehicle to perform the plowing needs for each of these routes. For vehicles not equipped with a material spreader the bidder's proposal shall identify the plow truck as "plow truck only".

Awarded contractors will be required to provide proof of vehicle registrations for each vehicle.

#### 5. MATERIAL SPREADERS

Material spreader shall be hydraulic or gas/hydraulic operated hopper or body type spreaders. Hopper or body capacity to be a minimum of five cubic yards. Spreaders shall have adjustable discharge gate and spinner or baffle deflectors. Sander controls shall be in cab of truck and accessible to driver. Running lights (i.e. tail, stop, turn, and 4-way signals) shall be mounted on sander unit if running lights of truck are obscured by sander or its equipment.

The Contractor's equipment will be subject to a safety and pre-season equipment inspection and calibration procedure.

6. COMMUNICATION

Town of West Hartford will provide each rental truck with portable two way radio. Rental trucks must have 15 amp 12v fused power sockets supplied directly from the battery for powering portable radio units and cell phones for communication and plow route information monitoring and dispatching.

7. ROUTE ASSIGNMENTS

Routes will be established by the Street Operations Managers, and may be changed (added to, or subtracted from) upon direction of the Managers or his designee.

Extreme conditions may warrant major changes in route designation. Operators will always check with the Manager on duty before going out on their routes.

8. PROCEDURE

- A. Prior to November 15, the Town will hold a short training period (one to two hours) for all of the Contractor's potential drivers to insure they are familiar with the Town and snow plowing procedures. The Town will give 15 days' notice to contractors for when the training will be held. **All POTENTIAL DRIVERS must attend.** Contractor will be paid \$50.00 per hour per employee sent during the training period. Training will be held Monday – Friday, 6:30 am – 3:30 p.m. on the Town's premises. Contractor will be required to provide proof of experience plowing surface streets for each driver attending mandatory training.
- B. On or about the 1<sup>st</sup> of October the Contractor will be contacted to set up a mutually agreeable date to inspect and calibrate their trucks and material spreaders by Town personnel. The Contractor will be paid at the hourly bid rate to the nearest one-quarter hour from time of arrival to time of departure. The date will be no later than November 1<sup>st</sup>. Failure of the inspection or calibration effort because of Contractor's equipment deficiencies or inabilities will require re-inspection prior to November 15<sup>th</sup> and will be at the contractor's expense.
- C. Contractor's vehicle/vehicles shall arrive at the Town Garage on Brixton St before going on a route. Time will be recorded via time sheet.
- D. Truck / trucks will be loaded with salt and or material for ballast. All loads will be weighed and recorded, by truck number, before trucks leave the salt facility. Ballast will be returned to the salt shed or stock pile at the end of each call out. **Material will not be unloaded unless an operator is present at and in the facility.**
- E. No repairs to a Contractor's vehicle shall be made by Town forces. The Contractor is responsible for the maintenance of his equipment. See "Performance". **Contractor will not be paid when vehicle is down for repairs.** Driver/ Contractor shall **notify** the Town when no longer on Route and

when he has returned to Route. All breakdowns will be immediately reported to the Town.

- F. Operators will be required to take a 1 hr. break for breakfast and dinner, ½ an hour for lunch break and periodic 15-minute breaks. The Town will determine when meal breaks are to be given or taken. Breakfast, dinner and lunch will not be paid breaks. Periodic 15-minute breaks will be compensated by the Town
- G. Contractor is **required** to notify the Town whenever there is a change in drivers, trucks, or equipment and the reason for such change. This includes replacement drivers, back up trucks, break downs or any other reason that causes someone or some vehicle other than the one that reported for duty at the beginning of the emergency or shift to be performing snow removal operations for the Town.

#### 9. AVAILABILITY

The Contractor's truck/trucks shall always be available to the Town of West Hartford for snow removal operations twenty-four hours a day from November 15 through April 15.

Response after initial call out shall be 1 hour or less. Contractor must provide **rested period** for operators when snow removal shift exceeds 16 hours. Rest periods for operators will be four hours **minimum** before returning to duty. All rest periods are unpaid unless - contractor may provide a rested driver to substitute during the rest periods.

#### 10. CALL OUT AND PAYMENT

The Contractor will be called out whenever the Director of Public Works or his designee determines the need. This will generally mean when plowing of streets is expected.

Contractor's trucks/equipment will be called out for snow accumulation when needed. The total number of contractors are determined by the conditions on the ground within the town's borders. Call outs are requested by lowest hourly rate first (lowest to highest) when possible and when most advantageous for the snow removal operation. A higher per hour rated unit may be utilized for best value in specific routes or assignments determined by the Director of Public Works. Example; Contractor/plow truck drivers experience with street surface plowing, familiarity with all town roads and neighborhoods.

The Contractor **may** be called out whenever the Town has an emergency.

There will be no stand-by pay.

There will be a minimum eight-hour (8) payment at the hourly rate bid per hour for each call out for **street surface services**. Payments will be to the nearest one-quarter hour.

There will be a minimum four-hour (4) payment at the hourly rate bid per hour for **off street parking lot services**. Payments will be to the nearest one-quarter hour.

There will be a minimum four-hour (4) payment at the hourly rate bid per hour for **off Parking garage deck service services**. Poly cutting edge preferred for concrete deck tops. Payments will be to the nearest one-quarter hour.

There will be a minimum four-hour (4) payment at the hourly rate bid per hour for each call out for **snow blowing/thrower and tri-axle services**. Payments will be to the nearest one-quarter hour.

#### 11. GUARANTEED MINIMUM

There will be a guaranteed minimum eight (8) hours per truck with plow and sander for the season provided all contract provisions are met.

- Trucks with plow and material spreaders must be provided inspected and calibrated between October 1<sup>st</sup> and November 1<sup>st</sup>.
- All insurance shall be provided prior to November 1<sup>st</sup> and must be kept in force through April 15<sup>th</sup>.
- Curb damage and lawn damage must be kept below minimums as noted in item property damage.

Excessive curb and/or lawn damage, failure to respond within 60 minutes of a call and break downs requiring more than 45 minutes shall be deducted from the guaranteed minimum period. Break downs, exceeding 45 minutes, occurring after the guaranteed minimum period will not be paid and will be at the Contractor's expense. Response time failures and break downs deductions will be at the Contractor's hourly rates as proposed. Curb and lawn damage shall be at the rates listed under paragraph #17 Property Damage.

#### 12. VEHICLE SELECTION – Surface Streets

The Town will determine the operational needs and select the vehicles that best fit those needs. The determination of successful proposer will be assessed using vehicle size, equipment application, truck equipment, cost per hour, and number of vehicles that can be provided. Multiple awards are a possibility. Six wheel vehicles, a maximum of 32,000 lb. GVW -40,000 lb. GVW with hydraulically operated reversible plow and material spreader are the preferred vehicles to be contracted. Alternate vehicles may be bid for consideration from 20,001 lbs to 32,000 lbs. articulated loaders, 4x4 combination loader, and all must be snow chain capable per request or continuous use.

13. VEHICLE SELECTION – Off Street Parking Lots and Garages

The Town will determine the operational needs and select the vehicles that best fit those needs. The determination of successful proposer will be assessed using vehicle size, equipment application, truck equipment, cost per hour, and number of vehicles that can be provided. Multiple awards are a possibility. Vehicles may be bid for consideration from 16,001 lbs to 32,000 lbs GVW, articulated loaders, 4x4 combination loader, skid steer (poly blade capable for concrete surfaces), mini-loader and all must be snow chain capable per request or continuous use.

14. VEHICLE SELECTION – Snow Removal Operation

The Town will determine the operational needs and select the vehicles that best fit those needs. The determination of successful proposer will be assessed using vehicle size, use of equipment and its application, cost per hour, and number of vehicles that can be provided. Multiple awards are a possibility. Vehicles may be bid for consideration snow-blower/thrower (mounted or self-propelled), tri-axles truck, 30 yard **minimum** roll off container trucks, articulated loaders, 4x4 combination loader, skid steer (poly blade capable for concrete surfaces), mini-loader and all must be snow chain capable per request or continuous use. All selected trucks and equipment are paid at a four (4) hour minimum.

- Snow-blower/thrower: must be able to load snow directly into tri-axle without modifying or raising the body (i.e. in the tri-axles' normal down position). Snow throwers will be on-line for a minimum of four (4) hours. No portal to portal charges. Proposal must have a mechanic accompany snow thrower to service equipment to minimize down time – example: shear pin replacements, hose repairs. As well as manage the alignment of the snow discharge chute for loading trucks.

15. CONTRACTOR PERSONNEL

Contractor will provide properly licensed CDL operators and substitute operators meeting all mandatory Federal and State requirements. Drivers not on the list will be refused.

Contractor will provide written documentation of drug and alcohol testing program for personnel and substitute personnel in accordance with Federal and State laws at the beginning of each year of the Contract to keep records current. Individual drivers must carry a current drug testing program enrollment card.

Contractor will provide photocopies of each driver's license, Current year driver's history report from DMV (must be done every year and must be within one month of reporting); purchase order/payment will be withheld until received annually.



Registration numbers identifying each vehicle; please keep in mind you can only send those vehicles or they will be refused without documentation provided beforehand.

16. INSURANCE

The contractor shall carry insurance in amounts and types shown on the attached insurance exhibit and must submit proof of this coverage to the Towns prior to any snow removal operations.

17. PROPERTY DAMAGE

Contracted driver must report any or all damage on his/her assigned route that he/she has knowledge of. The Contractor shall accept all responsibility for property damage done to curbing and lawn damage along his routes if damage approaches the following:

Minor curb or lawn damage totaling 50 feet or less will be repaired by the Town at no expense to the Contractor. If more than 50 feet of curbing and/or lawn is damaged, the Contractor will either repair all damage on his routes or pay to the Town a per foot fee of five dollars (\$10.00) for each linear foot of curbing or four dollars and fifty cents (\$9.00) per square foot for lawn damage the Town replaces.

18. CONTRACT SECURITY

- a) In the event of any dispute between the parties relating to or arising out of any provisions of this contract, the representatives of the parties shall meet promptly in an effort to resolve the dispute extra judicially.
- b) If the dispute is not resolved as a result of such meeting, the dispute shall be referred to the members of the senior management of each party within ten (10) days after the meeting prescribed in Paragraph a.
- c) The members of the senior management of each party shall meet to attempt to resolve the dispute within thirty (30) days after the dispute has been referred to the as prescribed in Paragraph b.
- d) Prior to the meeting of the members of the senior management of each party, the parties shall exchange a written summary of the issues and the underlying evidence relating to the dispute. The disputing party shall submit its written summary to the other party twenty (20) days before the meeting of senior management. This submission shall set forth the basis of its dispute and identify the member of its senior management authorized to resolve the dispute on its behalf. Ten (10) days thereafter, the other party shall submit its written summary to the disputing party. This submission shall respond to the matters raised in the written summary provided by the disputing party and identify the member of its senior management authorized to resolve the dispute on its behalf.

e) If the dispute is not resolved by the senior management of each party, the parties may appoint a neutral advisor who shall within sixty (60) days submit to the parties a non-binding opinion which addresses the merits of each party's position and assesses which party is likely to prevail at trial on the merits. The parties shall decide whether or not they will proceed to appoint a neutral advisor within fifteen (15) days from the failure of senior management to resolve the dispute pursuant to Paragraphs c and d. In the event the parties elect to appoint a neutral advisor, the parties shall proceed as follows:

- 1) The parties shall exchange names of potential advisors and select from this pool a mutually acceptable candidate. If the parties cannot agree on the selection of a neutral advisor, the president of the Center for Public Resources or his designee shall select a neutral advisor from the Judicial Panel of the Center for Public Resources.
- 2) The parties shall enter into an agreement with the neutral advisor prohibiting any ex parte contacts with the neutral advisor without the explicit consent of the other party and requiring the neutral advisor to treat any information conveyed to him as confidential and prohibit his disclosure of any confidential or trade secret information. The agreement shall also provide that the neutral advisor will be disqualified as a trial witness, consultant, or expert for any party and that his advisory opinion of the likely outcome of any litigation of the dispute is subject to Rule 408 of the Federal Rules of Evidence and is inadmissible for any purpose.
- 3) Ten (10) days after the neutral advisor has been designated, each party shall submit to the neutral advisor, as well as to the other party, a written statement summarizing the issues and underlying evidence supporting its position. The written statements are to be no longer than (30) 8 1/2" x 11" double-spaced pages.
- 4) If the neutral advisor wishes to consult with the parties on any issue relating to the dispute, he shall outline his general areas of inquiry and, on agreement by both parties, he may submit written questions jointly to the parties. The parties shall respond to these questions in writing, and shall provide each other with a copy of any such response.
- 5) The fees and expenses and the neutral advisor shall be apportioned equally to each side.
- 6) Ten (10) days after the neutral advisor issues his opinion to the parties, members of the senior management shall meet again in an attempt to resolve the dispute.
- 7) Either party may resort to judicial proceeding if (a) the good faith attempts to resolve the dispute stated in Paragraphs a, c, and e(6) are unsuccessful or (b) interim resort to court is necessary to prevent irreparable injury to a party or to third parties. In lieu of resorting to judicial proceedings, the parties may mutually agree to have the complaining party proceed to arbitration in

accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining.

19. HOLD HARMLESS

The Contractor agrees to indemnify and save harmless the Town of West Hartford, its agents and employees, from and against all loss or expense (including costs of attorney fees) arising out of, or resulting from, the performance of the work by reason or liability imposed by law upon the Town of West Hartford, its agents, and employees, for damages because of bodily injury, including death at any time resulting there from, sustained by any person or persons (including employees of the Contractor) or on account of damage to property, including loss of use thereof, whether such injuries or damages are caused in whole or in part of the Town of West Hartford, its agents and employees, or otherwise.

20. SUBCONTRACTORS

Subcontract work, if and when provided, shall be subject to **all** provisions of this Contract.

Insurance Certificates for Subcontractors shall be provided prior to Contract execution and will follow all insurance certificate provisions as outline in section #16 of this contract. The Contractor is solely responsible to the Town, and all payments will be made to the Contractor.

The Contractor is responsible for, and shall be liable for, any and all irregularities by the Subcontractor.

All Subcontractors must receive prior approval by the Manager of Operations.

21. PAYMENT

Contractor to provide monthly invoices with specific breakdowns of each storm worked, including dates, hours, vehicles, and personnel information. Contractor shall be responsible to direct invoices to the appropriate Public Works Division for which work was performed noted below:

Work performed in Municipal Parking Lots and Snow Hauling Operation shall be directed to Municipal Parking – C/O Brooke Nelson

Work performed Plowing Town Streets shall be directed to Street Operations- C/O Brian Mitchell and/or Keith Larson

Work performed Plowing BOE School Parking Lots shall be directed to Grounds Division – C/O Justin Andrews

## **PROPOSAL**

The Contractor declares that he had carefully examined the above Specifications and form of Contract and the site of the work and he proposes and agrees that, if this Proposal is accepted, he will contract with the Town in accordance with the copy of the Contract Documents; this Proposal form and above Specifications being part of and included in a copy of said documents, to provide all necessary equipment and services to do all the work as specified in the Contract in the manner therein prescribed, and that he will take in full payment for the work, the unit or lump sum price applicable to that stated in the schedule below.

**Prices:** All prices must be written in ink, in words as well as figures, for the entire proposal.

**Vehicles:** Contractor may propose 1 or more vehicles.

**Term:** This is a one year contract. The Town reserves the right to extend with up to two additional one year extensions, at the submitted rates.

**Default:** The Failure by the Contractor to comply with any of the above listed items and Specifications will constitute an "Event of Default."

**Termination:** Upon an Event of Default, or if the Town otherwise determines that Contractor's performance to date is unsatisfactory, the Town reserves the right to cancel the Contract upon 15 days written notice to the address provided on the Invitation to Bid Form.

**TOWN OF WEST HARTFORD**  
**BID FORM**  
BID # 210007

PROVIDING STREET SNOW REMOVAL SERVICES  
FOR SNOW SEASONS: 2020-2021

1. Preferred Vehicle  
32,000 lbs. GVW –40,000 lbs. GVW  
2 Axles

**2020-2021**

Hourly Rate ea. \$ \_\_\_\_\_

Number of Vehicles with  
Hydraulically Operated Power  
Angle Plows and Material Spreaders \_\_\_\_\_ GVWR \_\_\_\_\_  
Power Port Equipped \_\_\_\_\_

2. Alternate Vehicles  
20,001 lbs. GVW –31,999 lbs GVW  
2 Axles

**2020-2021**

Hourly Rate ea. \$ \_\_\_\_\_

Number of Vehicles with  
Hydraulically Operated Power  
Angle Plows and Material Spreaders \_\_\_\_\_ GVWR \_\_\_\_\_  
Power Port Equipped \_\_\_\_\_

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

3. Articulated Loader/combination loaders  
Specify equipment size, bucket size, and/or  
plow\_\_\_\_\_

**2020-2021**

Hourly Rate ea. \$ \_\_\_\_\_

4. Mini Loader  
Specify equipment size, bucket size, and/or  
plow\_\_\_\_\_

**2020-2021**

Hourly Rate ea. \$ \_\_\_\_\_

5. Skid steer  
Specify equipment size, bucket size, and/or  
plow\_\_\_\_\_

**2020-2021**

Hourly Rate ea. \$ \_\_\_\_\_

6. Skid steer w/poly blade for Garage Decks  
Specify equipment size, bucket size, and/or  
plow\_\_\_\_\_

**2020-2021**

Hourly Rate ea. \$ \_\_\_\_\_

7. Snow Blower/thrower  
Specify equipment size, loader attachment, self-  
propelled\_\_\_\_\_

**2020-2021**

Hourly Rate ea. \$ \_\_\_\_\_

8. Snow Plow Vehicle – parking lots and or street alley ways/dead ends/cul-de-sacs  
16,000 lbs. GVW –25,000 lbs. GVW  
2 Axles

**2020-2021**

Hourly Rate ea. \$ \_\_\_\_\_

Number of Vehicles with  
Hydraulically Operated Power  
Angle Plows and Material Spreaders \_\_\_\_\_ GVWR \_\_\_\_\_  
Power Port Equipped \_\_\_\_\_

9. Tri-Axles –snow hauling service only  
Specify Tri-axle dump or Container roll-off \_\_\_\_\_

**2020-2021**

Hourly Rate ea. \$ \_\_\_\_\_

## Indemnification and Insurance Exhibit Snow Plowing Services

For purpose of this Exhibit, the term "Contractor" shall also include their respective agents, representatives, employees, contractors of any tier; and the term "Town of West Hartford and West Hartford Board of Education" (hereinafter called the "Town") shall include their respective boards, commissions, officers, officials, employees, agents, representatives and volunteers.

### I. INDEMNIFICATION

- A. To the fullest extent permitted by law, the Contractor shall release, defend, indemnify, and hold harmless the Town of West Hartford, West Hartford Board of Education, and their respective boards, commissions, officers, officials, employees, agents, representatives and volunteers for any and all liabilities resulting from suits, claims, losses, damages, costs (including without limitation reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments of any name or nature for bodily injury, sickness, disease, or death; and/or damage to or destruction of real and/or personal property; and/or financial losses (including, without limitation, those caused by loss of use) sustained by any person or concern, including officers, employees, agents, contractors of any tier, or volunteers of the Town of West Hartford and West Hartford Board of Education, or the Contractor, or by the public, caused in whole or in part by any and all negligent or intentional acts, errors or omissions of the Contractor, its officers, agents, contractors of any tier, or anyone directly or indirectly employed by them arising from or related to the performance of this Contract.
- B. To the fullest extent permitted by law, the Contractor shall release, defend, indemnify, and hold harmless the Town of West Hartford, West Hartford Board of Education, and their respective boards, commissions, officers, officials, employees, agents, representatives and volunteers from any and all suits, claims, damages, costs, (including without limitation reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments that may arise out of the failure of the Contractor, its officers, agents, contractors of any tier, or anyone directly or indirectly employed by them to comply with any laws, statutes, ordinances, building codes, and rules and regulations of the United States of America, the State of Connecticut, the Town of West Hartford, or their respective agencies.
- C. This duty to indemnify shall not be constrained or affected by the Contractor's insurance coverage or limits, or any other portion of the Contract relating to insurance requirements. It's agreed that the Contractor's responsibilities and obligations to indemnify shall survive the completion, expiration, suspension or termination of the Contract.

### II. INSURANCE

#### A. Insurance Requirements

- 1. The Contractor shall obtain and maintain at its own cost and expense all the insurance described below continuously for the duration of the Contract, including any and all extensions, except as defined otherwise in this Exhibit.
- 2. Contractor's policies shall be written by insurance companies authorized to do business in the State of Connecticut, with a Best's rating of no less than A:VII, or otherwise approved by the Town.
- 3. All policies (with the exception of Worker's Compensation) shall be endorsed to include the Town of West Hartford, West Hartford Board of Education, and their respective boards, commissions, officers, officials, employees, agents, representatives, and volunteers as an Additional Insured. The coverage shall include, but not be limited to, investigation, defense, settlement, judgment or payment of any legal liability. Blanket Additional Insured Endorsements are acceptable. Any Insured vs. Insured language shall be amended to eliminate any conflicts or coverage restrictions between the respective Insureds.
- 4. When the Town or the Contractor is damaged by failure of the Contractor to purchase or maintain insurance required under this Exhibit, the Contractor shall bear all reasonable costs including, but not limited to, attorney's fees and costs of litigation properly attributable thereto.



**B. Required Insurance Coverages:**

1. **Commercial General Liability:** \$1,000,000 each occurrence / \$2,000,000 aggregate for premises/operations, products/ completed operations, contractual liability, independent contractors, personal injury and broad form property damage. Contractor shall continue to provide products/ completed operations coverage for two (2) years after completion of the work to be performed under this Contract.
2. **Automobile Liability and Physical Damage Coverage:** \$1,000,000 each accident for any auto, including uninsured/underinsured motorist coverage and medical payments. Policy shall include collision and comprehensive physical damage coverage.
3. **Umbrella Liability:** \$2,000,000 each occurrence / \$4,000,000 aggregate, following form.
4. **Workers' Compensation and Employer's Liability:** Statutory coverage in compliance with the Workers' Compensation laws of the State of Connecticut. Policy shall include Employer's Liability with minimum limits of \$1,000,000 each accident, \$1,000,000 disease/policy limit, \$1,000,000 disease/each employee.

The Contractor represents that they are currently in compliance with all requirements of the State of Connecticut Workers' Compensation Act and that it shall remain in compliance for the duration of the Contract. The Contractor agrees that Workers' Compensation is their sole remedy and shall indemnify and hold harmless the Town from all suits, claims, and actions arising from personal injuries to the Contractor, however caused. This indemnity shall not be affected by a lapse of Workers' Compensation coverage and/or if the Contractor failed, neglected, refused or is unable to obtain Workers' Compensation insurance.

5. **Personal Property:** All personal property of the Contractor are the sole risk of the Contractor. The Contractor agrees to indemnify, defend and hold harmless the Town from any and all losses or damages, however caused, to any and all personal property belonging to the Contractor.

**C. Additional Terms**

1. **Minimum Scope and Limits:** The required insurance shall meet the minimum scope and limits of insurance specified in this Exhibit, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage is greater. Providing proof of compliance with the insurance requirements described in this Exhibit is not intended, and shall not be construed to exclude the Town from additional limits and coverage available to the Contractor.

Acceptance by the Town of insurance submitted by the Contractor does not relieve or decrease in any manner the liability of the Contractor arising out of or in connection with this Contract. The Contractor is responsible for any losses, claims and costs of any kind which exceed the Contractor's limits of liability, or which may be outside the coverage scope of the policies, or a result of non-compliance with any laws including, but not limited to, environmental laws. The requirements herein are not intended, and shall not be construed to limit or eliminate the liability of the Contractor that arises from the Contract.

2. **Certificates of Insurance:** The Contractor shall provide certificates of insurance, policy endorsements, declaration page(s) or provisions acceptable to the Town confirming compliance with this Exhibit and thereafter upon renewal or replacement of each required policy of insurance. Upon request, the Contractor agrees to furnish complete copies of the required policies.
3. **Subcontractors:** Contractor shall cause all contractors of any tier, acting on its behalf, to comply with this Exhibit. The Contractor shall either include its contractors as an Insured under its insurance policies or furnish separate certificates of insurance and endorsements for each subcontractor.
4. **Premiums, Deductibles and Other Liabilities:** Any and all related costs, including but not limited to, deductibles, retentions, losses, claim expenses, premiums, taxes, and audit charges earned are the sole responsibility of the Contractor.
5. **Occurrence Form, Primary and Non-Contributory:** All required insurance coverage shall be written on an occurrence basis, except as defined otherwise in this Exhibit. Each required policy of insurance shall be primary and non-contributory with respect to any insurance or self-insurance maintained by the Town.

6. Claims-made Form: Insurance coverage written on a claims-made basis shall have a retroactive date that precedes the effective date of this Contract. The Contractor shall maintain continuous coverage or obtain an extended reporting period in which to report claims following end of the Contract, for a minimum of two (2) years, except as defined otherwise in this Exhibit.
7. Waiver of Rights of Recovery: Both the Contractor and Contractor's insurers shall waive their rights of recovery or subrogation against the Town.
8. Claim Reporting: Any failure of the Contractor to comply with the claim reporting provisions of the required insurance policies shall not relieve the Contractor of any liability or indemnification in favor of the Town for losses which otherwise would have been covered by said policies.
9. Cancellation Notice: Each required insurance policy shall not be suspended, voided, cancelled or reduced except after thirty (30) days prior written notice has been given to the Town, ten (10) days for non-payment of premium.
10. Compliance: Failure to comply with any of the indemnification or insurance requirements may be held a willful violation and basis for immediate termination of the Contract.

## 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 purchases 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 deemed 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.

# **WEST HARTFORD TOWN HALL DIRECTIONS**

## **Purchasing, 2<sup>nd</sup> FL**

### **Room 223**

#### **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