

**INVITATION TO BID
PURCHASE AND INSTALLATION OF SECTIONAL OVERHEAD DOORS
AVON, CT**

One (1) original and one (1) copy of sealed bids for the above named project will be submitted to the Town Manager's Office, 60 West Main Street, Avon, CT 06001-3743 until 10:00 AM on Wednesday, April 28, 2010 at which time they will be publicly opened and read aloud.

The Town of Avon reserves the right to accept any or any part of bids, to reject any, all, or any part of bids, to waive any formalities non material deficiencies in the bidding process, and to award the bid deemed to be in the best interest of the Town.

Attention of bidders is directed to certain requirements of this contract which require payment of prevailing wages.

A Performance Bond in the full amount of the annual contract sum will be required of the successful bidder.

The Town of Avon is an affirmative action/equal opportunity employer. Minority/Women's Business Enterprises are encouraged to apply.

Copies of the Bid Package shall be obtained in person at the Town Manager's Office, 60 West Main Street, Avon, CT 06001-3743, (860) 409-4300, during the hours of 8:30 AM - 4:30 PM Monday to Friday or on the Town's website: www.town.avon.ct.us (under "Opportunities") Public Bids and RFP's.

Brandon L. Robertson
Town Manager
Town of Avon

**BID PACKAGE
PURCHASE AND INSTALLATION OF SECTIONAL OVERHEAD DOORS
AVON, CT**

March 24, 2010

INVITATION TO BID NO. 09/10-20
STANDARD INSTRUCTIONS
BID FORM
TECHNICAL SPECIFICATIONS – OVERHEAD DOORS
TECHNICAL SPECIFICATIONS – AUTOMATIC DOOR OPERATORS
AGREEMENT

Brandon L. Robertson
Town Manager
60 West Main Street
Avon, CT 06001-3743

PURCHASE AND INSTALLATION OF SECTIONAL OVERHEAD DOORS
STANDARD INSTRUCTIONS TO BIDDERS

1. INTRODUCTION

The Town of Avon is soliciting bids for the purchase and installation of fifteen (15) sectional overhead doors at the Department Public Works facility located at 11 Arch Road, Avon, CT. The scope of work will consist of removing existing sectional overhead doors and related hardware and replacing with insulated sectional overhead doors and related hardware. If there are any conflicts between the instructions in these Standard Instructions to Bidders and any other bidding document(s), these Standard Instructions to Bidders shall prevail. This project is funded through An American Recovery and Reinvestment Act (ARRA) Energy Efficiency and Conservation Block Grant and is subject to the provisions of this law as awarded to the Town of Avon.

2. KEY EVENT DATES

Invitation to Bid Issued	March 24, 2010
Pre-Bid Conference	N/A
Public Bid Opening	April 28, 2010 – 10:00 AM
Bid Awarded	Within 60 Days
Commencement of Work	Within ten (10) calendar days of Notice to Proceed

3. OBTAINING BID DOCUMENTS

Specifications and bidding documents may be obtained from the Town Manager's Office, 60 West Main Street, Avon, CT, or from the Town's website at: www.town.avon.ct.us (under "Opportunities") Public Bids and RFP's.

4. BID SUBMISSION INSTRUCTIONS

- A. One (1) original and one (1) copy of all bids must be submitted in a sealed envelope clearly marked "Sealed Bid for Town of Avon – Purchase and Installation of Sectional Overhead Doors". If forwarded by mail or courier, the sealed envelope must be addressed to "Brandon L. Robertson, Town Manager, Town of Avon, 60 West Main Street, Avon, Connecticut 06001-3743". Bids must be at the office of the Town Manager by the time the first bid is publicly opened. Postmarks are NOT an acceptable waiver of this policy. Corrections and/or modifications received after the first bid is publicly opened will NOT be accepted.
- B. Ditto marks or words such as "SAME" on the Bid considered writing and must not be used.
- C. All information must be submitted in blue ink or typewritten. Errors, alterations or corrections on both the original and all required copies must be initialed by the person signing the bid.

PURCHASE AND INSTALLATION OF SECTIONAL DOORS
STANDARD INSTRUCTIONS TO BIDDERS

- D. Bids are considered valid for sixty (60) days after bid(s) are opened. Bidders may not withdraw, cancel or modify their bid for a period of sixty (60) days after bid(s) are opened.
- E. An authorized person representing the legal entity of the bidder must sign bids.
- F. The inability to meet any specified requirements(s) must be stated in writing and attached to the bid form, or written on the bid form. If no exceptions are noted, it shall be assumed that the terms of the Invitation to Bid have been accepted.
- G. The Town reserves the right to waive any non material deficiencies or irregularities in a bid when such a waiver is in their best interest to do so.

5. QUESTIONS

Any questions about this project should be directed to Mr. Bruce Williams, Director of Public Works, at (860) 673-6151.

However, no oral interpretations shall be made to any respondent as to the meaning of any of the bid documents. Every request for an interpretation shall be made in writing, addressed and forwarded to Brandon Robertson either by email to brobertson@town.avon.ct.us, fax: (860) 409-4368, or by mail: Town Manager's Office, 60 West Main Street., Avon, CT 06001-3743. To receive consideration, such questions must be received at least five (5) calendar days before the established date for receipt of bids.

The Town will arrange as addenda, which shall be made a part of this Invitation to Bid and the resulting contract, all questions received as above provided and decisions regarding each. At least three (3) days prior to the receipt of bids, the Town will post a copy of any addenda to its website, located at: www.town.avon.ct.us (under "Opportunities") Public Bids and RFP's. It shall be the responsibility of each bidder to determine whether addenda have been issued, and if so, to download copies directly from the Town's website.

6. PRESUMPTION OF BIDDER BEING FULLY INFORMED

At the time the first bid is opened, each bidder is presumed to have read and is thoroughly familiar with all bidding and contract documents for this project. Failure or omission of the bidder to receive or examine any information concerning this bid shall in no way relieve any bidder from obligations with respect to their bid.

7. PRE-BID CONFERENCE

Attendance at the pre-bid conference, if any as indicated in section 2 titled Key Event Dates, is not mandatory. Failure to attend does not relieve bidders of obligations under this bid.

PURCHASE AND INSTALLATION OF SECTIONAL DOORS
STANDARD INSTRUCTIONS TO BIDDERS

8. INTERPRETATION OF ACCEPTABLE WORK

The specifications, bidding and contract documents are to be interpreted as meaning those acceptable to the Town of Avon. The Town will issue any substantive changes or interpretations in writing as an addendum.

9. TAX EXEMPTIONS

The Town of Avon is exempt from Federal Excise Taxes and Connecticut Sales and Use Taxes. Bidders shall avail themselves of these exemptions. If required, the contractor must supply the Town with a W-9 form for services rendered.

10. INSURANCE

The bidder awarded this bid must provide a current Certificate of Insurance to the Assistant Town Manager PRIOR to commencement of work, with the following requirements:

- a. Commercial General Liability:

Each Occurrence:	\$1,000,000
Personal/Advertising Injury Per Occurrence:	\$1,000,000
General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate	\$2,000,000
Fire Damage Legal Liability	\$ 100,000
- b. Automobile Liability:

Each Accident:	\$1,000,000
Hired/Non-owned Auto Liability	\$1,000,000
- c. Worker's Compensation, as required by Connecticut State statutes.
- d. The "Town of Avon" is to appear as an additional insured on the contractor's general liability and automobile liability Certificates of Insurance.
- e. All insurance is to be provided by a company authorized to issue such insurance in the State of Connecticut with a Best rating of no less than A:VII.
- f. All insurance may not be canceled or modified without thirty (30) days written notice be registered U.S. Mail to: Town Manager, Town of Avon, 60 West Main Street, Avon, Connecticut 06001-3743.
- g. The limits of insurance may either be met as stated above, or in combination with an umbrella or excess liability policy.

11. SUBSTITUTION FOR NAME BRANDS

Should brand name items appear in this bid, the bidder must attach specifications for any substitutions, and explain how the substitution compares with the named brand's specification. The decision as to whether the substitution is acceptable rests solely with the Town of Avon.

PURCHASE AND INSTALLATION OF SECTIONAL DOORS
STANDARD INSTRUCTIONS TO BIDDERS

12. AWARDING THE BID

The Town of Avon reserves the right to accept any bid or any part of bids, to reject any, all, or any part of bids, to waive any non-material deficiencies or irregularities in the bidding process, and to award the bid deemed to be in the best interests of the Town.

An award shall be made to the lowest responsive and responsible bidder. That bidder is the person or firm whose bid to perform the work is the lowest, who is qualified and competent to do the work, whose past performance of work is satisfactory to the Town and whose bid documents comply with the procedural requirements stated herein.

The Bid Awarded date in section 2 titled Key Event Dates is the date the bid is anticipated to be awarded. It is not a date certain.

13. REJECTION AND/OR CANCELLATION OF BIDS

The Town reserves the right to reject or cancel any and all bids, or any part of any or all bids, if such action is deemed to be in its best interest to do so.

14. DELIVERY ARRANGEMENTS

No delivery services are required under this contract.

15. BID BOND

A Bid Bond is not required with this bid.

16. PERFORMANCE BOND

A Performance Bond is required with this bid. Prior to the execution of the contract, the contractor shall furnish either a Performance Bond, a letter of credit, or cash bond in the amount at least equal to 100% of the total annual contract price as a security for faithful performance of the agreement. The Surety on the bond must be a corporate surety registered to do business in the State of Connecticut.

17. PREVAILING WAGE RATES

Minimum Federal Wage Rates are in effect for this project. Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. §.3145, the Department of Labor has issued regulations at 29 C.F.R. 5.5 concerning application of the Davis-Bacon Act. Every Contractor and Subcontractor performing work on this project shall post the prevailing wage scale as determined by the Labor Commissioner at a location at the site or at the place used by employees to receive their wages (refer to Exhibit A).

18. EQUAL EMPLOYMENT OPPORTUNITY

Attention of bidders is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religious creed, age marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including but not limited to blindness, unless it is shown by such vendor that such disability prevents performance of the work involved, in any many prohibited by the laws of the United State or the State of Connecticut. The contractor further agrees to provide the Town of Avon with such information requested by the Town concerning the employment practices and procedures of the contractor as related to the provisions of this section.

19. BUY AMERICAN – §1605 OF PUB. L. 111-5

In accordance with the provisions of the Section 1605 of the ARRA, all funding for this project requires that all iron, steel and manufactured goods used in the project are produced in the United States of America.

END OF STANDARD INSTRUCTIONS TO BIDDERS

**BID FORM
TOWN OF AVON
PURCHASE AND INSTALLATION OF SECTIONAL OVERHEAD DOORS**

BID of _____ (hereinafter called "BIDDER", a corporation organized and existing under the laws of the State of _____, a partnership, or an individual doing business as: _____ * having visited the site and carefully examined all bidding documents together with all addenda issued and received prior to the scheduled closing time for receipt of bids will provide and install fifteen (15) sectional overhead doors at the Department of Public Works facility in accordance with the general specifications including all labor, materials and anything else reasonably necessary to complete all work for the aggregate sum of _____ (\$ _____).

* Insert the Corporation, Partnership, or Individual name as applicable. Cross out non- applicable types.

Door #	Price	Automatic Operator	Total
Door 1	\$	\$	\$
Door 2	\$	\$	\$
Door 3	\$	\$	\$
Door 4	\$	\$	\$
Door 5	\$	\$	\$
Door 6	\$	\$	\$
Door 7	\$	\$	\$
Door 8	\$	\$	\$
Door 9	\$	\$	\$
Door 10	\$	\$	\$
Door 11	\$	\$	\$
Door 12	\$	\$	\$
Door 13	\$	\$	\$
Door 14	\$	\$	\$
Door 15	\$	\$	\$
GRAND TOTAL			

Alternate #1: Pneumatic Safety Edge (per door) \$ _____
Alternate #2: Photo Cell Safety (per door) \$ _____
Alternate #3: (2) Transmitters & (1) Receiver Radio (per door) \$ _____

The undersigned submits this Bid without collusion with any other person, firm or individual.

Witness: _____ Firm: _____

Signature: _____ Address: _____

Date: _____

Name: _____ Telephone: _____
 (print or type)

Title: _____ E-mail: _____

BID FORM

BIDDER acknowledges receipt of the following ADDENDA (if any):

No.	Date:	No.	Date:
No.	Date:	No.	Date

BIDDER hereby agrees to furnish at the net prices indicated all materials, labor and equipment for all the items listed below, subject to and in accordance with the specifications and conditions described in the CONTRACT DOCUMENTS, all which are made part of this proposal.

In submitting this BID, the BIDDER acknowledges that:

1. The lump sum prices include all labor, materials, transportation, hauling, overhead, fees and insurances, profit, and all other costs to cover the finished work of the several kinds called for in the Contract Documents. No additional payment of any kind in the form of a surcharge will be made for work accomplished under the lump sum prices, as bid.
2. No representation of warranty has been made by the OWNER that the estimated quantities used for comparison of BIDS will even approximate the actual quantities required to satisfactorily complete the WORK required under this CONTRACT.
3. Upon receipt of written notice of acceptance of this BID by the OWNER, the BIDDER shall execute the CONTRACT attached to these documents.
4. In regard to all conditions affecting the WORK to be done and the labor and materials to be furnished, this BID is based solely on the BIDDERS investigations and findings and neither the OWNER nor its officers, employees or agents shall be held responsible for the accuracy of, or be bound by any information contained in these Contract Documents.

This BID is submitted in full compliance with the conditions outlined in the Contract Documents. BIDDER has responded to and completely filled in all required spaces in the BID document, and obtained the necessary Notary Public signature where so required.

This BID Respectfully Submitted by:

IF A SOLELY OWNED COMPANY:

Company Name: _____
Address: _____
Town: _____
By: _____
(Authorized Signature)
Title _____
E-Mail: _____
Date _____

IF A CORPORATION OR LIMITED LIABILITY COMPANY:

A company organized under the laws of _____, composed of officers as follows:

_____ President	_____ Secretary
_____ Vice President	_____ Treasurer

Countersigned

IF A PARTNERSHIP:

A partnership doing business under the firm name and style of _____, composed of partners as follows:

_____ Name & Title (if any)	_____ Name & Title (if any)
_____ Name & Title (if any)	_____ Name & Title (if any)

This BID must bear the written signature of the BIDDER. If the BIDDER is a partnership, a partner must sign the BID. If the BIDDER is a corporation or limited liability company, the BID must be signed by a duly authorized officer of such corporation or limited liability company.

BIDDER'S QUALIFICATIONS STATEMENT

The BIDDER shall answer all of the following questions, as part of the BID, so that the OWNER can judge the BIDDER's ability, experience and facilities for performing the proposed work.

1. Name of BIDDER: _____

2. Bidder's Tax Identification Number:

3. What year was company organized/formed?

4. How many years has the BIDDER been engaged in business under the present firm or trade name? _____

5. What is the general character or type of work you perform?

6. Has the BIDDER ever failed to complete any contracted work?
If yes, explain with whom and why:

7. Has the BIDDER ever defaulted on a contract?
If yes, explain with whom and why:

8. For other work you have under contract at the present time: Attach list with description of work; the name of the client/owner with telephone number; and the approximate value of the work to be performed.

NOTE: The BIDDER is required to have completed a minimum of five (5) similar projects as a demonstration of competency and experience for the project proposed herein. Such projects are to be listed below.

9. Attached is a list of all projects that your present organization has completed within the past ten years or is presently working on. Indicate here how many additional pages attached: _____ pages.

**BIDDER'S QUALIFICATIONS STATEMENT
(Continued)**

10. List below the equipment that you propose to furnish and use on the proposed work:

OWNED EQUIPMENT:

(Staple additional sheets as required)

RENTED EQUIPMENT:

11. List the name(s), address(es) and telephone number(s) of the banks or financial institutions used for business and reference purposes:

12. Attached is a list of the names, addresses and the background/experience of all principal or key members of the BIDDERS organization, including its officers:

Indicate the number of pages attached:

NOTE: If requested, the BIDDER agrees to furnish the OWNER with a detailed financial statement and other relevant information that may be required by the Town of Avon to properly evaluate the qualifications of the BIDDER.

PROPOSED SUBCONTRACTORS

BIDDER intends to utilize the following subcontractors on this project:

If none, write "None" here: _____

NAME AND ADDRESS
OF SUBCONTRACTOR:

DESCRIPTION OF WORK:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____

NON-COLLUSION AFFIDAVIT OF BIDDER

State of _____, County of _____, being first duly sworn, disposes and says that:

1. He is the owner, officer, representative or agent of:
_____ the BIDDER that has submitted the attached BID;
2. The attached BID is genuine; it is not a collusive or sham BID;
3. He is fully informed respecting the preparation and contents of, and knowledgeable of all pertinent circumstances respecting the attached BID;
4. Neither BIDDER nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham BID in connection with the CONTRACT for which the attached BID has been submitted or to refrain from bidding in connection with any contract, or has in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any other bidder, firm or person to fix the price or prices in the attached BID or of any other bidder, or to fix any overhead, profit or cost element of the BID prices or the bid price of any other bidder, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Avon or any other person interested in the proposed CONTRACT.
5. The price(s) quoted in the attached BID are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the BIDDER or any of its agents, representatives, owners, employees, or parties in interest, including this affiant; and
6. That no elected or appointed official or other officer or employee of the Town of Avon, whose salary or compensation is payable in whole or in part by the Town of Avon is directly or indirectly interested in this BID, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

(Signed) _____
(Name of Bidder)

Subscribed and sworn to before me this _____ day of _____, 2010

Title

My Commission expires _____, 20__

**STATEMENT OF BIDDERS COMPLIANCE WITH
EQUAL EMPLOYMENT OPPORTUNITY LAW AND REGULATIONS
INCLUDING EXECUTIVE ORDER NO. 3**

This statement must be completed by the Bidder and shall accompany his bid for this project.

IT IS HEREBY CERTIFIED THAT:

NAME OF BIDDER: _____

BUSINESS ADDRESS: _____

To the extent required by law, the Bidder has complied on past Contracts and will fully comply on this project with all applicable laws and regulations regarding equal employment opportunities for minorities and women, and;

Has ___ has not ___ previously performed work under the conditions of the Governor's Executive Order No. 3 of the State of Connecticut, or any preceding similar Executive Order with regards to Non-Discrimination.

Signature

Title

Subscribed and sworn to before me this
_____ day of _____, 2010

Title

My Commission expires _____, 20__

IMPORTANT: THIS STATEMENT MUST BE SUBMITTED WITH BID

END OF SECTION

SECTIONAL OVERHEAD DOORS

TECHNICAL SPECIFICATIONS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Motor operated sectional overhead doors and related hardware.

1.2 REFERENCES

- A. ANSI/DASMA 102 – American National Standard Specifications for Sectional Overhead Type Doors; 1996.
- B. ASTM A 229/A 229M – Standard Specification for Steel Wire, Oil-Tempered for Mechanical Springs; 1993.
- C. ASTM A 653/A 653M – Standard Specification for Steel Sheets, Zinc-coated (Galvanized) or Zinc-Iron Alloy-coated (Galvannealed) by the Hot-Dip Process; 1997.
- D. ASTM E 84 – Standard Test Method for Surface Burning Characteristics of Building Materials.
- E. ASTM E 330 - Standard Test Method for Structural Performance of Exterior Windows, Curtain Walls, and Doors by Uniform State Air Pressure Difference; 1996.

1.3 SUBMITTALS

- A. Product Data: Manufacturer's specifications and technical literature.
- B. Shop Drawings: Drawings of openings, showing locations of track anchors and other supports.
- C. Operation and Maintenance Data.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Authorized by manufacturer.

SECTIONAL OVERHEAD DOORS
TECHNICAL SPECIFICATIONS

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Sectional Overhead Doors: Provide products manufactured by Wayne-Dalton Corporation, One Door Drive, Mt. Hope, OH 44660. ASD. Tel: (216) 674-7015. Fax (216) 674-1857.
- B. Requests for substitutions will be considered.

2.2 SECTIONAL OVERHEAD DOORS

- A. Insulated Sectional Overhead Doors: Insulated steel tongue-and-groove joined panels with roll-formed internal struts with polypropylene rib caps to provide thermal break; end caps to provide tight seal at jambs; and hardware plates to all fastener points.
 - 1. Complying with ANSI/DASMA 102 requirements for commercial doors.
 - 2. Wind Load Performance: Withstanding 15.2 psf (728 Pa) external pressure and 12 psf (575 Pa) internal pressure when tested in accordance with ASTM E 330.
 - 3. Insulation: Foamed-in-place high density polyurethane core with flamespread of 10 and smoke density of 210 when measured in accordance with ASTM E 84.
 - 4. Finish: Baked-on polyester primer and finish coat.
 - 5. Panel Thickness: 2 inches (50 mm).
 - 6. Face Sheet Thickness: 20 gage, 0.036 inch (0.9 mm).
 - 7. Panel Design: Flush.
 - 8. Thermal Resistance: Calculated "R" value of 16.16, max.
 - 9. Zinc Coating: Z275 galvanized, before finishing.
 - 10. Color: White.
 - 11. View Windows: Single glazed aluminum sash section.
 - 12. Glazing: ½ inch (12 mm) thick clear glass.

2.3 COMPONENTS

- A. Tracks: Graduated wedge type weathertight design, with mounting brackets.
 - 1. Material: 16 gage, 0.06 inch (1.52 mm), galvanized steel sheet, ASTM A 653/A 653M, Z120 hot-dipped zinc-aluminum coating.
 - 2. Depth: 2 inches (50 mm)

SECTIONAL OVERHEAD DOORS
TECHNICAL SPECIFICATIONS

- B. Hardware:
 - 1. Hinges: Hot-dipped galvanized steel.
 - 2. Track Rollers: Steel, with case-hardened inner steel races and 10 ball bearings.
 - 3. Weatherstripping: Compressible U-shaped PVC bottom seal. Vinyl perimeter seal for jambs and headers.

- C. Counterbalances: Spring torsion type capable of supporting entire door weight, made of ASTM A 229/A 229M oil-tempered steel wire.
 - 1. Performance: Minimum of 25,000 cycles
 - 2. Spring Fittings and Drums: Die-cast high strength aluminum.
 - 3. Cables: Preformed galvanized steel aircraft cables with minimum safety factor of 5 to 1.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Before beginning work, verify that openings have been properly prepared.

3.2 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install doors plumb, level, and operating smoothly without binding.
- C. The Town will provide all wire and wiring required. The successful bidder will supply all door controls and safety devices.
- D. Bidders are hereby notified that the doors are various sizes. Therefore it is the responsibility of the bidders to measure the doors and provide the appropriate size in each location.

END OF SECTION

AUTOMATIC DOOR OPERATORS **TECHNICAL SPECIFICATIONS**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Jackshaft-type door operators for high lift sectional doors and limited rolling door and grille applications.

1.2 REFERENCES

- A. National Electrical Manufacturers Association (NEMA): NEMA ICS 6 – Industrial Control and Systems: Enclosures.

1.3 SUBMITTALS

- A. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation Methods.
 - 4. Cleaning Methods.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging with labels intact until ready for installation.
- B. Schedule delivery of door operator so that spaces are sufficiently complete that door operators can be installed immediately upon delivery.

1.5 WARRANTY

- A. Manufacturer's standard limited lifetime warranty against material and manufacturing defects.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer: The Chamberlain Group, Inc.: 845 Larch Avenue, Elmhurst, IL 60126-1196. ASD. Tel: (800) 282-6225. Fax: (630) 516-8412. E-Mail: www.chamberlain.com.

AUTOMATIC DOOR OPERATORS
TECHNICAL SPECIFICATIONS

- B. Substitutions: Requests for substitutions will be considered. Vendors offering a substitution must include a copy of the specifications with their bid in order for it to be considered.

2.2 TROLLEY OPERATED DOOR OPERATOR

- A. Industrial-Duty Operator: Continuous-duty high-starting torque motor capable of driving the door at a speed of door speed of approximately 8 inches (203 mm) to 9 inches (229 mm) per second; Model T-75-23; Chamberlain, Elmhurst, IL.
1. Electric Operator: Model T-75-23 industrial-duty assembly, complete with electric motor and factory-prewired motor controls, positive locking mechanical brake, emergency disconnect, 3-button OPEN/CLOSE/STOP control station, conduit and wiring from control to motor, and accessories required for proper operation;
 - a. Electric Motor: Protected against overload by a current sensing or thermal overload device.
 - 1) Motor Specification: 208/230V-60Hz-3 Phase; 3/4 HP
 - b. Primary Speed Reduction Device: Heavy-duty 4L V-belt with chain and sprocket double reduced secondary with mechanical braking to hold door in any position. Operator shall be equipped with adjustable friction clutch, floor level disconnect, and door driven sprocket.
 - c. Limit Switches: Fully adjustable, driven linear-type switch mechanism synchronizing operator with door. Low-friction nylon limit nuts shall be fitted on threaded steel shaft, rotating on oil-tight self-lubricating bronze bushings. Motor shall be removable without affecting limit switch setting.
 - d. Motor Control and Enclosure (choose one).
 - 1) Solid-State Motor Control and Enclosure: LiftMaster LOGIC 3 motor control shall be UL approved microprocessor solid-state type, and include the capability to select one of seven wiring types and a maximum run timer for motor protection. Additional features shall include a maintenance alert diagnostic system, timer-to-close w/timer defeat input, and mid-stop programming capabilities. Motor control device shall be enclosed in a NEMA 1 enclosure and integral with the operator. Control enclosures shall conform to ANSI/NEMA ICS6.
 - (a) Radio Receiver: LiftMaster LOGIC 3 on-board, 3-channel receiver with standard external antenna; equipped to accept Security+ Rolling Code Technology remote transmitters and Trinary Dip Switch remote transmitters, with memory for up to 23 Security+ remote transmitters or an unlimited number of Trinary Dip Switch remote transmitters.

AUTOMATIC DOOR OPERATORS
TECHNICAL SPECIFICATIONS

- e. 3-Button Control Station: 3-button station providing OPEN/CLOSE/STOP shall be NEMA Type 1 with maintenance alert indicator to signal intervals for routine door and operator maintenance.
 - f. Door Drive: Full #50 roller chain.
2. Optional Operator Accessories:
- a. Self-Monitoring Safety Operation Application: CPS-LN4 Self-Monitoring Sensor.

PART 3: EXECUTION

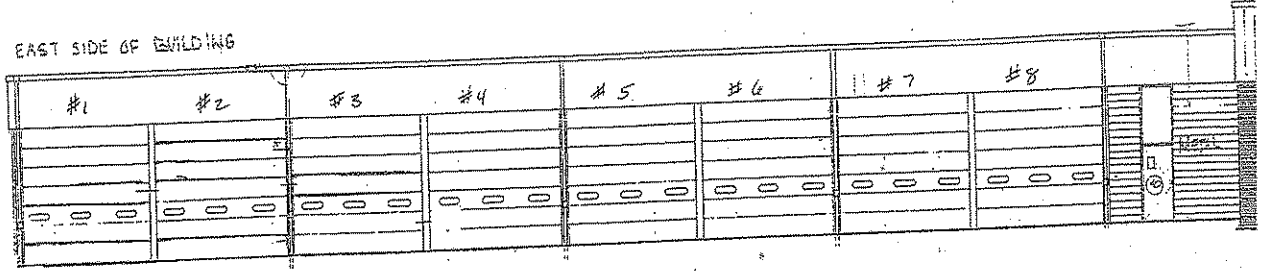
3.1 INSTALLATION

- A. Install in accordance with manufacturer's instructions.

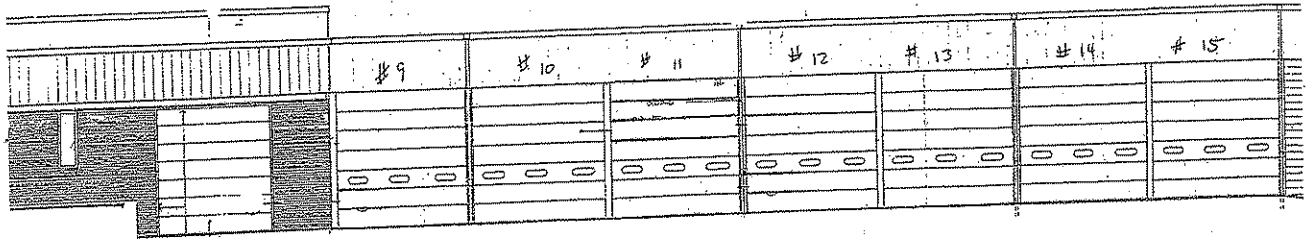
END OF SECTION

PROJECT NAME: REPLACEMENT OF SECTIONAL OVERHEAD DOORS

EAST SIDE OF BUILDING



WEST SIDE OF BUILDING



11 ARCH RD.
AVON, CT
NOT TO SCALE

PURCHASE AND INSTALLATION OF SECTIONAL OVERHEAD DOORS

This _____ Agreement (the "Agreement") is entered into the _____ day of _____, 2010 ("Effective Date") by and between the Town of Avon, a political subdivision of the State of Connecticut (the "Town") and _____ corporation located at _____, _____, _____ (the "Contractor").

WHEREAS, the Town has issued a Invitation for Bid (the "IFB") for the Purchase and Installation of Sectional Overhead Doors at the Avon Public Works Building at 11 Arch Road, Avon, Connecticut (the "Premises"); and

WHEREAS, the services to be performed by the Contractor are set forth in the IFB (the "Work"); and

WHEREAS, Contractor submitted its Bid to the Town on _____ for the Work in accordance with the requirements and specifications of the IFB; and

WHEREAS, the Town has selected Contractor and the Town 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 9 below. The Contract Documents represent the entire and integrated agreement between the Town and the Contractor and supersede all prior negotiations, representations or agreements, whether written or oral.
2. Duties. Contractor shall perform the Work described in the Contract Documents except for any work that is specifically prescribed in the Contract Documents to be the responsibility of another person. Contractor shall furnish all labor, equipment, trucks, materials, facilities, supplies, transport, and any other things necessary to carry out the terms of the Contract Documents.
3. Permits and Standards. Contractor shall, at its own expense, obtain all required permits and agreements from the Town, county, federal, state or other governmental authority for performance of the Work in accordance with the standards prescribed by the federal Environmental Protection Agency, the Occupational Safety and Health Administration, NIOSH, the Department of Environmental Protection of the State of Connecticut and any other federal, state or local government laws and regulations. In the event of a conflict or overlap of any such laws or regulations, the most stringent provisions shall be applicable.
4. Compliance with Laws. Contractor shall comply with all federal, state and local laws and regulations governing the Work whether or not such laws and regulations are fully and properly reflected in the IFB.

5. Term. The term of this Agreement shall commence on the Effective Date of this Agreement and be in effect until _____. Work to be performed at the prices stated in the Bid Form. The Contractor shall not start the Work prior to having received a notification to proceed from the Town.

6. Payment. The Town will pay the Contractor for work completed based upon the unit prices specified on the Bid Form.

7. Insurance. The Contractor shall carry and keep in force during the term of this Agreement insurance as more specifically described in Section 10 of the Standard Instructions to Bidders, by a company or companies authorized to do business in Connecticut. The Company shall provide Certificates of Insurance specifying such coverage and naming the Town as additional insured prior to the start of the work.

8. Liability. The Contractor agrees to assume full responsibility and liability for damage or injury to persons or real or tangible personal property caused directly or indirectly by the negligent or tortious actions or inactions of the Contractor, its agents, employees or subcontractors with respect to the Work. The Contractor further agrees to assume full responsibility and liability for, and indemnify the Town against, the Contractor's failure to comply with any applicable federal, state or local law or regulation in the performance of Contractor's duties pursuant to the Contract Documents.

9. Contract Documents. The Contract Documents include, without limitation, the following:

- (i) The Agreement;
- (ii) The IFB, including the General Specifications and Technical Specifications;
- (iii) Addendum 1 issued prior to the execution of this Agreement or modifications issued after the execution of this Agreement;
- (iv) The Vendor's Bid Submission.

10. Hold Harmless. The Contractor agrees to indemnify and save harmless the Town of Avon, its agents and employees, from and against all loss or expense, (including costs and attorneys' fees), arising out of or resulting from the performance of the work by the Contractor by reason or liability imposed upon the Town of Avon, its agents and employees, for damages because of bodily injury, including death at any time resulting there from, sustained by any person or persons, (including employees of the Contractor), or on account of damage to property, including loss of use thereof, if such injuries or damages are caused by the negligence or breach of Contract Documents of the Contractor, its agents and employees or otherwise. The existence of insurance shall in no way limit the scope of this indemnification. The indemnification provision shall be separate and distinct from issuance of a Certificate of Insurance.

11. No Assignment. The Contractor shall not subcontract, transfer or assign its obligations under the Contract Documents or any portion thereof without the prior written consent of the Town.

12. Termination. If the Contractor fails to perform this Agreement in accordance with its terms, the Town shall have the right, in addition to all other remedies it may have, to declare the

Agreement in default and, therefore, terminated and to resubmit the Agreement for further bid. In that event, the Contractor shall pay the Town, as liquidated damages, the amount of any excess of the new Agreement Price over the Agreement Price herein provided for, both pro-rated to the period of time covered by the unexpired term of the Agreement at the time of default, plus any legal or other costs incurred by the Town in terminating the Agreement and securing a new contractor.

13. Contractor Personnel Must Be Authorized to Work. The Contractor 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 Agreement are authorized for employment in the United States. The Contractor further confirms that it has properly completed I-9s for all employees assigned to the Town's place of business. The Contractor agrees to hold harmless and indemnify the Town in the event that any of the employees or other personnel provided by the Contractor 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 Contractor. The Contractor agrees to indemnify, defend and hold the Town harmless against any claims brought against the Contractor or the Town as a result of these obligations, including but not limited to, settlement fees, judgments and attorneys' fees and costs.

14. Change Orders, Price Modifications, and Other Amendments. The Town 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 the Town. The Contractor shall compute the effect of the change order upon the Agreement price, subject to review and acceptance by the Town. Any other changes or amendments to the terms of this Agreement and the other Contract Documents may be made only by a written document referencing this Agreement and executed by both parties.

15. Nondiscrimination and Affirmative Action. The Contractor will ensure that employees and applicants for employment are not discriminated against because of their race, color, religious creed, age marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including but not limited to blindness, unless it is shown by such vendor that such disability prevents performance of the work involved, in any many prohibited by the laws of the United State or the State of Connecticut. Specifically the Contractor will comply with the provisions of the ARRA grant regarding nondiscrimination and affirmative action as outlined in Exhibit B.

16. Connecticut Law and Courts. This Agreement 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 Agreement to the jurisdiction of the United States District Court for the District of Connecticut and the jurisdiction of any court of the State of Connecticut.

17. Execution. This Agreement 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, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile) to each of the parties.

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

THE TOWN OF AVON

COMPANY

By _____

By _____

Title _____

Title _____

Date _____

Date _____

Exhibit A

Federal Prevailing Wages

PLASTERER.....\$ 32.18 20.44

 CARP0024-012 05/04/2009

Rates Fringes

CARPENTER (Including Drywall
 Hanging, Acoustical Ceiling
 Installation, Soft
 Floor/Carpet Laying, Metal
 Stud Installation, Form Work
 and Scaffold Building).....\$ 29.00 17.80

 CARP0024-013 05/04/2009

Rates Fringes

MILLWRIGHT.....\$ 29.75 17.80

 ELEC0035-007 06/01/2009

Entire County excluding Berlin, Bristol, Hartland, New Britain,
 Newington, Plainville and Southington Townships

Rates Fringes

ELECTRICIAN, Including Low
 Voltage Wiring.....\$ 35.40 19.51

 ELEC0090-007 06/01/2009

Berlin, Bristol, New Britain, Newington, Plainville,
 Southington Townships

Rates Fringes

ELECTRICIAN, Including Low
 Voltage Wiring.....\$ 34.95 19.50

 ELEC0488-010 06/01/2009

Hartland Township

Rates Fringes

ELECTRICIAN, Including Low
 Voltage Wiring.....\$ 34.80 19.80

 * ELEV0091-001 01/01/2010

Rates Fringes

ELEVATOR MECHANIC.....\$ 43.57 20.035+a+b

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence
 Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas
 Day, plus the Friday after Thanksgiving.

b. VACATION: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

ENGI0478-013 04/05/2009

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Asphalt Paver.....	\$ 32.01	17.75+a
Asphalt Roller.....	\$ 31.36	17.75+a
Backhoe/Excavator 2 cubic yards and over.....	\$ 33.73	17.75+a
Backhoe/Excavator under 2 cubic yards; Grader/Blade; Rubber Tire		
Backhoe/Excavator.....	\$ 32.99	17.75+a
Bobcat/Skid Loader; Forklift.....	\$ 30.53	17.75+a
Bulldozer (Rough Grade Dozer).....	\$ 31.70	17.75+a
Bulldozer Fine Grade.....	\$ 32.99	17.75+a
Concrete Pump.....	\$ 32.01	17.75+a
Crane handling or erecting structural steel or stone...\$	34.05	17.75+a+b
Cranes (100 ton capacity & over).....	\$ 33.73	17.75+a+b
Cranes (under 100 ton rated capacity).....	\$ 32.99	17.75+a+b
Earth Roller.....	\$ 28.49	17.75+a
Front End Loader (3 cubic yards up to 7 cubic yards)..\$	31.70	17.75+a
Front End Loader (7 cubic yards or over).....	\$ 34.05	17.75+a
Front End Loader (under 3 cubic yards).....	\$ 30.53	17.75+a
Maintenance Engineer/Oiler..\$	25.65	17.75+a
Mechanic.....	\$ 30.96	17.75+a
Vibratory Hammer.....	\$ 28.49	17.75+a

a. PAID HOLIDAYS: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday.

b. Crane with boom, including jib, 150 feet - \$1.50 extra .
 Crane with boom, including jib, 200 feet- \$2.50 extra.
 Crane with boom, including jib, 250 feet - \$5.00 extra.
 Crane with boom, including jib, 300 feet - \$7.00 extra.
 Crane with boom, including jib, 400 feet - \$10.00 extra.

IRON0015-006 06/29/2009

	Rates	Fringes
IRONWORKER, ORNAMENTAL, REINFORCING AND STRUCTURAL.....	\$ 32.75	25.08+a

a. PAID HOLIDAY: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

LABO0056-010 04/05/2009

	Rates	Fringes
LABORERS		
Common or General.....	\$ 24.25	14.45
Mason Tender-Brick.....	\$ 24.75	14.45
Mason Tender- Cement/Concrete.....	\$ 24.75	14.45
Plaster Tender.....	\$ 24.50	14.45

PAIN0011-012 06/01/2009

	Rates	Fringes
GLAZIER.....	\$ 31.73	14.55+a

a. PAID HOLIDAYS: Labor Day and Christmas Day.

PAIN0011-020 06/01/2009

	Rates	Fringes
PAINTER		
Brush and Roller.....	\$ 28.17	14.55
Drywall Finishing/Taping Only.....	\$ 28.92	14.55
Paperhanger Only.....	\$ 28.67	14.55
Spray Only.....	\$ 31.17	14.55

PLUM0777-006 06/01/2009

	Rates	Fringes
PIPEFITTER, Including HVAC		
Pipe Installation.....	\$ 36.32	21.26

PLUM0777-007 06/01/2009

	Rates	Fringes
PLUMBER, Excluding HVAC Pipe		
Installation.....	\$ 36.32	21.26

* ROOF0009-005 01/01/2010

	Rates	Fringes
ROOFER		
Composition.....	\$ 31.10	15.31
Slate and Tile.....	\$ 31.60	15.31

* SFCT0676-002 01/01/2010

	Rates	Fringes
SPRINKLER FITTER (Fire		

Sprinklers).....\$ 40.50 16.85+a

a. PAID HOLIDAYS: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

SHEE0040-004 07/01/2009

	Rates	Fringes
SHEETMETAL WORKER, Including HVAC Duct Installation.....	\$ 31.57	25.92

SUCT2009-005 04/15/2009

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 24.25	10.76
LABORER: Airtool Operator.....	\$ 17.04	6.90
LABORER: Fence Erector.....	\$ 19.65	7.00
LABORER: Landscape.....	\$ 19.97	2.70
LINE CONSTRUCTION: Groundman....	\$ 10.00	2.17
LINE CONSTRUCTION: Lineman.....	\$ 22.09	6.18
OPERATOR: Asphalt Spreader.....	\$ 25.05	8.90
TILE FINISHER.....	\$ 24.55	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).
Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested

party may appeal directly to the Administrative Review Board
(formerly the
Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

Exhibit B

Nondiscrimination and Affirmative Action

Exhibit B

SECTION 11: Nondiscrimination and Affirmative Action.

11.1 The Grantee agrees and warrants that in the performance of the Grant Award such Grantee will not discriminate nor permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Grantee that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State of Connecticut.

11.2 The Grantee agrees to 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, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Grantee that such disability prevents performance of the work involved.

11.3 The Grantee agrees, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the State Commission on Human Rights and Opportunities.

11.4 The Grantee agrees and warrants that in the performance of the grant such Grantee will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation.

11.5 The Grantee agrees to provide each labor union or representative of workers with which such Grantee has a collective bargaining agreement or other contract or understanding and each vendor with which such Grantee has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Grantee's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment.

11.6 The Grantee agrees to comply with each provision of this section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by the Commission on Human Rights and Opportunities pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f.

11.7 The Grantee agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Grantee which relate to the provisions of this section and Connecticut General Statutes § 46a-56.

11.8 If the grant is a public works contract, the Grantee agrees and warrants that the Grantee will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

11.9 Determination of the Grantee's good faith efforts shall include but shall not be limited to the following factors: The Grantee's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in public works projects. The Grantee shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts. For the purposes of this paragraph, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons who are active in the daily affairs of the enterprise, who have the power to direct the management and policies of the enterprise and who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; "good faith efforts" includes, but is not limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; and "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

Exhibit B

11.10 The Grantee shall include the provisions of subsections 11.1 to 11.8, inclusive, in every subcontract or purchase order entered into in order to fulfill any obligation of a grant with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The Grantee shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Grantee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Grantee may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

11.11 For the purposes of this entire Non-Discrimination section, "Grant Award" includes any extension or modification of the Grant Award, "Grantee" includes any successors or assigns of the Grantee, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "Grant" does not include a grant where each grantee is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

SECTION 12: Non-Discrimination and Executive Orders.

12.1 This agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill regarding nondiscrimination promulgated June 16, 1971, and such Executive Order is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination until the agreement is completed or terminated prior to completion. This agreement may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this agreement.

12.2 This agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, requiring contractors and subcontractors to list employment openings with the Connecticut State Employment Service and such Executive Order is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the granting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to performance in regard to listing all employment openings with the Connecticut State Employment Service. This agreement may be canceled, terminated or suspended by the granting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner is not a party to this agreement.

12.3 This agreement is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, regarding Violence in the Workforce Prevention and, such Executive Order is incorporated herein by reference and made a part thereof. This agreement may be canceled, terminated or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen.

SECTION 13: Americans with Disabilities Act.

This section applies to those grantees, which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the grant award period. The Grantee represents that it is familiar with the terms of this Act and that it is in compliance with the law. Failure of the Grantee to satisfy this standard either now or during the period of the grant, as it may be amended, will render the grant voidable at the option of OPM upon notice to the Grantee. The Grantee warrants that it will hold OPM and the State harmless from any liability, which may be imposed upon OPM and the State as a result of any failure of the Grantee to be in compliance with this Act.