

LEGAL NOTICE

AVON BOARD OF EDUCATION OF AVON, CONNECTICUT

INVITATION FOR BID FOR PURCHASE OF A TERRAIN CUT WITH COMFORT CAB
COMMERCIAL FRONT MOWER

June 3, 2015

Avon Board of Education invites sealed bids for the above named project until June 18, 2015 at 1:00 pm. At that time, bids will be opened in public and read aloud.

The documents comprising the Invitation for Bid can be found on the Avon Board of Education's website, www.avon.k12.ct.us, under "District", "Request for Proposal". They can also be obtained in person at the Avon Board of education, Business Office, 34 West Main Street, Avon, CT 06001, during the hours of 8:00 AM – 4:00 PM, Monday through Friday.

Avon Board of Education reserves the right to amend or terminate this Invitation for Bid, accept all or any part of a bid, reject all bids, waive any informalities or non-material deficiencies in a bid, and award the contract to the lowest bid that meets the criteria set forth in the Invitation for Bid and is in the best interests of Avon Board of Education.

AVON BOARD OF EDUCATION OF AVON, CONNECTICUT

**INVITATION FOR BID FOR PURCHASE OF A TERRAIN CUT WITH COMFORT CAB
COMMERCIAL FRONT MOWER**

June 3, 2015

Bid Opening Date: June 18, 2015

Bid Opening Time: 1:00 pm

Bid Opening Place: Avon Board of Education, 34 Simsbury Road, Avon, CT

Avon Board of Education is soliciting bids for the procurement of a Terrain Cut with Comfort Cab Commercial Front Mower.

One (1) original and one (1) copy of sealed Bids must be received in the Avon Board of Education, 34 Simsbury Road, Avon, CT 06001, by the date and time noted above. Avon Board of Education will not accept submissions by e-mail or fax. Avon Board of Education will not accept Bids received after the date and time noted above.

The documents comprising this Invitation for Bid (IFB) can be found on Avon Board of Education's website, www.avon.K12.ct.us, under "District", "Request for Proposal". They can also be obtained in person at the Avon Board of Education, 34 Simsbury Road, Avon, CT 06001, during the hours of 8:00 AM – 4:00 PM, Monday through Friday. **Each bidder is responsible for checking Avon Board of Education's website to determine if Avon Board of Education has issued any addenda to this Bid and, if so, to complete its Bid in accordance with the IFB as modified by the addenda.**

Bids must be held firm and cannot be withdrawn for sixty (60) calendar days after the opening date. Avon Board of Education reserves the rights to amend or terminate this IFB, accept all or any part of a Bid, reject all Bids, waive any informalities or non-material deficiencies in a Bid, and award the Bid to the lowest Bid that meets the criteria set forth in the IFB and that is in the best interests of Avon Board of Education.

This Bid includes:

- Standard Instructions to Bidders
- Required Contract Terms
- Specifications
- Bid Form
- Bidder's Legal Status Disclosure Form
- Bidder's Non Collusion Affidavit Form
- Bidder's Statement of References Form
- Addenda, if any
- The Contract in the form attached

AVON BOARD OF EDUCATION OF AVON, CONNECTICUT

STANDARD INSTRUCTIONS TO BIDDERS

1. INTRODUCTION

Avon Board of Education is soliciting Bids for the procurement of a Terrain Cut with Comfort Cab Commercial Front Mower. This IFB is not a contract offer, and **no contract will exist unless and until a written contract (the “Contract”) is signed by Avon Board of Education and the successful bidder.**

Interested parties should submit a Bid in accordance with the requirements and directions contained in this IFB. **Bidders are prohibited from contacting any Avon Board of Education’s employees, officer or official concerning this IFB, except as set forth in Section 6, below. A bidder’s failure to comply with this requirement may result in disqualification.**

Except as otherwise provided in the Contract, if there are any conflicts between the provisions of these Standard Instructions to Bidders and any other documents comprising this IFB, these Standard Instructions to Bidders shall prevail.

2. RIGHT TO AMEND OR TERMINATE THE IFB OR CONTRACT

Avon Board of Education may, before or after Bid opening and in its sole discretion, clarify, modify, amend or terminate this IFB if Avon Board of Education determines it is in Avon Board of Education’s best interest. Any such action shall be effected by a posting on Avon Board of Education’s website, www.avon.k12.ct.us “District”, “Request for Proposal”. **Each bidder is responsible for checking Avon Board of Education’s website to determine if Avon Board of Education has issued any addenda and, if so, to complete its Bid in accordance with the IFB as modified by the addenda.**

If this IFB provides for a multi-year Contract, Avon Board of Education also reserves the right to terminate the Contract in subsequent years in the event that Avon Board of Education Council declines to appropriate sufficient funds. Avon Board of Education shall have no obligation or liability to the successful bidder for any unfunded year or years.

3. KEY DATES

Pre-Bid Conference or Site Visit:	Not applicable
Bid Opening:	June 18, 2015 – 1:00 pm
Interviews:	This item not applicable to this IFB
Preliminary Notice of Award:	Within 30 days of Bid Opening
Contract Execution:	Within 10 days of Preliminary Notice of Award

Delivery Date: Within 10 days of purchase order receipt; exceptions must be in writing.

The Interviews, Preliminary Notice of Award and Contract Execution dates are anticipated, not certain, dates.

4. **OBTAINING THE IFB**

All documents that are a part of this IFB can be found on Avon Board of Education's website, www.avon.k12.ct.us, under "District", "Request for Proposal". They can also be obtained in person at the Avon Board of Education, 34 Simsbury Road, Avon, CT 06001, during the hours of 8:00 AM – 4:00 PM, Monday through Friday.

5. **BID SUBMISSION INSTRUCTIONS**

Bids must be received in the Avon Board of Education, 34 Simsbury Road, Avon, CT 06001 prior to the date and time the Bids are scheduled to be opened publicly. Postmarks prior to the opening date and time do **NOT** satisfy this condition. Avon Board of Education will **NOT** accept late Bids. Avon Board of Education will **NOT** accept submissions by e-mail or fax. Bidders are solely responsible for ensuring timely delivery.

One (1) original and one (1) copy of all Bid documents must be submitted in sealed, opaque envelopes clearly labeled with the bidder's name, the bidder's address, the words "**BID DOCUMENTS**," and the **Bid Title and Bid Opening Date**. Avon Board of Education may decline to accept Bids submitted in unmarked envelopes that Avon Board of Education opens in its normal course of business. Avon Board of Education may, but shall not be required to, return such Bid documents and inform the bidder that the Bid documents may be resubmitted in a sealed envelope properly marked as described above.

Bid prices must be submitted on the Bid Form included in this IFB. All blank spaces for Bid prices must be completed in ink or be typewritten; Bid prices must be stated in both words and figures. The person signing the Bid Form must initial any errors, alterations or corrections on that form. Ditto marks or words such as "SAME" shall not be used in the Bid Form.

Bids may be withdrawn personally or in writing provided that Avon Board of Education receives the withdrawal prior to the date and time the Bids are scheduled to be opened. Bids are considered valid, and may not be withdrawn, cancelled or modified, for sixty (60) calendar days after the opening date, in order to give Avon Board of Education sufficient time to review the Bids, investigate the bidders' qualifications, secure any required municipal approvals, and execute a binding contract with the successful bidder.

An authorized person representing the legal entity of the bidder must sign the Bid Form and all other forms included in this IFB.

6. QUESTIONS AND AMENDMENTS

Questions concerning the process and procedures applicable to this IFB are to be submitted **only in writing** (including by e-mail or fax) and directed **only to**:

Name: Peter Gaski
Department: Facilities
E-mail: pgaski@avon.k12.ct.us
Phone: 860-404-4789

Bidders are prohibited from contacting any other Avon Board of Education employee, officer or official concerning this IFB. A bidder's failure to comply with this requirement may result in disqualification.

The appropriate Avon Board of Education representative listed above must receive any questions from bidders no later than four (4) business days before the Bid opening date. That representative will confirm receipt of a bidder's questions by e-mail.

Avon Board of Education will answer all relevant written questions by issuing one or more addenda, which shall be a part of this IFB and the resulting Contract, containing all questions received as provided for above and decisions regarding same.

At least three (3) calendar days prior to Bid opening, Avon Board of Education will post any addenda on Avon Board of Education's website, www.avon.k12.ct.us, under "District", "Request for Proposal". **Each bidder is responsible for checking the website to determine if Avon Board of Education has issued any addenda and, if so, to complete its Bid in accordance with the IFB as modified by the addenda.**

No oral statement of Avon Board of Education, including oral statements by Avon Board of Education representatives listed above, shall be effective to waive, change or otherwise modify any of the provisions of this IFB, and no bidder shall rely on any alleged oral statement.

7. ADDITIONAL INFORMATION

Avon Board of Education reserves the right, either before or after the opening of Bids, to ask any bidder to clarify its Bid or to submit additional information that Avon Board of Education in its sole discretion deems desirable.

8. COSTS FOR PREPARING BID

Each bidder's costs incurred in developing its Bid are its sole responsibility, and Avon Board of Education shall have no liability for such costs.

9. OWNERSHIP OF BIDS

All Bids submitted become Avon Board of Education's property and will not be returned to bidders.

10. MANDATORY PRE-BID CONFERENCE

This item is not applicable to this IFB.

11. FREEDOM OF INFORMATION ACT

All information submitted in a Bid or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended and judicially interpreted. A bidder's responses may contain financial, trade secret or other data that it claims should not be public (the "Confidential Information"). A bidder must identify specifically the pages and portions of its Bid or additional information that contain the claimed Confidential Information by visibly marking all such pages and portions. Provided that the bidder cooperates with Avon Board of Education as described in this section, Avon Board of Education shall, to the extent permitted by law, protect from unauthorized disclosure such Confidential Information.

If Avon Board of Education receives a request for a bidder's Confidential Information, it will promptly notify the bidder in writing of such request and provide the bidder with a copy of any written disclosure request. The bidder may provide written consent to the disclosure, or may object to the disclosure by notifying Avon Board of Education in writing to withhold disclosure of the information, identifying in the notice the basis for its objection, including the statutory exemption(s) from disclosure. The bidder shall be responsible for defending any complaint brought in connection with the nondisclosure, including but not only appearing before the Freedom of Information Commission, and providing witnesses and documents as appropriate.

12. REQUIRED DISCLOSURES

Each bidder must, in its Bid Form, make the disclosures set forth in that form. A bidder's acceptability based on those disclosures lies solely in Avon Board of Education's discretion.

13. LEGAL STATUS

If a bidder is a corporation, limited liability Company, or other business entity that is required to register with the Connecticut Secretary of the State's Office, it must have a current registration on file with that office. Avon Board of Education may, in its sole discretion, request acceptable evidence of any bidder's legal status. Each bidder must complete the Bidder's Legal Status Disclosure Form included in this IFB.

14. PRESUMPTION OF BIDDER'S FULL KNOWLEDGE

Each bidder is responsible for having read and understood each document in this IFB and any addenda issued by Avon Board of Education. A bidder's failure to have reviewed all information that is part of or applicable to this IFB, including but not limited to any addenda posted on Avon Board of Education's website, shall in no way relieve it from any aspect of its Bid or the obligations related thereto.

Each bidder is deemed to be familiar with and is required to comply with all federal, state and local laws, regulations, ordinances, codes and orders that in any manner relate to this IFB or the provision of goods or performance of the work described herein.

By submitting a Bid, each bidder represents that it has thoroughly examined and become familiar with the scope of work outlined/the goods described in this IFB, and it is capable of performing the work/delivering/installing the goods to achieve Avon Board of Education's objectives. If applicable, each bidder shall visit the site, examine the areas and thoroughly familiarize itself with all conditions of the property before preparing its Bid.

15. SUBSTITUTION FOR NAME BRANDS

The bidder must attach detailed information concerning deviations from any name brands specified in the IFB and explain in detail how the substitution compares with the name brand's specifications. Avon Board of Education in its sole discretion shall decide whether the substitution is acceptable.

16. TAX EXEMPTIONS

Avon Board of Education is exempt from the payment of federal excise taxes and Connecticut sales and use taxes per Federal Tax Exempt #06-6001957 and pursuant to Conn. Gen. Stat. Chapter 219, § 12-412(1).

17. PERFORMANCE SECURITY

This item is not applicable to this IFB.

18. DELIVERY ARRANGEMENTS

The successful bidder shall deliver the items that are the subject of the IFB, at its sole cost and expense, to the Avon Public Works Garage located at 11 Arch Road in Avon, Connecticut on or before August 1, 2014, unless a later delivery date is approved by the Public Works Director.

19. AWARD CRITERIA; PRELIMINARY SELECTION; CONTRACT EXECUTION

All Bids will be publicly opened and read aloud as received on the date, at the time, and at the place identified in this IFB. Bidders may be present at the opening.

Avon Board of Education reserves the right to correct, after bidder verification, any mistake in a Bid that is a clerical error, such as a price extension, decimal point error or FOB terms. If an error exists in an extension of prices, the unit price shall prevail. In the event of a discrepancy between the price quoted in words and in figures, the words shall control.

Avon Board of Education reserves the rights to accept all or any part of a Bid, reject all Bids, and waive any informalities or non-material deficiencies in a Bid. Avon Board of Education also reserves the right, if applicable, to award the purchase of individual items under this IFB to any combination of separate Bids or bidders.

Avon Board of Education will select the lowest Bid that meets the criteria set forth in the IFB and is in the best interests of Avon Board of Education; meaning that, in addition to price, due consideration will be given to factors such as a bidder's experience, references, capabilities, past performance, and other relevant criteria. Avon Board of Education may reject any bidder if, in the sole judgment of Avon Board of Education, the bidder's past performance gives rise to a substantial risk that the bidder may not provide satisfactory performance.

Avon Board of Education generally will not award the Bid to any business that or person who is in arrears or in default to Avon Board of Education with regard to any tax, debt, contract, security or any other obligation.

Avon Board of Education will issue a Preliminary Notice of Award. The preliminary notice of award may be subject to further negotiations with the bidder. **The making of a preliminary award to a bidder does not provide the bidder with any rights and does not impose upon Avon Board of Education any obligations. Avon Board of Education is free to withdraw a preliminary award at any time and for any reason. A bidder has rights, and Avon Board of Education has obligations, only if and when a Contract is executed by Avon Board of Education and the bidder.**

If the bidder does not provide all required documents and execute the Contract within ten (10) business days of the date of the Preliminary Notice of Award, unless extended by Avon Board of Education, Avon Board of Education may call any Bid security provided by the bidder and may enter into discussions with another bidder.

The Interviews, Preliminary Notice of Award and Contract Execution dates in Section 3's Key Dates are anticipated, not certain, dates.

20. NONRESIDENT REAL PROPERTY CONTRACTORS

This item is not applicable to this IFB.

21. COMPLIANCE WITH IMMIGRATION LAWS

By submitting a Bid, each bidder confirms that it has complied, and during the term of the Contract will comply, with the Immigration Reform and Control Act ("IRCA") and that each person it provides under the Contract will at all times be authorized for employment in the United States of America. Each bidder confirms that it has a properly completed Employment Eligibility Verification, Form I-9, for each person who will be assigned under the Contract and that it will

require each subcontractor, if any, to confirm that it has a properly completed Form I-9 for each person who will be assigned under the Contract.

The successful bidder shall defend, indemnify, and hold harmless Avon Board of Education, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the “Avon Board of Education Indemnified Parties”), against any and all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including fines, penalties, punitive damages, attorney’s fees and costs, brought or assessed against, or incurred by, Avon Board of Education Indemnified Parties related to or arising from the obligations under IRCA imposed upon the successful bidder or its subcontractor. The successful bidder shall also be required to pay any and all attorney’s fees and costs incurred by Avon Board of Education Indemnified Parties in enforcing any of the successful bidder’s obligations under this provision, whether or not a lawsuit or other proceeding is commenced. The successful bidder’s obligations under this section shall survive the termination or expiration of the Contract.

22. NON COLLUSION AFFIDAVIT

Each bidder shall submit a completed Bidder’s Non Collusion Affidavit Form that is part of this IFB.

END OF STANDARD INSTRUCTIONS TO BIDDERS

AVON BOARD OF EDUCATION OF AVON, CONNECTICUT

REQUIRED CONTRACT TERMS

The following provisions will be mandatory terms of Avon Board of Education's Contract with the successful bidder. If a bidder is unwilling or unable to meet, or seeks to clarify or modify, any of these Contract Terms, the bidder must disclose that inability, unwillingness, clarification and/or modification in its Bid Form (see Section 12 of the Standard Instructions to Bidders):

1. DEFENSE, HOLD HARMLESS AND INDEMNIFICATION

The successful bidder agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Avon Board of Education, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Avon Board of Education Indemnified Parties"), from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including attorney's fees, arising out of or relating, directly or indirectly, to the successful bidder's malfeasance, misconduct, negligence or failure to meet its obligations under the IFB or the Contract. The successful bidder's obligations under this section shall not be limited in any way by any limitation on the amount or type of the successful bidder's insurance. Nothing in this section shall obligate the successful bidder to indemnify Avon Board of Education Indemnified Parties against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of Avon Board of Education Indemnified Parties.

In any and all claims against Avon Board of Education Indemnified Parties made or brought by any employee of the successful bidder, or anyone directly or indirectly employed or contracted with by the successful bidder, or anyone for whose acts or omissions the successful bidder is or may be liable, the successful bidder's obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by the successful bidder under workers' compensation acts, disability benefit acts, or other employee benefits acts.

The successful bidder shall also be required to pay any and all attorney's fees incurred by Avon Board of Education Indemnified Parties in enforcing any of the successful bidder's obligations under this section. The successful bidder's obligations under this section shall survive the termination or expiration of the Contract.

As a municipal agency of the State of Connecticut, Avon Board of Education will NOT defend, indemnify, or hold harmless the successful bidder.

2. NO ASSIGNMENT; SUBCONTRACTING

The successful bidder may not subcontract, transfer or assign any of its obligations under the Contract, except as follows:

Prior to entering into any subcontract agreement(s) for the work described in the Contract, the successful bidder shall provide Avon Board of Education with written notice of the identity (full legal name, street address, mailing address (if different from street address), and telephone number) of each proposed subcontractor. Avon Board of Education shall have the right to object to any proposed subcontractor by providing the successful bidder with written notice thereof

within seven (7) business days of receipt of all required information about the proposed subcontractor. If Avon Board of Education objects to a proposed subcontractor, the successful bidder shall not use that subcontractor for any portion of the work described in the Contract.

All permitted subcontracting shall be subject to the same terms and conditions as are applicable to the successful bidder. **The successful bidder shall remain fully and solely liable and responsible to Avon Board of Education for performance of the work described in the Contract.** The successful bidder also agrees to promptly pay each of its subcontractors within thirty (30) days of receipt of payment from Avon Board of Education or otherwise in accordance with law. The successful bidder shall assure compliance with all requirements of the Contract. The successful bidder shall also be fully and solely responsible to Avon Board of Education for the acts and omissions of its subcontractors and of persons employed, whether directly or indirectly, by its subcontractor(s).

3. W-9 FORM

The successful bidder must provide Avon Board of Education with a completed W-9 form before Contract execution.

4. GENERAL PROVISIONS CONCERNING PAYMENTS

Except as otherwise noted in the Specifications or Contract, all payments are to be made 30 days after the appropriate Avon Board of Education employee receives and approves the invoice, unless otherwise specified in the Specifications.

5. REJECTED WORK OR MATERIALS

The successful bidder, at its sole cost and expense, shall remove from Avon Board of Education's property rejected items, commodities and/or work within 48 hours of Avon Board of Education's notice of rejection. Immediate removal may be required when safety or health issues are present.

6. ADVERTISING

The successful bidder shall not name Avon Board of Education in its advertising, news releases, or promotional efforts without Avon Board of Education's prior written approval.

If it chooses, the successful bidder may list Avon Board of Education in a Statement of References or similar document required as part of its response to a public procurement. Avon Board of Education's permission to the successful bidder to do so is not a statement about the quality of the successful bidder's work or Avon Board of Education's endorsement of the successful bidder.

7. PREVAILING WAGES

This item is not applicable to this IFB.

8. PREFERENCES

This item is not applicable to this IFB.

9. WORKERS COMPENSATION

This item is not applicable to this IFB.

10. SAFETY

This item is not applicable to this IFB.

11. NONDISCRIMINATION AND AFFIRMATIVE ACTION

In the performance of the Contract, the successful bidder will not discriminate or permit discrimination in any manner prohibited by the laws of the United States or of the State of Connecticut against any person or group of persons on the grounds of race, color, religious creed, age (except minimum age), marital status or civil union status, national origin, ancestry, sex, sexual orientation, mental retardation, mental disability or physical disability, including but not limited to blindness, unless the successful bidder shows that such disability prevents performance of the work involved.

In the performance of the Contract, the successful bidder will take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age (except minimum age), marital status or civil union status, national origin, ancestry, sex, sexual orientation, mental retardation, mental disability or physical disability, including but not limited to blindness, unless the successful bidder shows that such disability prevents performance of the work involved.

In accordance with Avon Board of Education's Affirmative Action Plan, the successful bidder shall comply with all provisions of the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972, United States Executive Orders 11246, 11375, 11478, and if applicable, the Connecticut Fair Employment Practice Law and Executive Order No. 3 of Governor Meskill. Any violation of these provisions shall be considered a material violation of the Contract and shall be grounds for Avon Board of Education's cancellation, termination or suspension, in whole or in part, of the Contract and may result in ineligibility for further Avon Board of Education contracts.

12. STATE GRANT/LOAN AGREEMENT

This item is not applicable to this IFB.

13. SUCCESSFUL BIDDER PERSONNEL MUST BE AUTHORIZED TO WORK

The Successful bidder confirms that it has complied with the obligations under the Immigration Reform and Control Act (IRCA) and that the employees, independent contractors and other personnel it provides under this Contract are authorized for employment in the United States. The successful bidder further confirms that it has properly completed I-9s for all employees assigned to Avon Board of Education's place of business. The successful bidder agrees to hold harmless and indemnify Avon Board of Education in the event that any of the employees or other personnel provided by the successful bidder are found not to be authorized to work under the law or in the event that there is a determination that the obligations set forth under IRCA, including, but not limited to, the failure to correctly prepare and maintain I-9s, have not been complied with by the successful bidder. The successful bidder agrees to indemnify, defend and hold Avon Board of

Education harmless against any claims brought against the successful bidder or Avon Board of Education as a result of these obligations, including but not limited to, settlement fees, judgments and attorneys' fees and costs.

14. CESSATION OF BUSINESS/BANKRUPTCY/RECEIVERSHIP

If the successful bidder ceases to exist, dissolves as a business entity, ceases to operate, files a petition or proceeding under any bankruptcy or insolvency laws or has such a petition or proceeding filed against it, Avon Board of Education has the right to terminate the Contract effective immediately. In that event, Avon Board of Education reserves the right, in its sole discretion as it deems appropriate and without prior notice to the successful bidder, to make arrangements with another person or business entity to provide the services described in the Contract and to exercise any or all of its rights at Law, in equity, and/or under the Contract.

15. NON-EMPLOYMENT RELATIONSHIP

Avon Board of Education and the successful bidder are independent parties. Nothing contained in the Contract shall create, or be construed or deemed as creating, the relationships of principal and agent, partnership, joint venture, employer and employee, and/or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of the Contract. The successful bidder understands and agrees that it is not entitled to employee benefits, including but not limited to workers compensation and employment insurance coverage, and disability. The successful bidder shall be solely responsible for any applicable taxes.

16. VALIDITY

The invalidity of one or more of the phrases, sentences or clauses contained in the Contract shall not affect the remaining portions so long as the material purposes of the Contract can be determined and effectuated.

17. COMPLIANCE WITH LAWS; PERMITS

The successful bidder shall comply with all applicable laws, regulations, ordinances, codes and orders of all governmental bodies, including the United States, the State of Connecticut and Avon Board of Education, related to its Bid and the performance of the Contract. The successful bidder shall also, at its own expense, obtain all permits and approvals from all such governmental bodies required for performance of the Contract, and shall immediately notify Avon Board of Education in writing of the loss or suspension of any such approval or permit.

18. CONNECTICUT LAW AND COURTS

The Contract shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut, and the parties irrevocably submit in any suit, action or proceeding arising out of the Contract to the jurisdiction of the United States District Court for the District of Connecticut or of any court of the State of Connecticut, as applicable.

END OF REQUIRED CONTRACT TERMS

AVON BOARD OF EDUCATION OF AVON, CONNECTICUT

**SPECIFICATIONS FOR TERRAIN CUT WITH COMFORT CAB COMMERCIAL
FRONT MOWER**

Commercial Front Mower

- John Deere 1575 Terrain Cut with Comfort Cab
- Commercial Front Mower (less Mower Deck)
- Beacon Light Kit (cab only)
- Rear work light kit (2 lights) (cab only)
- Reverse Alarm Kit (back-up alarm)
- Quick-Tatch Weight, 42 lb
- Rear Weight Mounting Kit
- Set-up and other charges

47" Heavy-Duty Two-stage Snow Blower

- 47" Heavy-Duty Two-Stage Snow Blower (for 1550/1570 Terrain Cut Front Mowers, 1400 Series II and Non-Series II Front Mowers)
- Lift Arms, Drive Shaft and Hardware

Warranty

- The manufacturer shall provide full machine warranty (parts and labor) for a period of 2 years or 2,000 hours whichever comes first.

Manuals

- Operation and maintenance manuals and parts catalog shall be supplied in a digital PDF format along with a printed operator's manual for each machine

END OF SPECIFICATIONS

AVON OF AVON, CONNECTICUT

BID FORM

**PURCHASE OF A TERRAIN CUT WITH COMFORT CAB COMMERCIAL FRONT
MOWER**

BIDDER'S FULL LEGAL NAME:

PRICE BID

Pursuant to and in full compliance with the IFB, the undersigned bidder, having visited the site or property if applicable, and having thoroughly examined each and every document comprising the IFB, including any addenda, hereby offers and agrees as follows:

To provide the products and/or services specified in, and upon the terms and conditions of, the IFB for the total sum of _____

_____ /100 Dollars (write out in words) (\$_____).

ACKNOWLEDGEMENT

In submitting this Bid Form, the undersigned bidder acknowledges that the price(s) include all labor, materials, transportation, hauling, overhead, fees and insurances, bonds or letters of credit, profit, security, permits and licenses, and all other costs to cover the completed products and/or services called for in the IFB. Except as otherwise expressly stated in the IFB, no additional payment of any kind will be made for the products and/or services called for in the IFB.

REQUIRED DISCLOSURES

1. Exceptions to/Clarifications of/Modifications of the IFB

_____ This Bid does not take exception to or seek to clarify or modify any requirement of the IFB, including but not only any of the required Contract Terms beginning on page 12 of this IFB. **The bidder agrees to each and every requirement, term, provision and condition of this IFB.**

OR

_____ This Bid takes exception(s) to and/or seeks to clarify or modify certain of the IFB requirements, including the Required Contract Terms. **Attached is a sheet fully describing each such exception.**

2. Occupational Safety and Health Law Violations

Has the bidder or any firm, corporation, partnership or association in which it has an interest (1) been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the Bid (provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction) or (2) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the Bid?

_____ Yes _____ No

If “yes,” attach a sheet fully describing each such matter.

3. Arbitration/Litigation

Has either the bidder or any of its principals (regardless of place of employment) been involved for the most recent ten (10) years in any pending or resolved arbitration or litigation?

_____ Yes _____ No

If “yes,” attach a sheet fully describing each such matter.

4. Criminal Proceedings

Has the bidder or any of its principals (regardless of place of employment) ever been the subject of any criminal proceedings?

_____ Yes _____ No

If “yes,” attach a sheet fully describing each such matter.

5. Ethics and Offenses in Public Projects or Contracts

Has either the bidder or any of its principals (regardless of place of employment) ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of Bids or bids or the performance of work on public works projects or contracts?

_____ Yes _____ No

If "yes," attach a sheet fully describing each such relationship.

6. No Conflict of Interest

Is the bidder aware of any personal or business relationship between a Avon Board of Education officer or employee and an officer, director, member, manager or partner of the bidder that could be regarded as creating a conflict of interest?

_____ Yes _____ No

If "yes," attach a sheet fully describing each such matter.

NOTE: THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID BID, MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE BID. SUCH SIGNATURE CONSTITUTES THE BIDDER'S REPRESENTATIONS THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT COMPROMISING THE IFB, UNLESS AN EXCEPTION IS DESCRIBED ABOVE.

BY _____
(PRINT NAME)

TITLE: _____

(SIGNATURE)

DATE: _____

END OF BID FORM

AVON BOARD OF EDUCATION OF AVON, CONNECTICUT

BIDDER'S LEGAL STATUS DISCLOSURE

Please fully complete the applicable section below, attaching a separate sheet if you need additional space.

For purposes of this disclosure, "permanent place of business" means an office continuously maintained, occupied and used by the bidder's regular employees regularly in attendance to carry on the bidder's business in the bidder's own name. An office maintained, occupied and used by a bidder only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied and used by a person affiliated with a bidder will not be considered a permanent place of business of the bidder.

IF A SOLELY OWNED BUSINESS:

Bidder's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business under sole proprietor or trade name _____

Does the bidder have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

IF A CORPORATION:

Bidder's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business _____

Names of Current Officers

President

Secretary

Chief Financial Officer

Does the bidder have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

IF A LIMITED LIABILITY COMPANY:

Bidder's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business _____

Names of Current Manager(s) and Member(s)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

(Attach additional sheets as necessary)

Does the bidder have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

IF A PARTNERSHIP:

Bidder's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business _____

Names of Current Partners

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

(Attach additional sheets as necessary)

Does the bidder have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

Bidder's Full Legal Name

(print)
Name and Title of Bidder's Authorized Representative

(signature)
Bidder's Representative, Duly Authorized

Date

END OF LEGAL STATUS DISCLOSURE FORM

AVON BOARD OF EDUCATION OF AVON, CONNECTICUT

BIDDER'S NON COLLUSION AFFIDAVIT FORM

BID FOR:

The undersigned bidder, having fully informed himself/herself/itself regarding the accuracy of the statements made herein, certifies that:

- (1) the Bid is genuine; it is not a collusive or sham Bid;
- (2) the bidder developed the Bid independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent competition;
- (3) the bidder, its employees and agents have not communicated the contents of the Bid to any person not an employee or agent of the bidder and will not communicate the Bid to any such person prior to the official opening of the Bid; and
- (4) no elected or appointed official or other officer or employee of Avon Board of Education is directly or indirectly interested in the bidder's Bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

The undersigned bidder further certifies that this affidavit is executed for the purpose of inducing Avon Board of Education to consider its Bid and make an award in accordance therewith.

Legal Name of Bidder

(signature)
Bidder's Representative, Duly Authorized

Name of Bidder's Authorized Representative

Title of Bidder's Authorized Representative

Date

Subscribed and sworn to before me this _____ day of _____, 201__.

Notary Public
My Commission Expires:

END OF NON COLLUSION AFFIDAVIT FORM

AVON BOARD OF EDUCATION OF AVON, CONNECTICUT

**PURCHASE OF A TERRAIN CUT WITH COMFORT CAB COMMERCIAL FRONT
OWER**

BIDDER'S STATEMENT OF REFERENCES FORM

Provide at least three (3) references for work comparable to what is required under this IFB within the last three (3) years:

1. BUSINESS NAME _____
ADDRESS _____
CITY, STATE _____
TELEPHONE: _____
INDIVIDUAL CONTACT NAME AND POSITION _____

2. BUSINESS NAME _____
ADDRESS _____
CITY, STATE _____
TELEPHONE: _____
INDIVIDUAL CONTACT NAME AND POSITION _____

3. BUSINESS NAME _____
ADDRESS _____
CITY, STATE _____
TELEPHONE: _____
INDIVIDUAL CONTACT NAME AND POSITION _____

END OF STATEMENT OF REFERENCES FORM

**PURCHASE OF A TERRAIN CUT WITH COMFORT CAB COMMERCIAL FRONT
MOWER CONTRACT**

This _____ Contract (the "Contract") is entered into the ____ day of _____, 20__ ("Effective Date") by and between Avon Board of Education, a political subdivision of the State of Connecticut, (the "Avon Board of Education") and _____, a _____, whose principal office is located at _____, _____, _____ (the "Contractor").

WHEREAS, Avon Board of Education has issued an Invitation for Bid (the "IFB") for _____ (the "Work"); and

WHEREAS, Contractor submitted a Bid to Avon Board of Education, dated _____, 20__ (the "Bid"); and

WHEREAS, Avon Board of Education has selected Contractor and Avon Board of Education and the Contractor desire to enter into a formal agreement for the performance of the Work;

THEREFORE, in consideration of the recitals set forth above and the mutual promises by the parties below, the parties agree as follows:

1. General. The Contractor agrees to perform the Work in accordance with the Contract Documents, as defined in Section 2 below.
2. Contract Documents. The Contract Documents include the following:
 - (i) The Contract;
 - (ii) The IFB, including the Standard Instructions to Bidders, Required Contract Terms, and Specifications;
 - (iii) Addenda; and
 - (iv) The Bid submitted by the Contractor.

In the event of a conflict or inconsistency between or among the Contract, the IFB and/or the Bid, this Contract shall have the highest priority, the IFB the second priority, and the Bid the third priority.

3. Incorporation of Required Contract Terms. Without limiting the foregoing, **this Contract incorporates by reference all of the Required Contract Terms set forth in the IFB**, which shall be deemed as fully as part of this Contract as if they were set forth in their entirety in this Contract.

4. Term of Contract; Commencement of Work. Unless earlier terminated as provided in Section 6 below, the term of the Contract shall commence on the Effective Date of the Contract and be in effect until delivery is made and goods are accepted by the Public Works Director as

being in good working order. However, the Contractor shall not start the Work prior to having received a notification to proceed from Avon Board of Education.

5. Contract Payments. Avon Board of Education will pay the Contractor for work completed in accordance with Section 4 of the Required Contract Terms of the IFB and the Price contained in the Bid Form of the IFB.

6. Failure to Perform by Contractor. If the Contractor fails to perform this Contract in accordance with its terms, Avon Board of Education shall have the right, in addition to all other remedies it may have, to declare the Contract in default and enter into an agreement with another person to perform the Work. In that event, the Contractor shall pay Avon Board of Education, as liquidated damages, the amount of any excess of the new price over the price in the Contract Documents, both pro-rated to the period of time covered by the unexpired term of the Contract at the time of default, plus any legal or other costs incurred by Avon Board of Education in terminating the Contract and securing a new contractor.

7. Change Orders, Price Modifications, and Other Amendments. Avon Board of Education shall have the right to require the Contractor to make alterations of, additions to and deductions from the Work. All such changes to the Scope of Work shall be made by a written change order written by Avon Board of Education. The Contractor shall compute the effect of the change order upon the Contract price, subject to review and acceptance by Avon Board of Education.

8. Entire Contract. The Contract Documents represent the entire and integrated agreement between Avon Board of Education and the Contractor and supersede all prior negotiations, representations or agreements, whether written or oral.

9. Amendments. The Contract may not be altered or amended except by a written agreement executed by both parties.

10. Execution. The Contract may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. The Contract shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile or other electronic means) to each of the parties.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the day and year first written above.

AVON BOARD OF EDUCATION

[Witness]

By

Gary Mala
Superintendent

Sample Contract

[COMPANY NAME]

[Witness]

By _____

Its _____