



City of Torrington

TORRINGTON, CONNECTICUT

**Project Manual
and
Bid Documents
For
“LED STREET LIGHT REPLACEMENT PROJECT”
BID ‘C’ (FIXTURES)**

**Honorable Ryan J. Bingham
Mayor**

**“LED STREET LIGHT REPLACEMENT PROJECT”
BID ‘C’ (FIXTURES)**

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NOTICE OF BID

“LED STREET LIGHT REPLACEMENT PROJECT” BID # LED-C-027-080913
BID ‘C’ (FIXTURES)

Sealed bids ‘C’ are requested for the purchase of approximately 607 LED cobra-head style light fixtures. Installation of lighting fixtures will not be part of this bid. The City of Torrington is expecting to continue the LED lighting purchase program as budgets allow and therefore additional fixtures may be purchased in the future. Bids shall be delivered to the Purchasing Agent, 140 Main Street, Room 206, Torrington, CT 06790, during normal office hours by no later than 11:00 AM August 9, 2013.

Interested parties can obtain or examine the Bid Documents at the Office of the Purchasing Agent, 140 Main Street, Room 206, Torrington, CT 06790, during normal office hours.

The City of Torrington reserves the right to accept or reject any or all bids; to waive informalities, or, accept any bid deemed in the best interests of the City of Torrington as it feels best serves the public. All bids will be considered valid for a period of ninety days.

CITY OF TORRINGTON



Pennie Zucco
PURCHASING AGENT

Dated: 7/25/13

INFORMATION FOR BIDDERS

“LED STREET LIGHT REPLACEMENT PROJECT”

Bid ‘C’ (Street Light Fixtures)

TORRINGTON, CT

1. PREPARATION OF BID:

Sealed bid envelope(s) shall be clearly marked: “**BID # LED-C-027-080913**” and “**LED STREET LIGHT REPLACEMENT PROJECT**”. Also, each sealed bid envelope(s) must be submitted bearing on the outside of the envelope addressed to the **City Purchasing Agent, City of Torrington, Torrington, CT, the name of the bidder, and his address**. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the sentences above. Conditional bids will not be accepted. In addition to Bidders submitting the information required on the various Bid Forms, Bidders shall attach with their bid *Product Submittal Information outlined in the Technical Specifications (page 16500-01)* and any other product literature, company background information and any other pertinent data.

The Bidders’ bid submittal shall include an **original and two (2) copies**. Each bid must be submitted on the prescribed proposal forms. No other form of Bid shall be acceptable. Spaces for bid prices must be filled in, in ink or typewritten, in both words and numbers. In the event of any discrepancies between written words and figures in connection with any Bid item, the words shall prevail.

IN ORDER FOR A BID TO BE COMPLETE, IT MUST INCLUDE THE INFORMATION FOR BIDDERS CHECKLIST BELOW AND ALL OF THE CHECKLIST ITEMS.

INFORMATION FOR BIDDERS CHECKLIST

Please place check mark (X) for items A to F below confirming that each item has been included in bid submittal.

- A.** Form of Bid (pages BF-1, BF-2, BF-3, BF-4)
- B.** Bid security: Surety Guaranty Form (page BF-5) or Certified check; Bid Bond (pages BF-6 & BF-7) and Certificate as to Corporate Principal (page BF-8).
- C.** Bidder’s Qualification Statement (pages BF-9 and BF-10).
- D.** Non-Collusion Affidavit of Prime Bidder form (page BF-11).
- E.** Product Submittal Information outlined in Technical Specifications (page 16500-01).
- F.** Information for Bidders Checklist (page I-1)

2. RECEIPT AND OPENING OF BIDS:

The City of Torrington (hereinafter referred to as City or Municipality) will receive sealed Bids ‘C’ on the proposal forms attached hereto, to purchase approximately 607 LED cobra-head style light fixtures. The City currently owns and maintains over 3,500 street lights. The City of Torrington is expecting to continue the LED lighting change over as budgets allow and therefore additional fixtures may be purchased in the future.

Bid ‘C’ is for supplying the City of Torrington LED street lighting fixtures as specified. (Please note the City will be installing the fixtures under separate contract and this Bid ‘C’ is for the purchase of manufactured fixture product only.)

The Bidders’ bid submittal shall be delivered to the Purchasing Agent, 140 Main Street, Room 206, Torrington,

CT 06790, during normal office hours by no later than 11:00 AM August 9, 2013 and then at said office publicly opened and read aloud. In the case where City Hall is closed for weather related or some other emergency related circumstance, then submittals shall be due the next day when City Hall reopens for business, no later than 11:00 a.m. on that day. The City of Torrington may consider informal any bid not prepared and submitted in accordance with the provisions hereof. The City reserves the right to accept or reject any or all bids; to waive any informalities, or; to accept any bid deemed in the best interests of the City of Torrington.

Any bid may be withdrawn prior to the above scheduled time for the opening of bids or the authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 90 days after the actual date of the opening thereof. Upon determination of the successful Bidder, Municipality shall issue a Notice of Award to the Bidder.

3. QUALIFICATIONS OF BIDDER:

The Municipality may make whatever investigations it deems necessary to determine the ability of the bidder to supply the lighting product, and the bidder shall furnish to the Municipality all information and data for this purpose as the Municipality may request. The Municipality reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the Municipality that the bidder is properly qualified to carry out the obligations of the contract and to complete and deliver the lighting fixtures contemplated therein. All Bidders shall include a completed and notarized Qualification Statement Form. A blank form is included within the forms herein. Qualifications of the Bidder and shall be included with the Bid. The City reserves the right to disqualify a Bidder for reasons including, but not limited to any of the following:

- (1) For having defaulted on a previous contract.
- (2) For having failed, without acceptable justification, to complete a contract within the contract period.
- (3) For having failed to prosecute work in accordance with contract requirements.
- (4) For having performed contract work in an unsatisfactory manner.
- (5) For having failed to prosecute work continuously, diligently and cooperatively in an orderly sequence.
- (6) For having filed a sworn statement with the City which, in the judgment of the City, indicates that the Bidder does not have the required experience in the class of work that he bid on, does not have the proper labor and equipment to prosecute the work within the time allowed, or does not have sufficient capital and liquid assets to finance the work.

4. BID SECURITY:

The Bid must be accompanied by a Surety Bond which shall not be less than five percent (5%) of the total Bid made out in favor of the City of Torrington and issued by a surety company acceptable to the City of Torrington. **The Surety Bond shall be prepared on the forms attached to these documents.** A Cashier's Check, in the amount of not less than five percent (5%) of the Bid amount, payable to the City of Torrington will be accepted in lieu of a Surety Bond. Alternate bond forms will not be accepted. The City of Torrington will not be held liable for the accrual of interest on any check held by the City in conjunction with this Bid. All checks or surety bonds will be returned to the unsuccessful Bidder upon signing of the contract by the successful Bidder. The deposit check or Surety Bond of the successful Bidder will be held in escrow until such time that the City determines that the Bidder has or will meet their obligations as stated by the Bid. If the Bidder fails or refuses within a reasonable time after due notice that the contract has been awarded to him, to execute the same, an amount representing a loss to the City by reason of such failure shall be retained and paid into the City treasury.

5. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:

The successful bidder, upon his failure or refusal to execute and deliver the contract, bonds and certificates of insurance required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Municipality, as liquidated damages for such failure or refusal, the security deposited with his bid.

6. TIME OF COMPLETION AND LIQUIDATED DAMAGES:

The successful bidder for Bid 'C' must deliver and unload the LED fixture products to a location within the City of Torrington to be determined by the City within **60 days** from the date of notice to proceed.

The successful bidders shall meet the milestone delivery date(s) above and if not the bidder agrees to pay as liquidated damages, the sum of One Thousand dollars (\$1,000.00) for each consecutive calendar day thereafter until the project is complete. Inclement weather conditions shall not be a reason for not completing all work within the specified time.

7. CONDITIONS OF WORK:

The Bidder must satisfy himself regarding the material, character, dimensions and conditions of the various brackets and wiring the fixtures will be attached and shall provide new fixtures that will connect, attach and operate with existing varying sized diameter brackets and electrical wiring.

8. ADDENDA AND INTERPRETATIONS:

No interpretation of the meaning of the specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation must be in writing and addressed to: City Engineer, 140 Main Street, Torrington, Connecticut 06790, Fax: 860-489-2550 and, to be given consideration, must be received by 4 p.m. 120 hours prior to the Bid due time. Any and all such interpretations and any supplemental instructions will be in the form of written addenda which, if issued, will be either faxed and/or emailed to all prospective bidders (***Contractor must provide their respective fax and email address to the City Purchasing Agent when picking up bid documents***), not later than 72 hours prior to the Bid due time. It is the responsibility of each Bidder to determine whether any addenda have been issued and, if so, whether he/she has received a copy of each. Failure of any bidder to receive any such addenda or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

9. SECURITY FOR FAITHFUL PERFORMANCE/DELIVERY:

BIDDER will sign and deliver the required number of counterparts of the Contract Agreement with a 100% surety performance bond(s) within **10 days** after the CITY'S Notice of Award date. The surety on such bond(s) shall be a duly authorized surety company **licensed to do business in the State of Connecticut satisfactory to the Municipality, and listed in the Department of Treasury's Listing of Approved Sureties (Circular 570)**. Premiums shall be paid by the Bidder. All bonds shall be made to the City of Torrington. An alternate bond in the form of a cashier's check will be accepted.

10. POWER OF ATTORNEY:

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

11. OBLIGATION OF BIDDER:

At the time of the opening of the bids, each bidder will be presumed to have read and be thoroughly familiar with the contract documents (*including all addenda*). The failure or omission of a bidder to examine any form, instrument or document shall in no way relieve the bidder from any obligation with respect to his bid.

12. INDEMNIFICATION

To the fullest extent permitted by law, the Bidder shall indemnify and hold harmless the City, its officers, agents, servants and employees from and against all liability, claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance or lack of performance of the product, provided that any such liability, claim, damage, loss or expense is (a) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting hereto from and (b) is caused in whole or in part by any negligent act or omission of the Bidder or anyone directly or indirectly employed by the Bidder.

BID PROPOSAL FOR BID 'C' (BID # LED-C-027-080913)
"LED STREET LIGHT REPLACEMENT PROJECT"
TORRINGTON, CONNECTICUT

Bid 'C' does not include installation costs. Fixture installation work will be done under separate contract by others. Shipping shall be included in the overall unit price bid. No separate payment will be made for delivery or shipping. The City of Torrington is tax exempt and a tax exempt certificate will be issued to the successful Bidder upon award of the Contract.

TO: CITY OF TORRINGTON
 ENGINEERING DEPARTMENT
 140 MAIN STREET
 TORRINGTON, CT. 06790

FROM: _____

Gentlemen:

The undersigned bidder for Bid # LED- C-027-080913, in response to the "Notice of Bids" for the "LED STREET LIGHT REPLACEMENT PROJECT", Torrington, Connecticut, having examined the specifications and related documents and understanding all the conditions that must be met related to proposed project, hereby proposes to furnish all LED lighting fixtures in accordance with the Contract Documents, within the time set forth therein. The bidder understands that the price as shown hereunder will be used as the basis for payment. The total payment (contract price) will be equivalent to the number of lighting fixtures the City of Torrington elects to purchase multiplied by the unit price per each lighting fixture bid as shown below. The unit price is to cover all expenses incurred in manufacturing and delivery of the fixture product required under the contract documents including but not limited to photocell attachments, gaskets, and any other equipment necessary for the operation of the fixture of which this bid proposal is a part.

BASE BID ITEM:

Pay Item Description

Unit Price in Words

LED lighting fixture,
 the price per each fixture
 purchased
 (type II or type III)

_____ Dollars and
 _____ Cents

Unit Price in Numbers

\$ _____

1. BIDDER'S OBLIGATIONS & REPRESENTATIONS

- 1.01 The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the CITY in the form included in the Contract Documents to perform and furnish the lighting fixture as specified or indicated in the Contract Documents for the Contract Price and within the Contract Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
- 1.02 This Bid will remain subject to acceptance for **90 days** after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with any Bond(s) and other documents required by the Information for Bidders and Form of Bid within **10 days** after the CITY'S Notice of Award date.
- 1.03 In submitting this Bid, BIDDER represents and agrees, as more fully set forth in the Agreement, that:
 - A. BIDDER has examined and carefully studied the Bid Documents and the following Addenda (Bidder acknowledges receipt of all the following addenda)

Addendum No.

Addendum Date

Addendum # _____

Addendum # _____

Addendum # _____

- B. BIDDER has given CITY written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by CITY is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Product or Work for which this Bid is submitted.
- C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any individual or entity to refrain from submitting a Bid; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over CITY.
- D. Any other representation required by Laws and Regulations.

2. CONTRACT TIMES

2.01 BIDDER agrees that the lighting fixtures will be completed and delivered within the Milestone limits as follows:

- A. The successful bidder for Bid # LED- C-027-080913 must deliver the LED fixture products to the City of Torrington at a City facility to be determined within **60 days** from the date of Notice to Proceed.
- B. BIDDER accepts the provisions of the Contract Agreement as to liquidated damages in the event of failure to complete and deliver the Work products within the Milestone times specified.

3. EXHIBITS

3.01 The documents/forms as listed in the Information to Bidders, Preparation of Bid are made a condition of this Bid

4. COMMUNICATIONS

4.01 Communications concerning this Bid shall be directed to the address, phone number, email address and facsimile number of BIDDER indicated below.

5. TERMINOLOGY

5.01 The terms used in this Bid which are defined in the General Conditions of the Contract between City and Bidder included as part of the Contract Documents have the meanings assigned to them in the General Conditions. Terms defined in the Notice of Bid and Information for Bidders are used with the same meaning in this Bid.

6. SUBMISSION

If BIDDER is a Joint Venture

Signed this _____ day of _____, 20____.

By _____ (Name) (SEAL)

Duly Authorized Signature _____ *Title*

(Business Address)

By _____ (Name) (SEAL)

Duly Authorized Signature _____ *Title*

(Business Address)

Phone: _____ Fax #: _____ Email Address: _____

Bidder's DUNS # _____

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

If BIDDER is an Individual

Signed this _____ day of _____, 20____.

By _____ (Individual's Name) (SEAL)

Duly Authorized Signature _____ *Title*

Doing business as _____

Business address: _____

Phone: _____ Fax #: _____ Email Address: _____

Bidder's DUNS # _____

If BIDDER is a Partnership

Signed this _____ day of _____, 20____.

By _____ (SEAL)
(Firm Name)

(General partner)

Duly Authorized Signature _____ *Title*

Business address: _____

Phone: _____ Fax #: _____ Email Address: _____

Bidder's DUNS # _____

If BIDDER is a Corporation

Signed this _____ day of _____, 20____.

By _____ (SEAL)
(Corporation Name)

(State of incorporation)

By _____ (SEAL)
(Name of person authorized to sign)

Duly Authorized Signature _____ *Title*

Attest _____
(Secretary)

Business address: _____

Phone: _____ Fax #: _____ Email Address: _____

Bidder's DUNS # _____

Date of Qualification to do Business (out-of-state corporation) in Connecticut: _____

SURETY GUARANTY FORM
(To Accompany Bid Proposal)

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00, lawful money of the United States, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the _____, a corporation

(Name of Surety Company)

organized and existing under the laws of the State of _____ and licensed to do business in the State of Connecticut, certifies and agrees, that if the Contract for the "LED STREET LIGHT REPLACEMENT PROJECT", Torrington Connecticut (Bid # LED- C-027-080913),

is awarded to the undersigned,

(Name of Bidder/Proposer)

said Surety Company will execute the bond or bonds as required by the Contract Documents and will become Surety in the full amount of the Contract Price for the faithful performance of the Contract and for payment of all persons supplying labor or furnishing materials in connection therewith.

(Signature for Surety Company)

Title

Date

(To be accompanied by the usual proof of authority of officers of Surety Company to execute the same.)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned:

_____ as Principal, and _____ as Surety are held and firmly bound unto _____ hereinafter called the "City", in the penal sum of _____ Dollars, (\$ _____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Proposal, dated _____, 2011, for "LED STREET LIGHT REPLACEMENT PROJECT", Torrington Connecticut (# LED- C-027-080913).

NOW THEREFORE, if the Principal shall not withdraw said Bid within the time period specified therein after the opening of the same, or within any extended time period agreed to by the Principal, Surety and City, or, if no period be specified, within thirty (90) days after the said opening, and within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the City in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; then the above obligation shall be null and void and of no effect, otherwise to remain in full force or virtue.

Failure to comply with the aforementioned condition shall result in the forfeiture of this BID BOND as liquidated damages.

IN WITNESS WHEREOF, the above-bounded parties have executed this Instrument under their several seals this _____ day of _____, 2011, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

No extension of time or other modification of the BID BOND shall be valid unless agreed to in writing by the parties to this Bond.

BID BOND CONT.

(Page 2 of 2)

In presence of:

Typed Name: _____ L.S.
(Individual Principal)

(Business Address)

Typed Name: _____ L.S.
(Individual Principal)

(Business Address)

Attest:

Typed Name: _____ (Corporate Principal)

(Business Address)

By: _____ (Affix
Corporate
Seal)

Attest:

Typed Name: _____ (Corporate Surety)

(Business Address)

By: _____ (Affix
Corporate
Seal)

Countersigned

By: _____

Attorney-in Fact, State of _____

Power-of Attorney for person signing for Surety Company must be attached to Bond.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____

of the Corporation named as Principal in the within bond; that _____,

who signed the said bond on behalf of the Principal was then _____

of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of this governing body.

_____ Affix
_____ Corporate
_____ Seal
_____ Title

BIDDER'S QUALIFICATION STATEMENT

Bidder's Qualification Statement Forms: These forms must be completed and submitted with your Bid Proposal. Bidders that fail to provide all requested information, or who misrepresent such information, may have their Proposal rejected as non-responsive and, if they become the apparent successful bidder for a contract, may be deemed non-responsible as such. The City of Torrington may reject a bidder based on the bidder's performance record with regard to quality of work, timely completion, debarment by others, changed financial status, or other pertinent factors.

Confidentiality: The Bidder's Qualification Statement submitted to the City will be treated as confidential, for official City use only, and will not be open to public inspection, except as required by law. It is the City's position that pursuant to Connecticut General Statutes Section 1-210(b) (5) such documents are exempt from disclosure under the Connecticut Freedom of Information Act and that the City will not disclose such documents in response to requests made under the Act.

The Undersigned certifies under oath the truth and corrections of all statements and all answers to questions made hereinafter.

SUBMITTED BY:

NAME: _____ [] CORPORATION
 [] PARTNERSHIP
 ADDRESS: _____ [] INDIVIDUAL
 [] LLC
 PRINCIPAL OFFICE: _____ [] OTHER _____

(NOTE: Attach separate sheets as needed/required)

1. How many years has your organization been in business? _____

2. How many years has your organization been in business under its present business name? _____

If business was under a different name, give previous name. _____

3. If a Corporation, answer the following:

Date of Incorporation: _____ State of Incorporation: _____

President: _____

Vice President (s) _____

Secretary: _____

Treasurer: _____

4. If a Partnership, answer the following:

Date of Organization: _____ Type of Partnership: _____

(General/Limited/Association)

Name and address of all partners:

5. If other than a Corporation or Partnership, describe Organization and name Principals:

6. Have you ever failed to complete a contract awarded to you? If so, indicate when, where, and why:

7. List number of pending lawsuits: _____

8. List the number of lawsuits that your organization has been involved in over the past five years. _____

Dated at _____ this _____ day of _____, 20____.

NOTARIZATION: State of _____ County of _____

M _____ being duly sworn deposes and says that he (she) is the
_____ of _____ Contractor (s),

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this _____ day of _____, 20____.

Notary Public: _____

(Notary Seal)

My Commission Expires: _____

Section 4

TECHNICAL SPECIFICATIONS

For

Bid 'A' (BID # LED- C-027-080913)

“LED STREET LIGHT REPLACEMENT PROJECT”

SECTION 16500
Bid 'C'
LED STREET LIGHTING

PART 1 - GENERAL

1.1 GENERAL

- A. The type, style and lighting features of the fixture are very important in the City's choice of products. The fixture style shall be cobra-head with full "cut off" illumination in accordance with Connecticut State laws. To be considered for the Bid 'C' contract, the bidders may be asked to deliver to the City one LED fixture for evaluation purposes. The City will install the fixture product and evaluate its overall performance for a short evaluation period. The City may conclude it is not in the best interest of the City to award a contract for the purchase of light fixtures to the lowest bidder(s). The City may determine that it is in the best interest of the City to select a light fixture that exceeds minimum specification criteria that may provide the City with better overall long term performance and lower operating expenses. After the evaluation period, the fixture samples will be removed by the City and made available back to the supplier for pick up.
- B. The LED lighting fixtures must qualify for the Connecticut Energy Efficiency Fund (CEEF) incentive program and must be approved by Connecticut Light and Power Company. In order to get CL&P approval, the fixture product shall be reviewed by Design Light Consortium (<http://www.designlights.org/solidstate.about.php>). The CEEF program has minimum criteria that must be met under this contract. The higher standard criteria given in Contract Documents (if higher) shall govern over program minimums.

1.2 SUBMITTALS

All Bidders are requested to submit a comprehensive information package **with their bid** including the information as outlined below:

- A. Product Submittal Information: Include data on features, accessories, finishes, and the following:
1. Submittals shall contain information sheets/cut sheets that verify that the product meets the specifications/requirements listed below under Paragraph 2.1, Product. The Contractor shall **note or highlight or provide summary** where the criteria specified is presented in such submittal literature/cut sheet information. Submittals shall include energy-efficiency data and output.
 2. Details regarding the means of attaching luminaires to supports, and indication that attachment are suitable for existing bracket components involved.
 3. Photometric data and drawing based on laboratory tests of each luminaire type complete with indicated lamps, drivers, power supply, and accessories. Photometric data shall be certified by manufacturer's laboratory with a current accreditation under the National Voluntary Laboratory Accreditation Program for Energy Efficient Lighting Products.
- B. Operation and Maintenance Data: Include operation and maintenance manuals.
- C. References of proven installations on streets in other Cities or Towns.

1.3 DELIVERY, STORAGE, AND HANDLING

Fixtures shall be packaged in cardboard boxes or similar type cartons with appropriate wrappings to protect fixtures from damage during shipping. Manufacturer shall replace any damaged fixtures and components related to damage done during shipping. For storage purposes, boxes shall be suitable in size and structure to allow one person to stack boxes to a maximum height of five feet above floor surface.

1.4 CONTRACTOR'S WARRANTY

Contractor agrees to repair or replace products that fail in materials, components or workmanship or that fail in light color retention within a Warranty Period of **ten (10) years** irregardless of manufacturer's warranty terms and conditions. Warranty includes all internal lighting components including but not limited to the housing shell, power supply unit, photocell, the surge protection device and the LED module and microcontroller. Contractor may exclude lightning damage, hail damage, vandalism, or abuse. The Warranty Period shall begin on the date the product is delivered/received and continues for ten (10) years from this date. The Contractor shall be responsible for the costs associated with fixture or photocell replacement or repair labor and parts for the defective fixture including all shipping and deliver charges. The City of Torrington will be responsible for the labor costs to remove the defective fixture(s) or part(s) from the pole bracket and the costs associated with reinstallation labor. A failure rate of 10% or more of LED lamps shall be considered failure for the overall fixture for warranty purposes.

PART 2 - PRODUCTS

2.1 LUMINAIRE REQUIREMENTS

The following are **minimum** fixture/photocell criteria that must be met in order to have a bid proposal considered:

- A. Fixture components shall be modular to facilitate ease of repair.
- B. LED street lights shall meet or exceed specifications titled: Energy Star SSL criteria V1.1 dated 12/19/08 and Designlights Consortium Technical requirements V1.5 dated 10/28/10.
- C. Luminaires shall comply with UL 1598 and be listed and labeled for installation in wet locations by an NRTL acceptable to authorities having jurisdiction.
- D. Comply with IESNA RP-8 for parameters of lateral light distribution patterns indicated for luminaires.
- E. Optical systems shall be IES type II or type III. The quantities of type I and type II fixture units shall be determined by the City and final quantities of each type shall be given to contractor upon Notice of Award. The unit price bid for type II or III shall be the same. The optical system composed of high performance collimators, optimized with varying beam angles to achieve desired distribution and maintain full cut off optics with 0% uplight and U0 per IESNA TM15. Performance shall be tested per LM63, LM79 (IESNA) and TM15 (IESNA) certifying its photometric performance.
- F. A captive screw mechanism shall offer access to the inside of the luminaire. Gaskets shall be heat and aging-resistant with embedded memory-retentive gasket (silicone) shall ensure weatherproofness. Weather tightness rating shall be IP65 or IP66 and assembled on a unitized removable tray with quick disconnect plug.
- G. A gravity die cast aluminum access panel frame with latch and hinge shall be utilized for easy use and safety. Total weight of the complete street light fixture shall not exceed 20 pounds.

- H. LED lamp manufacturers shall be Nichia Corporation, Philips Lumileds or Cree, Inc.. Lamp shall be comprised of white LEDs with combined overall fixture wattage between 30 and 37. Each fixture shall produce a minimum of 70 lumens per watt. Color temperature shall range between 4,000 Kelvin and 5,500 Kelvin nominal. Operating lifespan shall be L70 with a minimum of 100,000 hours. LED's shall be tested in accordance with LM-80 guidelines in compliance with EPA Energy Star, extrapolations in accordance with IESNA TM-21. CRI shall be a minimum of 70. LED lamp module shall be field serviceable such that re-lamping consists of unplugging and replacement of LED module and not the entire street light fixture. Lamps shall be configured such that if any LEDs fail open or short, all other LEDs shall continue to operate normally. The LED Module may have an onboard integrated microcontroller that manages the LED module temperature to protect module from heat failure. LEDs may dim when overheated with a smooth transition from full intensity to protection intensity not lower than 75% of the overall full intensity level. Such dimmer controller shall provide indicator that is easily visible from ground observation signifying that the intensity level has been lowered.
- I. Driver shall have a minimum power factor of 0.90. LED power supply shall be field serviceable such that repowering consists of unplugging and replacement of LED power supply.
- J. Lamp to have a starting capacity of -40F degrees and be certified in compliance to UL requirement.
- K. Factory-Applied Finish for Aluminum Housing shall be high durability corrosion resistant polyester powdercoat paint or equal (min. 4mil/100 microns). Chemical composition shall provide a highly durable UV and salt spray resistant finish in accordance to the ASTM-B117-73 standard and humidity proof in accordance to the ASTM-D2247-68 standard. Color shall be silver or similar color approved by City of Torrington.
- L. A **new** photoelectric cell shall be included as a component of the manufactured fixture. The photoelectric cell shall be twistlock type with matching receptacle mounted integral inside cast aluminum fitter. Photoelectric cell shall look out lensed fitter porthole. Color to match color of aluminum housing.
- M. The fixture shall have a surge protection device rated per ANSI/IEEE C62.11.

END OF SECTION

Section 5

CONTRACT AGREEMENT

For

Bid 'C' (BID # LED- C-027-080913)

“LED STREET LIGHT REPLACEMENT PROJECT”

CONTRACT AGREEMENT
For
Bid 'C' (BID # LED- C-027-080913)
"LED STREET LIGHT REPLACEMENT PROJECT"

THIS AGREEMENT is by and between The City of Torrington (hereinafter called CITY) and _____ (hereinafter called CONTRACTOR).

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

1.01 THE PROJECT AND SCOPE

The scope of the work includes supplying the City of Torrington LED street lighting fixtures as specified in the Technical Specification. The Contractor shall supply 607 street light fixtures with "state of the art" LED light fixtures. Lighting fixtures shall be delivered and unloaded at a City storage facility as designated by the City.

ARTICLE 2 – CONTRACT TIMES

2.01 TIME OF THE ESSENCE

Contractor agrees that the Work will be completed within the Milestone limits as follows: The Contractor for Bid 'C' must deliver the fixture products to the City of Torrington at a City facility to be determined within 60 days from the date of notice to proceed.

2.02 LIQUIDATED DAMAGES

CONTRACTOR and CITY recognize that time is of the essence of this Agreement and that CITY will suffer financial loss if the Work is not completed within the milestone times specified in paragraph 2.01 herein, plus any extensions thereof allowed in the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by CITY if the Work is not completed on time. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay CITY \$1,000.00 for each day that expires after any specified milestone time is not meet and complete.

ARTICLE 3 – CONTRACT PRICE

Contractor will supply the streetlight fixtures in accordance with the Contract Documents and CITY shall pay CONTRACTOR in accordance with the Contract Documents an amount equal to the sum of the established Contract Unit Price times the quantity of lighting fixtures ordered and provided.

<u>Pay Item Description</u>	<u>Unit Price in Words</u>	<u>Unit Price in Numbers</u>
LED lighting fixture, the price per each fixture	_____ Dollars	\$ _____
and	_____ Cents	

TOTAL CONTRACT PRICE (607 FIXTURES) for:

(Use words)
(\$ _____)
(Use figures)

ARTICLE 4 – PAYMENT PROCEDURES

CONTRACTOR shall submit and CITY will process Applications for Payment as specified within the Contract Documents.

ARTICLE 5 – CONTRACTOR’S REPRESENTATIONS

- 5.01 In order to induce CITY to enter into this Agreement, CONTRACTOR makes the following representations:
- A. CONTRACTOR has examined and carefully studied the Contract Documents (including addenda) and the other related data identified in the Bidding Documents.
 - B. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost of furnishing products.
 - C. CONTRACTOR has given CITY written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by CITY is acceptable to CONTRACTOR.
 - D. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 6 – CONTRACT DOCUMENTS

- 6.01 The Contract Documents which comprise the entire agreement between CITY and CONTRACTOR concerning the Work consist of the following:
- A. Contract Agreement
 - B. Information for Bidders
 - C. Form of Bid
 - D. Technical Specifications
 - E. Addenda numbers _____ through _____, inclusive.
 - F. Performance, Payment, and other Bonds

ARTICLE 7 – MISCELLANEOUS

- 7.01 Terms used in this Agreement will have the meanings indicated in the Standard General Conditions and Supplemental General Conditions.
- 7.02 Assignment of Contract: No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 7.03 Successors and Assigns: CITY and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

7.04 Severability: Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and CONTRACTOR, who agree what the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, CITY and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to CITY and CONTRACTOR. All portions of the Contract Documents have been signed or identified by CITY and CONTRACTOR or on their behalf.

This Agreement will be effective on _____, 2013(which is the Effective Date of the Agreement).

CITY:
Ryan J. Bingham _____

CONTRACTOR:

By: _____
(SIGNATURE)

By: _____
(SIGNATURE)

Attest _____

Attest _____

Address for giving notices:

Address for giving notices:

City Engineer
City of Torrington
140 Main Street
Torrington, CT 06790

License No. _____
(Where applicable)

DUNS No. _____

Agent for service of process: _____

(If CONTRACTOR is a corporation or a partnership,
attach evidence of authority to sign.)

City's Designated Representative:

Contractor's Representative:

Name: Edward J. Fabbri, P.E.

Name: _____

Title: City Engineer

Title: _____

Address: 140 Main Street

Address: _____

Torrington, CT 06790

Phone: 860-489-2234

Phone: _____

Facsimile: 860-489-2550

Facsimile: _____