

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. 6299F	Opening Date April 3, 2013	Opening Time 2:00 PM	<input checked="" type="checkbox"/> Formal Bid	<input type="checkbox"/> Informal Bid	THIS IS <u>NOT</u> AN ORDER
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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: Schools	Division: Fine Arts	Required Delivery Date	Requisition No.:
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Shipping Destination: various locations within West Hartford (06107)

DESCRIPTION	UNIT PRICE	TOTAL
<p>The Town of West Hartford and West Hartford Public Schools is seeking a vendor for the provision of assembled Wenger (or equal) Tourmaster and Signature model choral risers as further defined in the attached specifications dated Tuesday, March 19, 2013. Vendors shall provide inside delivery of assembled risers distributed as defined in said specifications.</p>		
	TOTAL \$	

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

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

Delivery Date	Shipment via	FEIN #	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.

WENGER TOURMASTER MODEL OR EQUIVALENT, INCLUDING FREIGHT:

1) Riser sections -

- a) 3-step, 6' wide X 18" deep, grey metallic powder-coat finish,
 - i) grey carpeting on riser steps
- b) one-piece design
- c) foot pedal activated cross brace lock/release
- d) heavy-duty wheels, built-in stair glides
- e) steps bolted to understructure
- f) steps removable & reversible
- g) 15-year warranty

2) Back rails -

- (a) 6' grey metallic powder-coat finish
- (b) Can extend the full riser width, creating a continuous back rail when multiple units placed side-by-side

3) Side rails - sets of 2

Quantities and Delivery Locations:

A) HALL – 975 North Main St

- a. 12 Riser Sections
- b. 12 Back Rails
 - i. 3 Side Rail Sets (2 per set)

B) AIKEN – 212 King Philip Drive

- a. 5 Riser Sections
- b. 5 Back Rails
- c. 1 Side Rail Set (2 per set)

C) NORFELDT – 35 Barksdale Road

- a. 5 Riser Sections
- b. 5 Back Rails
- c. 1 Side Rail Set (2 per set)

D) WEBSTER HILL – 125 Webster Hill Boulevard

- a. 6 Riser Sections**
- b. 6 Back Rails**
- c. 1 Side Rail Set (2 per set)**

WENGER SIGNATURE MODEL OR EQUIVALENT, INCLUDING FREIGHT:

4) Riser sections -

- (a) 4-step, 6' 6-1/4" wide X 18" deep, black formed & welded steel**
 - 1. construction, grey carpeting on steps
- (b) permanently attached back rail**
- (c) fold-down design**
- (d) steps reversible**
- (e) Five-year warranty**

5) Side Rails - sets of 2

Quantities and Delivery Locations:

A) BUGBEE

- a. 5 4-step Riser Sections with back rails**
- b. 1 Side Rail Set (2 per set)**

TOURMASTER® CHORAL RISER



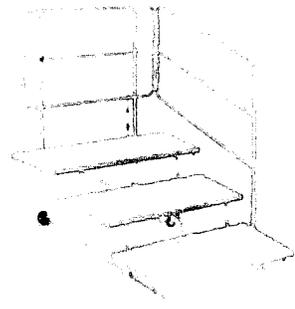
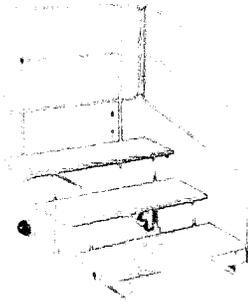
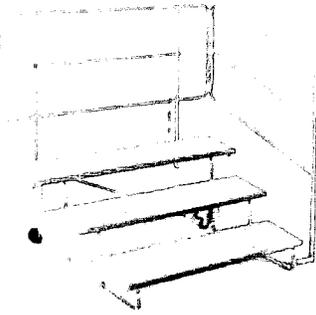
The perfect riser for choirs on the go.

Tourmaster is the only choral riser truly designed to go where choirs go. Whether it's up stairs or around tight corners, each Tourmaster choral riser folds up flat and rolls with the stability and ease of a two-wheel cart. They're easy for anyone to maneuver, transport and set-up. Once in place, it takes just 10 seconds to unfold and lock into the upright position. And the Tourmaster Cart is the ideal tool for moving and storing multiple risers. Each cart holds up to four Tourmaster choral risers, backrails and 4th-step additions - the perfect solution for choirs that travel across the hall or across the country. No other comparable riser sets up so easily or stores in less space.

Tourmaster steps come in either 18 inch or 24 inch (46cm or 61cm) depths for performers of all ages. Optional backrails and siderails provide added security and a refined look. And like all Wenger products, Tourmaster is built extremely tough to ensure solid performances, year after year.



Wenger®
Your Performance Partner



18" (46cm) 3-STEP 6' (183cm) TOURMASTER SETS		
GROUP CAPACITY*	UNITS NEEDED	SPACE REQUIRED
12-16	1	6'w X 4'7"d (1.8m X 1.4m)
24-32	2	11'10"w X 5'5"d (3.6m X 1.7m)
36-48	3	17'5"w X 6'1"d (5.3m X 1.9m)
48-64	4	22'5"w X 7'7"d (6.8m X 2.3m)
60-80	5	26'10"w X 8'10"d (8.2m X 2.7m)
72-96	6	30'7"w X 10'10"d (9.3m X 3.3m)
84-112	7	33'5"w X 12'7"d (10.2m X 2.8m)
96-128	8	35'5"w X 15'2"d (10.8m X 4.6m)

18" (46cm) 3-STEP 4' (122cm) TOURMASTER SETS		
GROUP CAPACITY*	UNITS NEEDED	SPACE REQUIRED
8-12	1	4'3"w X 4'8"d (1.3m X 1.4m)
16-24	2	8'6"w X 5'5"d (2.6m X 1.5m)
24-36	3	12'7"w X 5'4"d (3.8m X 1.6m)
32-48	4	16'8"w X 6'1"d (5.1m X 1.9m)
40-60	5	20'4"w X 6'8"d (6.2m X 2m)
48-72	6	23'10"w X 7'8"d (7.3m X 2.3m)
56-84	7	27'w X 8'8"d (8.2m X 2.6m)
64-96	8	30'w X 9'11"d (9.1m X 3m)

24" (61cm) 3-STEP 4'7" (140cm) TOURMASTER SETS		
GROUP CAPACITY*	UNITS NEEDED	SPACE REQUIRED
8-12	1	4'7"w X 6'2"d (1.4m X 1.9m)
16-24	2	9'2"w X 6'6"d (2.8m X 2m)
24-36	3	13'6"w X 6'10"d (4.1m X 2.1m)
32-48	4	17'10"w X 7'7"d (5.6m X 2.3m)
40-60	5	21'10"w X 8'2"d (6.7m X 2.5m)
48-72	6	25'8"w X 9'3"d (7.8m X 2.8m)
56-84	7	29'2"w X 10'2"d (8.9m X 3.1m)
64-96	8	32'3"w X 11'6"d (9.8m X 3.5m)

4-foot (122cm) Tourmaster is recommended for easier traveling. 18" (46cm) 4-foot (122cm), 4th-step addition will add space for 3-4 performers per unit. 24" (61cm), 4th-step addition will add space for 3-4 performers per unit. 18" (46cm) 6-foot (183cm), 4th-step addition will add space for 4-5 performers per unit.

*First number indicates how many high school students will fit on a riser set if all students stand shoulder to shoulder. Second number indicates how many students will fit on a riser set if they are all facing center with shoulders overlapping. Numbers include a row of students standing on the floor. Adult groups should use the first, or lower, number.

The 6' x 18" (183cm x 46cm) Tourmaster accommodates 12 - 16 choir members.



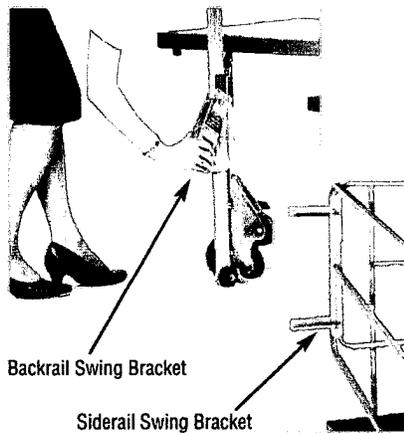
The 4' x 18" and 24" (122cm x 46cm and 61cm) Tourmaster accommodates 8 - 12 choir members.



Numbers vary depending on the physical size of members, overlapping shoulders and the use of the ground as an additional row. As a general rule, adult choirs should work with the smaller capacity number.

Note: Choral risers are not designed for dance or active choreography.

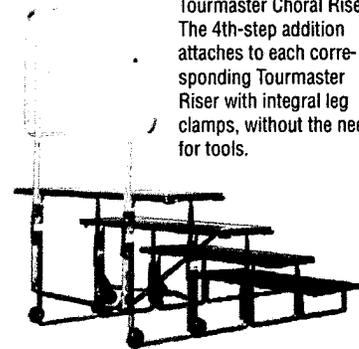
Tourmaster Backrails and Siderails



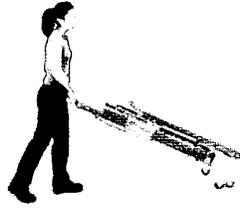
Optional backrails and siderails are recommended for added security. They attach quickly and securely with swing brackets and without the need for tools.

Tourmaster 4th-Step Addition

An optional 4th-step addition is available for all Tourmaster Choral Risers. The 4th-step addition attaches to each corresponding Tourmaster Riser with integral leg clamps, without the need for tools.



Pops up in just 10 seconds.



Four-foot Tourmaster rolls smoothly and securely down the hall, around tight corners, even down stairs.



For set-up, Tourmaster unfolds easily like an accordion.



Just step on the frame and lift. The Lift Assist mechanism helps you raise the riser and lock it into the upright position.



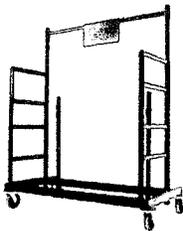
Once set up, Tourmaster is as solid and stable as heavier fold-and-roll risers.



Take down is just as easy. Just activate the foot-pedal release, push and let down.

Tourmaster Cart

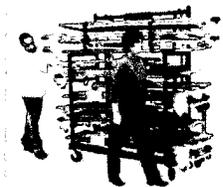
Perfect for moving and storing in your facility or traveling across the country.



Tourmaster carts are available for 4' and 6' (122cm and 183cm) 18" (46cm) steps, as well as the 24" (61cm) step Tourmaster riser.



Carts have heavy-duty swivel casters for easy maneuverability and four pairs of Swing Arms that pivot outward for loading risers.



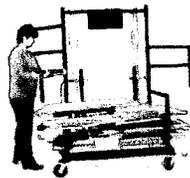
The Tourmaster cart holds up to four risers including four backrails and four 4th-step additions.



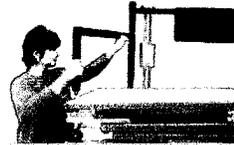
Backrails nest together on Backrail Supports for storage or transport.



Risers stack easily, by alternating the direction of the riser positioning wheels.



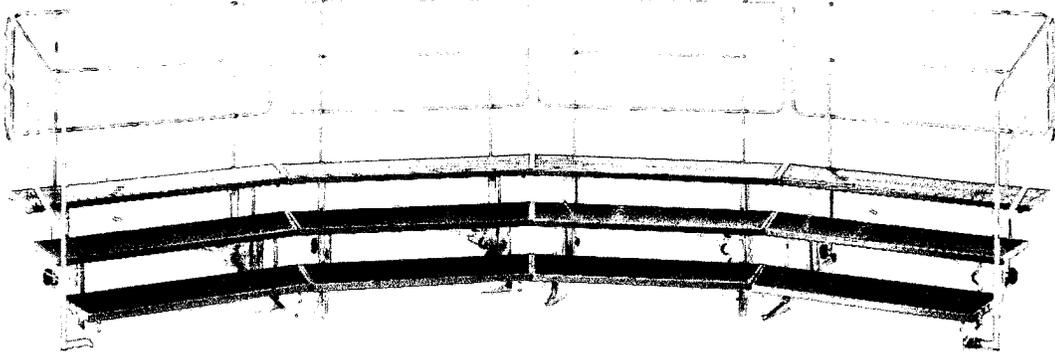
Each Swing Arm lifts upward and pivots outward for stacking each riser then inserts into holding sockets for a secure fit.



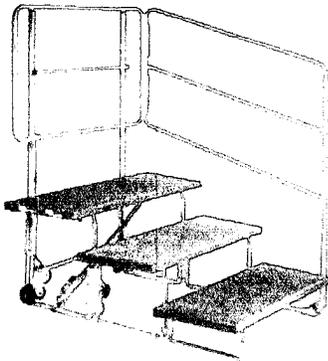
Four 4th-step additions can be stacked on top of the fourth Swing Arm then attached securely to the cart frame with buckled straps.

Wenger®
Your Performance Partner

TOURMASTER® CHORAL RISER



PRODUCT SPECIFICATIONS:



Grey
(standard) Blue



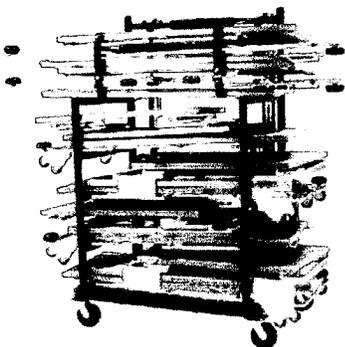
Green Plum Charcoal

TOURMASTER RISER SPECIFICATIONS:

- One-piece design makes set-up extremely fast (10 seconds).
- Easily travels up and down stairs and around tight corners.
- Foot pedal activated cross brace locks or releases leg structure automatically.
- One person set-up for four-foot model; two people recommended for six-foot model.
- Quality construction stands up to years of rough treatment.
- Narrow footprint for compact storage.
- Heavy-duty wheels and built-in stair glides.
- Grey metallic powder-coat finish.
- Carpet available in five colors shown at left.
- Steps are bolted to understructure for maximum security and reduced riser noise.
- 3-step/18"-deep (46cm) model available in 4' (122cm) and 6' (183cm) lengths, both with optional 4th-step addition.
- 3-step/24"-deep (61cm) model available in 4'7" (140cm) length with optional 4th-step addition.
- Swing brackets attach the 4th-step addition to each choral riser without the need for tools.
- Steps can be removed and reversed to create semi-circular or straight arrangements as group size changes.
- Optional backrail and siderail available for all models.
- Backrails comply with OSHA standards and can extend the full riser width to create a continuous backrail when multiple units are placed side-by-side.
- Fifteen-year warranty against defects in materials and workmanship.

TOURMASTER CART SPECIFICATIONS:

- Cart holds up to four Tourmaster risers, four backrails and four 4th-step additions.
- Buckled straps attach 4th-step additions securely to cart frame.
- Backrails nest together on backrail supports.
- 6" (15cm) diameter casters, all 4 casters swivel.
- Cart is steel construction with black baked on powder paint.
- Lift and rotate swing arms move out of the way to allow risers to be easily loaded and unloaded.
- Three cart sizes:
 Cart for 6' (183cm) Tourmaster risers with 18" (46cm) steps, Part number: 024F950
 Cart for 4' (122cm) Tourmaster risers with 18" (46cm) steps, Part number: 024F951
 Cart for 4'7" (140cm) Tourmaster risers with 24" (61cm) steps, Part number: 024F952
- Fits through a standard 36" (91 cm) doorway — 24" (61cm) riser requires 40" (102cm) doorway.



WENGER CORPORATION
 555 Park Drive, PO Box 448
 Owatonna, MN 55060-0448
 Phone 800.4WENGER (493-6437)
 Fax 507.455.4258
 Parts & Service 800.887.7145

WENGER CORPORATION
 CANADA REPRESENTATIVE OFFICE
 Phone 800.268.0148

WORLDWIDE
 Phone 1.507.455.4100
 Fax 1.507.774.8576

Web Site
wengercorp.com

Wenger®

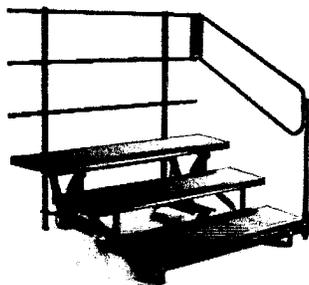
Your Performance Partner

SIGNATURE® CHORAL RISER

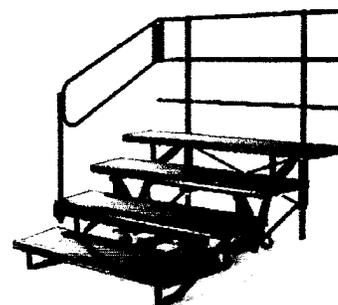


The riser you've always wanted.

Wenger has reinvented the choral riser with every advantage you can imagine in a single, striking, easy-to-handle design. Classic black styling. Simple setup. Lightweight construction. Superb stability. Smooth mobility that fits through standard doorways. Quick step reversibility, without the need for tools. Available in a 3-step or 4-step design with permanent backrail and an optional side rail set (2) for added security. A compact footprint for less storage space. All backed by Wenger's five-year warranty. Wenger Signature Choral Risers – now you can have it all.



3-step Signature Riser shown
with optional side rail

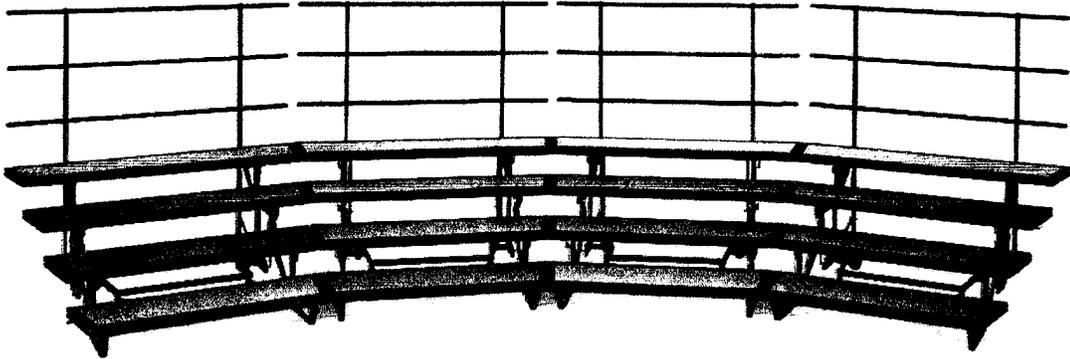


4-step Signature Riser shown
with optional side rail

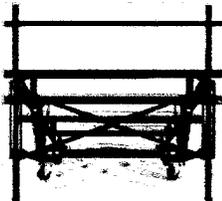
Wenger®

Your Performance Partner

SIGNATURE® CHORAL RISER



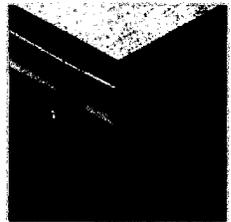
Step supports are welded steel for maximum stability and strength. Backrails are permanently attached for maximum safety.



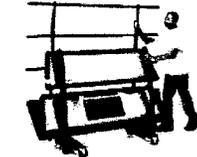
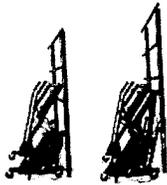
Our reversing design uses a simple wing-nut design for ultra-quick assembly that's as strong and stable as bolt-down connection.



Signature is designed from top-rail to floor to ensure flawless operation and long-lasting good looks. The level of detail is exquisite, with carpet edges protected by structural aluminum extrusions for a finishing touch that adds both distinction and stability.



Both the 3- and 4-step models have a compact footprint. They tuck away into tiny areas, saving you precious storage space. And both Signature models fit through standard doorways.



Signature is easy for one person to roll and control.



Just maneuver it into place and unfold with a single fluid motion.



It sets up without tools to provide excellent stability.



Optional siderails provide additional security for performers of all ages.

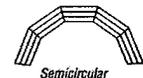
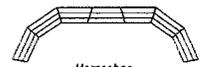
PRODUCT SPECIFICATIONS:

- Patented fold-down design is easy for one person to set up.
- Formed and welded steel construction for unparalleled stability and quiet performance.
- Formal black styling is attractive and appropriate for any performance or venue.
- Wing-nut step attachment design allows reversing without tools.
- 3-step riser is 6' (183 cm) wide at back of third step.
- 4-step riser is 6'-6 1/4" (199 cm) wide at the back of fourth step.
- Both 3- and 4-step models fit through standard doorways.
- Both models feature a compact footprint for easier storage.
- Sturdy backrail with child-height crossbar.
- Option Siderail Set (2) for additional security is available as an accessory.
- Steps are 18" (46 cm) deep.
- Five-year warranty.
- Assembly required. Tools included with unit.
- Environmental attributes and LEED compliance for this product can be found at www.wengercorp.com/GREEN or by contacting your Wenger representative.



RISER STEP REVERSIBILITY

Wenger makes it easy to change riser arrangements. Simply switch the position of the steps on the frame and reverse the horizontal back rail components on the vertical supports.



098D053 3-step Signature Riser, 203 lbs. (91 kg)
098D054 4-step Signature Riser, 262 lbs. (119 kg)
098D541 Siderail (set of 2), 62 lbs. (28 kg)

WENGER CORPORATION
 555 Park Drive, PO Box 448
 Owatonna, MN 55060-0448
 Phone 800.4WENGER (493-6437)
 Fax 507.455.4258
 Parts & Service 800.887.7145

WENGER CORPORATION
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 Phone 800.268.0148

WORLDWIDE
 Phone 1.507.455.4100
 Fax 1.507.774.8576

WEB SITE
www.wengercorp.com

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 Your Performance Partner

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 purchase 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.

COMPLIANCE WITH LAW

Contractor agrees to comply with all laws, statutes, ordinances, rules, regulations, or enactments of any governmental authority.

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.

ERRORS

The Town shall not be held responsible for any misspellings, typographical errors, omissions, or conflicting information within the bid documents. If the bidder finds any within the bid documents, the bidder should contact the Purchasing Agent to request clarification.

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 including any oral or written representations from Town departments other than the Department of Finance's Division of Purchasing Services, 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, 2nd 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