



**CITY OF TORRINGTON**  
**INVITATION TO BID**

**BID # JST-014-031116 JANITORIAL SERVICES FOR CITY FACILITIES**

Bid opening: **March 11, 2016** Time: **11:00 AM** Location: **City Hall, 140 Main St., Room 206, Torrington, CT**

Bid Bond or Certified Check required with bid: 5% of total Annual Price

Performance Bond required if awarded bid: N/A

The City of Torrington reserves the right to accept or reject any or all bids or any portion thereof, to waive technicalities, and to award the contract as will best serve the public interest.

Omit State and Federal Taxes.

All prices must be F.O.B.: Destination (Torrington) unless otherwise requested.

Dated in Torrington: February 19, 2016

Purchasing Agent \_\_\_\_\_  
Pennie Zucco

Item	Monthly Price	Annual Price
Janitorial Services for Street Department facility, 107 Arthur St. <b>per specifications attached.</b>	\$ _____	\$ _____
Janitorial Services for Teen Center/ Recreation Hall facility, 71 East Albert St. <b>per specifications attached.</b>	\$ _____	\$ _____
Janitorial Services for Torrington Armory facility, 153 So. Main St. <b>per specifications attached.</b>	\$ _____	\$ _____
<b>TOTAL</b>	\$ _____	\$ _____

The Purchasing Agent is authorized to offer City based bidders that exceed the lowest bid by up to 6%, the opportunity to match the lowest bid. A City based bidder within the 6% differential who agrees to accept the amount of the lowest bid will be awarded the bid. When multiple City based bidders agree to accept the amount of the low bid then the City based bidders will be invited to submit a new bid, not to exceed the low bid. The bid will then be awarded to the lowest responsive, responsible bidder.

Name of Business \_\_\_\_\_

Mailing Address \_\_\_\_\_

Telephone/fax number, Email address \_\_\_\_\_

\_\_\_\_\_  
Name, Title, Typed or Printed Authorized Signature

**CITY OF TORRINGTON  
JANITORIAL SERVICES FOR CITY FACILITIES  
BID # JST-014-031116**

**GENERAL INSTRUCTIONS**

The City of Torrington, Connecticut will be accepting sealed bids for Janitorial Services for Various City Buildings from qualified cleaning contractors (herein after referred to as firm, contractor, vendor, proposer or responder). The required services, specifications and locations are detailed in the attached and all services provided shall be in accordance with the conditions set forth in this Invitation to Bid. Award resulting from this bid will be a firm fixed term contract July 1, 2016 through June 30, 2017. The City reserves the right to extend this contract for four (4) consecutive one-year periods if it so desires and the contractor agrees.

**1. Preparation of Bids**

- a. Sealed bids shall be submitted by using the enclosed Bid Forms that accompanies this request. Submit one (1) Original and three (3) Exact Copies. Bids shall be submitted in a clear, concise and legible manner to permit proper evaluation. Submitted bids to be written in ink and any revisions to be initialed.
- b. Proposers may also submit, under separate cover with their bids, any samples of reports and documents that are necessary to meet the requirements (deliverables) of this request should a contract be awarded.
- c. The City accepts no responsibility for any expenses incurred by the responders to this bid. Such expenses are to be borne exclusively by the responders.

**2. Bid Submission**

- a. All bids are to be submitted in a sealed envelope addressed as follows: **BID: JST-014-031116 JANITORIAL FOR CITY FACILITIES; DUE: March 11, 2016 by 11:00 A.M.** Purchasing Agent: Pennie Zucco, City of Torrington, 140 Main Street, Room 206, Torrington, CT 06790.
- b. A proposer may withdraw a bid at any time prior to the above scheduled date and time.
- c. Bids are good for ninety (90) days from the bid due date. The city may hold the bids for ninety (90) days after the bid due date, and may award a contract at any time during that period. Should there be reasons why a contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the City and the selected offeror.
- d. Please be advised that the individual authorized to contractually bind your organization with regard to price and related contractual issues must sign your bid.
- e. Bids shall be opened at the date and time noted above. **Any bid received after the specified date and time shall not be opened or considered.**

**3. PRE-BID MEETING AND TIME**

**There will be a site visit to the three locations on Thursday, February 23, 2016 at 1:00 PM.** We will begin at the Torrington Armory Building, 153 South Main Street, Torrington, CT. Immediately after the meeting, tours of the buildings will be conducted. Interested parties are urged to attend.

- Torrington Armory Building, 153 South Main Street, Torrington, CT
- Recreation Hall Facilities, 71 East Albert Street, Torrington, CT
- Street Department, 107 Arthur Street, Torrington, CT

**4. CITY OPTIONS**

**The City of Torrington reserves the right to award or reject any or all bids, or any portion thereof, to waive technicalities, to award the contract to a bidder other than the lowest bid and to award the proposal and/or contracts to one or more bidders submitting essentially identical bids and that, in the city's judgment, will best serve the public interest.**

**5. INQUIRIES AND ADDENDAS**

All inquiries are required to be submitted in writing to the Purchasing Agent no later than 4:00 P.M. on **March 2, 2016** after which time *NO additional questions or inquiries shall be accepted.* Questions will be documented and an addendum will be issued with the City's responses and a copy will be posted to the City's website at

[www.torringtonct.org](http://www.torringtonct.org) – Purchasing Department – “Open Bids”. It is ultimately the offeror’s responsibility to check the City’s website for verification of any issued addenda. Failure to submit a bid that does not address changes or addendas may result in disqualification of a bid. The City reserves the right to communicate with any or all of the respondents to clarify the provisions of Proposals as a result of any inquiries. The City further reserves the right to request additional information from any respondent at any time after proposals are opened.

## **6. AWARD AND AUTHORITY**

A notice of award or purchase order for this requirement shall be issued ONLY after a complete evaluation of the apparent lowest qualified and responsible bids. The City Purchasing Agent will issue notification of award in writing and issue a purchase order. The award of any contract for 2016 and beyond is subject to appropriation of funds approved by Torrington City Council.

## **REQUIREMENTS**

### **1. PERSONNEL**

Personnel employed by the Contactor shall be competent, trustworthy and properly trained for the work requirements. Each employee shall have a background check completed at the expense of the Contractor. Copies of each successful background check shall be provided to the Purchasing Agent to be kept on file. The Contractor and employees shall be required to comply with all applicable regulations of the City, as directed, and full cooperation shall be expected and required at all times. Contractor shall notify the Purchasing Agent immediately in writing of all changes on contract personnel by submitting name of employee and effective date of employment or termination along with a copy of the background check for the new employee.

### **2. REFERENCES**

Provide five recent client references (from within the past three years). Provide the client’s name, as well as address and telephone number (**including** contact name, e-mail and phone numbers). The Vendor is encouraged to submit any other information they believe will enhance their position in the evaluation criteria. The City reserves the right to contact these references as part of its evaluation and award process and the Purchasing Department reserves the right to use that information to determine the qualifications and merit of each proposal.

### **3. PERFORMANCE AND TERMINATION**

The type of service requested is essential for the day-to-day operation of City facilities and **Time is of the Essence**. All required services shall be consistent with good professional practice and in accordance with the standards and specifications set forth herein. In the event of unacceptable performance the City shall be under no obligation to make payment and may terminate any contract award. There must be an onsite working supervisor or a Supervisor to be a Point of contact and responsible for any issues that may arise.

Throughout the term of this agreement the City will monitor the performance of the contractor. Poor performance, or non-compliance with any provision of this contract, will result in penalties. After notification of poor performance or non-compliance, the City will assess a monetary penalty of 10% of the monthly payment for each occurrence. Continued poor performance or non-compliance will result in termination of the contract. Any contract entered into by the City and the successful bidder shall provide that the City may, for any reason, terminate the contract upon thirty (30) days written notice.

By signing this proposal, the Contractor confirms that a supervisor will be in constant attendance during all service hours.

### **4. ASSIGNMENT OF RIGHTS, TITLES, AND INTERESTS**

Any assignment or subcontracting by a respondent, vendor, or contractor for work to be performed, or goods and/or services to be provided, in whole or in part, and any other interest in conjunction with City procurement shall not be permitted without the express written consent of the City of Torrington. Subcontracting any portion of the required work associated with this request may result in immediate termination of an award for service.

### **5. WORK REGULATIONS AND STANDARDS**

All work activities performed in association with this request must be performed and completed for the City in accordance with current Federal, State and Local labor regulations. All services performed shall also conform to the latest OSHA standards and/or regulations.

## **6. PERMITS**

**The selected firm shall obtain all necessary and required permits, if any, to comply with federal, state and local regulations at their own expense.**

## **7. TRANSITION PERIOD**

The City of Torrington currently has a contract with a janitorial company; therefore, Contractors submitting proposals understand that there may be a period of transition between Contracts. During the “transition period”, not to exceed 30 days from the date of the Contract, Contractors shall cooperate with the previous/new Contactor in order to assure a smooth transition between equipment and services Contractor(s) acknowledges that there may be times when both Contractors providing services at City facilities, and the present of service during the “transition period” shall not be considered a breach or violation of any commitment pursuant to the contract.

## **MISCELLANEOUS INFORMATION**

### **1. The Selected bidder shall be responsible for providing the following supplies:**

- Cleaners; cleaning supplies
- Bathroom deodorant
- Waxes
- Vacuums, stripers, mops, buckets, etc.
- Garbage pail and barrel liners – See breakdown per facility:
  - A. Street Department: (5) 13 gallon trash cans – 390/year approximately; (4) 32 gallon trash cans – 312/year approximately.**
  - B. Rec Hall: (2) 44 gallon trash cans – 208/year approximately; (4) 32-36 quart trash cans – 416/year approximately; (1) 32 gallon trash can – 104/year approximately (**Please note: This may vary due to holidays and no use of facilities., Also, the trash may not be used at all on a given day so the liner is not replaced.**)**
  - C. Armory Building – (3) 44 gallon trash cans – uses 50/60 gallon trash liners – 780/year approximately; (12) 32-36 quart trash cans – 3,120/year approximately; (6) 32 gallon trash cans – 1,560/year approximately. (**Please note: This may vary due to holidays and no use of facilities. Also, the trash may not be used at all on a given day so the liner is not replaced.**)**

2. Snow removal services are provided by the City.
3. The City will supply an area for janitorial tool and supply storage and the selected proposer shall be responsible for providing any shelving or lockup cages that may be needed.
4. The selected proposer will provide all equipment necessary to complete all contract requirements.
5. The selected proposer must carry insurance which will cover theft of City property occurring during the hours of his/her responsibility.
6. Dress Code: As these are public buildings, proper attire is required. The sole decision maker to determine the appropriateness of dress is the Custodial Supervisor. Additionally, all employees will wear clothing with the logo of the service provider company name clearly visible. In lieu thereof, employees will wear photo identification badges at all times.
7. The selected proposer will be responsible for the buildings' security by activating locks and/or security systems upon leaving buildings.
8. All bids are to include washing of **all** Venetian blinds, windows, and storm windows (inside and outside) during the month of July. Additional window washing requirements are detailed in attached specification.
9. MSDS sheets must be provided for all cleaning materials and kept on file at each facility.
10. The contractor shall be responsible for the repair or replacement cost of any damage to City property caused by the use, misuse or negligence of the contractor's employees.
11. All of the contractor's employees working on this contract shall be bonded. Proof of bonding must be submitted to Purchasing Agent prior to commencement of work.

12. Receipt of a proposal by the City or submission of a proposal to the City confers no rights upon the offeror nor obligates the City in any manner.

**In addition to any other security rules and regulations, the following apply:**

1. No guns, knives, or other dangerous weapons are allowed on City property.
2. No dangerous drugs or other prohibited substances, including alcohol, are allowed on City property.
3. The Contractor's employees are not to be accompanied in their work areas on City premises by acquaintances, family members, or any other person unless said individual is an authorized Contractor employee.
4. The selected bidder shall supply a single project manager or contract person (as well as an alternate contact) to be on call 24 hours per day. The City Facilities Director is asking that there must be an onsite Supervisor at all times. This responsibility will include after-hours call back if buildings are found to be unsecured or unlocked. There shall be no compensation for these call back events.
5. The City reserves the right to reject any individual employee employed by the selected proposer.
6. All keys to the building furnished by the City to the contractor remain the property of the City and shall not be duplicated by the contractor or his employees. All keys shall be returned upon request or at the end of the contract. A charge will be assessed for any keys not returned. The contractor will assume the cost of re-keying the building if keys are lost or stolen by him or his employees.
7. The use of City telephones is strictly prohibited, except in an emergency.

**CITY OF TORRINGTON**  
**STREET DEPARTMENT, 107 ARTHUR STREET, TORRINGTON, CT 06790**  
**JANITORIAL SPECIFICATIONS**

**MINIMUM REQUIREMENT:**

- Winter (Nov. 1 to April 30): Two times per week, Monday & Thursday night (6 man hours per night).
- Summer (May 1 to Oct 31): One time per week, nights only (6 man hours per night).

**Notes:** The objective of this bid is to provide a clean environment at the start of each working day. Accordingly all work shall be carried out between the hours of 8:00 P.M. to 7:30 A.M. the next morning unless otherwise specified. No cleaning is to occur while the building is occupied. If however, the selected proposer wishes to provide the service at some other mutually agreed time, an alternative schedule may be possible. The following are exceptions to the aforementioned schedules: There must be a working on Job Site Supervisor/manager and available when and if the Superintendent of Streets needs to talk or discuss any situations. Winter conditions may necessitate a change of cleaning day. Co-ordinate such changes with the Superintendent of Streets, Bob Lizotte (860-489-2352).

2. Areas to be cleaned include entranceway, hallways, lunchroom, offices, training room, dispatch room, lavatories, shower rooms and storeroom. **Square footage to be cleaned: Approximately 2,800 S.F.**

**The following are the MINIMUM specifications required: Contractors may need to perform tasks more frequently or perform additional tasks to keep facility clean.**

**I. All Areas**

**A. Twice weekly** in winter, once weekly in summer:

1. Empty trash cans & replace liners each cleaning (vendor supplied) – (5) 13 gallon trash cans - 390/year approximately; (4) 32 gallon trash cans – 312/year approximately.
2. Dust trim moldings, window sills, and all horizontal surfaces (file cabinets, vending machines, etc.)
3. Vacuum all carpets & move to outside of building before damp moping floor.
4. Damp mop floors, moving furniture and equipment as necessary to clean entire floor.
5. Replace carpets after floor dries.
6. Clean sinks.
7. Clean counter tops, tables, and surfaces.
8. Turn off all lights, secure all windows and doors, and set alarms.

**B. Monthly**

1. Wash and buff floors, move furniture to thoroughly clean entire floor area.
2. Remove fingerprints & smudges from doors, door jambs, light switches & walls.
3. Inspect all corners; clean & remove all foreign matter
4. Damp wipe all window sills, radiators & vents

**C. Two (2) times** per year or more if necessary

1. Strip and wax floors, move furniture & office equipment to clean entire floor area

**D. Semi-Annually**

1. Clean & polish all paneling

**II. Lavatories and Shower Rooms**

**A. Twice weekly** in winter, once weekly in summer

1. Wash & disinfect all toilet bowls, seats, urinals & sinks
2. Wash & disinfect floors, no sticky residue or mold/mildew shall remain after floor dries
3. Damp wipe outsides & refill all paper towel & tissue dispensers as needed

**B. Monthly**

1. Polish all glass & mirror surfaces
2. Wash & remove all mold & mildew from tile surfaces
3. Clean & disinfect partitions

**C. Semi-annually** or more often if necessary

1. Clean ceilings & upper walls, removing cobwebs & foreign matter

**III. Entranceway**

**A. Twice weekly** in winter, once weekly in summer

1. Wash entranceway windows and window trim, inside & outside.
2. Vacuum carpets and move to outside of building before damp moping floor.
3. Damp mop floor, replace carpets after floor is dry.
4. Clean & wash ashtrays

**B. As needed** (no dust is allowed to accumulate)

1. Wash baseboards, walls & furniture

**IV. Windows**

All bids are to include washing of **all** Venetian blinds, blinds, windows, and storm windows (inside & outside) during the month of August. Additional window washing requirements are detailed above.

**Note:** Time required to wash windows and blinds is **NOT** included in the minimum requirements noted above.

**V. General Notes:**

- A. All trash and dirt must be taken out and thrown in dumpster every cleaning.
- B. Contractor shall supply all materials and machinery required to clean the facility including appropriately sized plastic trash bags and liners.
- C. All cleaning solutions must conform to department and OSHA standards. Material Safety Data Sheets must be provided and kept on file at the facility. Copies of MSDS will be provided to the Purchasing Agent if requested.
- D. Contractor will refill all soap, towel & bathroom tissue dispensers with product supplied by the city.
- E. The selected proposer shall supply a single project manager or contract person (as well as an alternate contact) to be on call 24 hours per day. The Town facilities director is asking that there must be an onsite Supervisor at all times. This responsibility will include after-hours call back if buildings are found to be unsecured or unlocked. There shall be no compensation for these call back events.

**CITY OF TORRINGTON  
TEEN CENTER/RECREATION HALL DEPARTMENT  
71 EAST ALBERT STREET, TORRINGTON, CT 06790  
JANITORIAL SPECIFICATIONS**

**MINIMUM REQUIREMENT:** Two times per week, Tuesday & Friday

**Notes:** The objective of this request is to provide a clean environment at the start of each working day. Accordingly all work shall be carried out between the hours of 9:00 P.M. to 7:00 A.M. the next morning unless otherwise specified. On occasion some activities in the building may run past 9:00 PM. No cleaning is to occur while the building is occupied. If however, the selected proposer wishes to provide the service at some other mutually agreed time, an alternative schedule may be possible. The following are exceptions to the aforementioned schedules: There must be a working on Job Site Supervisor/manager and available when and if the Superintendent needs to talk or discuss any situations. Winter conditions may necessitate a change of cleaning day. Coordinate such changes with the Superintendent of Recreation, Brett Simmons (860) 489-2385.

2. Areas to be cleaned include Teen Center, kitchen, dance hall, restrooms, hallways, entrances and stairwells. **Square footage to be cleaned: Approximately 4,450 S.F.**

**The following are the MINIMUM specifications required: Contractors may need to perform tasks more frequently or perform additional tasks to keep facility clean.**

**I. All Areas**

**A. Twice weekly:**

1. Empty trash cans & replace liners each cleaning – *(This may vary due to holidays and no use of facilities. Also, the trash may not be used at all on a given day so the liner is not replaced. (2) 44 gallon trash cans – 208/year approximately; (4) 32-36 quart trash cans – 416/year approximately; (1) 32 gallon trash can – 104/year approximately.)*
2. Dust trim moldings, window sills, and all horizontal surfaces (file cabinets, vending machines, TV, etc.)
3. Vacuum all carpets & move to outside of building before damp moping floor. Proper floor cleaning solutions for commercial areas shall be used at all times. Note: The solution and water should be dumped and changed out frequently when cleaning to ensure clean water is being applied on the floors.
4. Damp mop floors, moving furniture and equipment as necessary to clean entire floor.
5. Replace carpets after floor dries.
6. Clean sinks.
7. Clean counter tops, tables, and surfaces.

**B. Monthly**

1. Wash and buff floors, move furniture to thoroughly clean entire floor area.
2. Remove fingerprints & smudges from doors, door jambs, light switches & walls.
3. Inspect all corners; clean & remove all foreign matter.
4. Damp wipe all window sills, radiators & chairs.

**C. Two (2) times per year or more if necessary**

1. Strip and wax floors, move furniture & office equipment to clean entire floor area.

**D. Minimum – Twice Annually – (Or as needed – no dust, dirt, or grime is allowed to accumulate)**



1. Clean all wall surfaces.

## **II. Lavatories and Shower Rooms**

### **A. Twice weekly**

1. Wash & disinfect all toilet bowls, seats, urinals & sinks
2. Wash & disinfect floors, no sticky residue or mold/mildew shall remain after floor dries
3. Damp wipe outsides & refill all paper towel & tissue dispensers as needed
4. Clean and disinfect light switches and door knobs.

### **B. Weekly**

1. Polish all glass & mirror surfaces
2. Wash & remove all mold & mildew from tile surfaces. Proper floor cleaning solutions for commercial areas shall be used at all times. **Note:** The solution and water should be dumped and changed out frequently when cleaning to ensure clean water is being applied on the floors.
3. Clean & disinfect partitions

### **C. Minimum** – Two (2) times annually – (Or as needed – no dust, dirt, or grime is allowed to accumulate)

1. Clean ceilings & upper walls, removing cobwebs & foreign matter

## **III. Entranceway**

### **A. Twice weekly**

1. Wash entranceway windows and window trim, inside & outside.
2. Damp mop floors. Proper floor cleaning solutions for commercial areas shall be used at all times. **Note:** The solution and water should be dumped and changed out frequently when cleaning to ensure clean water is being applied on the floors.

### **B. Minimum** – Two (2) times annually – (Or as needed – no dust, dirt, or grime is allowed to accumulate)

1. Wash baseboards, walls & furniture

## **IV. Windows**

All bids are to include washing of **all** Venetian blinds, blinds, windows, and storm windows (inside & outside) during the month of August. Additional window washing requirements are detailed above.

## **V. General Notes:**

- A.** All trash and dirt must be taken out and thrown in dumpster every cleaning
- B.** Contractor **shall** supply all materials and machinery required to clean the facility including appropriately sized plastic trash bags and liners.
- C.** All cleaning solutions must conform to department and OSHA standards. Material Safety Data Sheets must be provided and kept on file at the facility. Copies of MSDS will be provided to the Purchasing Agent if requested.
- D.** Contractor will refill all soap, towel & bathroom tissue dispensers with product supplied by the city.

**CITY OF TORRINGTON**  
**TORRINGTON ARMORY, 153 SOUTH MAIN ST., TORRINGTON, CT 06790**  
**JANITORIAL SPECIFICATIONS**

**MINIMUM REQUIREMENT:** 20 man hours per week

**Areas To Be Cleaned:** Public areas including kitchen, offices, program areas, meeting rooms, shower rooms and restroom on three floors including all hallways, stairways, and gymnasium.

**Notes:** The objective of this request is to provide a clean environment at the start of each working day. Accordingly all work shall be carried out between the hours of 10:00 P.M. to 7:00 A.M. the next morning unless otherwise specified. No cleaning is to occur while the building is occupied. If however, the selected proposer wishes to provide the service at some other mutually agreed time, an alternative schedule may be possible. The following are exceptions to the aforementioned schedules: There must be a working on Job Site Supervisor/manager and available when and if the Superintendent needs to talk or discuss any situations. Winter conditions may necessitate a change of cleaning day. Coordinate such changes with the Superintendent of Recreation, Brett Simmons (860-489-2385).

**Schedule:** Five (5) days per week, (Monday – Friday), 52 weeks per year. Work to be performed after 10:00 PM and before 7:00 AM. Daily gymnasium cleaning to be performed in coordination with Gym Activities. **Approximately 16,524 sq. ft. of usable space, however not all of this space is part of the cleaning which will be outlined at the walk-through.**

**The following are the MINIMUM specifications required, contractors may need to perform tasks more frequently or perform additional tasks to keep facility clean.**

**I. Gymnasium/Kitchen**

**A. Daily**

1. Sweep and dust mop gymnasium and kitchen floor and South Main Street entrance foyer.
2. Empty trash cans and replace liners if soiled.
3. Dust furniture and chairs
4. Clean sinks.
5. Mop kitchen floor and 1<sup>st</sup> floor lobby.

**B. Twice weekly:**

1. Mop floors with neutral cleaner and court clean system per court clean specifications: Mondays and Fridays, April – November; Mondays, Wednesdays and Fridays, December – March.

**II. All Areas**

**A. Daily**

1. Vacuum carpets & move to outside of building before damp mopping floor.
2. Damp mop floors, moving furniture and office machinery as necessary to clean entire floor. Proper floor cleaning solutions for commercial areas shall be used at all times. **Note:** The Solution and water should be dumped and changed out frequently when cleaning to ensure clean water is being applied on the floors.
3. Replace carpets after floor dries.
4. Empty trash cans and replace liners each day.
5. Early Childhood Room – Mop floor daily with neutral cleaner and court clean system.
6. Early childhood Room – Clean tables and chairs.
7. Clean counter tops, tables, and surfaces.

**B. Twice weekly:**

1. Dust trim moldings, window sills, and all horizontal surfaces (file cabinets, vending machines, etc.)
2. Early Childhood Room – Dust all surfaces including tables, play areas, and equipment.

**C. Monthly**

1. Wash and buff floors, move furniture to thoroughly clean entire floor area.
2. Remove fingerprints & smudges from doors, door jambs, light switches & walls
3. Inspect all corners; clean & remove all foreign matter
  - a. Damp wipe all window sills, radiators & vents

**D. Two (2) times** per year or more if necessary

1. Strip and wax floors, move furniture & office equipment to clean entire floor area

**E. Minimum** – Two (2) times annually – (Or as needed – no dust, dirt, or grime is allowed to accumulate)

1. Clean & polish all paneling
2. Clean & wash all wall surfaces.

**III. Lavatories and Shower Rooms**

**A. Daily**

1. Wash & disinfect all toilet bowls, seats, urinals & sinks
2. Wash & disinfect floors, no sticky residue or mold/mildew shall remain after floor dries
3. Damp wipe outsides & refill all paper towel & tissue dispensers as needed
4. Clean and disinfect light switches and door knobs.

**B. Weekly**

1. Polish all glass & mirror surfaces
2. Wash & remove all mold & mildew from tile surfaces
3. Clean & disinfect partitions

**C. Minimum** – Two (2) times annually – (Or as needed – no dust, dirt, or grime is allowed to accumulate)

1. Clean ceilings & upper walls, removing cobwebs & foreign matter

**IV. Windows**

1. All bids are to include washing of **all** Venetian blinds, blinds, windows, and storm windows (inside & outside) during the month of August. Additional window washing requirements are detailed above. **Note:** Time required to wash windows and blinds is **NOT** included in the minimum requirements noted above.

**V. General Notes:**

- A.** All trash and dirt must be taken out and thrown in dumpster every cleaning.
- B.** Contractor shall supply all materials and machinery required to clean the facility including appropriately sized plastic trash bags and liners.
- C.** All cleaning solutions must conform to department and OSHA Standards. Material Safety Data Sheets must be provided and kept on file at the facility. Copies of MSDS will be provided to the Purchasing Agent if requested.
- D.** Contractor will refill all soap, towel & bathroom tissue dispensers with product supplies by the city.
- E.** Cleaning shall be done on all three levels at the Armory in all areas noted.
  - a. Restrooms – Four
  - b. Main Office
  - c. Kitchen/Meeting Room
  - d. Gymnasium
  - e. Early Childhood Room
  - f. Lobby – 1<sup>st</sup> Floor and 2<sup>nd</sup> Floor
  - g. Hallway – Basement
  - h. Stairwell – all levels
  - i. Meeting Room – 2<sup>nd</sup> Floor
  - j. 2<sup>nd</sup> Floor Offices – Two
  - k. Maintenance Closet – Off Gymnasium
  - l. Civil Air Patrol Office

**CITY OF TORRINGTON  
JANITORIAL SERVICES FOR CITY FACILITIES  
BID #JST-014-031116  
STATEMENT OF REFERENCES**

List five references which demonstrate your ability to supply services included in the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your company's qualifications.

**Client: 1**

Organization Name: \_\_\_\_\_  
Contact Individual: \_\_\_\_\_ Phone No: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Service dates: \_\_\_\_\_

**Client: 2**

Organization Name: \_\_\_\_\_  
Contact Individual: \_\_\_\_\_ Phone No: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Service dates: \_\_\_\_\_

**Client: 3**

Organization Name: \_\_\_\_\_  
Contact Individual: \_\_\_\_\_ Phone No: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Service dates: \_\_\_\_\_

**Client: 4**

Organization Name: \_\_\_\_\_  
Contact Individual: \_\_\_\_\_ Phone No: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Service dates: \_\_\_\_\_

**Client: 5**

Organization Name: \_\_\_\_\_  
Contact Individual: \_\_\_\_\_ Phone No: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Service dates: \_\_\_\_\_

**CITY OF TORRINGTON**  
**JANITORIAL SERVICES FOR CITY FACILITIES**  
**BID #JST-014-031116**

**COMPANY INFORMATION**  
**(To be submitted with response)**

The information requested below must be supplied with this Proposal. Please answer all the questions. Attach additional pages to this form if necessary.

1. How long has your company been in business and how long have you been providing janitorial services, similar to those described in this bid?

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2. Has your company, or any officer of your company, been involved in any transaction in which the company (1) defaulted on a contract or (2) was suspended or debarred by a government agency? If yes, explain.

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3. State the location of the office from which this service is to be performed by contractor.

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4. Do you have experience working with other local governments relative to providing janitorial services? If yes, explain.

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5. Attach a list of accounts your organization has in process, giving the name of the owner, contract amount, period of engagement, and ending date.

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6. List size of firm, the size of the firm's staff and number of personnel (title of each employee) that will be assigned to the City for this contract.

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7. List type of communication equipment your office & crews use:

- a) A. Answering Service Yes\_\_\_\_\_ No\_\_\_\_\_
- b) B. Beeper Service Yes\_\_\_\_\_ No\_\_\_\_\_
- c) C. Radio Control Yes\_\_\_\_\_ No\_\_\_\_\_
- d) D. Cellular Phones Yes\_\_\_\_\_ No\_\_\_\_\_
- e) E. Other List \_\_\_\_\_
- f) F. Cellular # of the onsite working supervisor \_\_\_\_\_

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Company Name

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by (Signature)

**CITY OF TORRINGTON  
JANITORIAL SERVICES FOR CITY FACILITIES  
BID #JST-014-031116**

**Acceptance of Terms of this Agreement**

Name of Proposer: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Title: \_\_\_\_\_

Name Printed: \_\_\_\_\_ Date: \_\_\_\_\_

It is agreed by the above signed proposer that the signature and submission of this proposal. Represents the proposer's acceptance of all terms, conditions, and requirements of the proposal specifications, and, if awarded, the proposal will represent the agreement between the parties.

The proposer agrees that the cost of any work performed, materials furnished, services provided, or expenses incurred, which are not specifically delineated in the proposal documents, but which are incidental to the scope, intent, and completion of this contract, shall be deemed to have been included in the prices for the various items scheduled.

\_\_\_\_\_

## **INSTRUCTION TO BIDDERS**

Sealed bids will be received by the Purchasing Agent, Room 206, 140 Main St., Torrington, CT 06790 until the time and date specified on the cover sheet and opened thereafter in the Purchasing Department, Room 206. Bids received later than the date and time specified will not be accepted. In the event of the closure of City Hall, proposals will be opened on the following business day that City Hall is opened. Amendments to or withdrawal of any section of the submitted bid received later than the time & date set for the bid opening will not be considered. Bid proposals must remain in effect for a minimum of 30 days unless otherwise noted elsewhere in the bid specifications.

**BID DOCUMENTS:** are available upon receipt of this invitation over the Internet at the City's web site: [www.torringtonct.org](http://www.torringtonct.org) UNDER Purchasing Department, select "Open Bids". Adobe Acrobat reader is required to view this document. Businesses without internet access may contact the Purchasing Department at 860-489-2224 for a copy of the bid documents.

**REPLIES:** whether bid or no bid, submittal must have the bid number clearly identified on the outside of the envelope. Bidders not marking the envelopes with the Bid number and date/time of opening on the envelope will have no recourse against the City of Torrington or its employees. Such bidders run the risk of the bid being opened prior to the scheduled Bid Opening time. Once opened such bids are public record. Any alleged oral agreement made by a bidder or contractor with any agency or employee of the City of Torrington will be disregarded.

**FREIGHT:** Prices quoted shall be net delivery **F.O.B. Torrington, CT.** All bid prices must include prepaid delivery, assembly, and/or installation (ready for operation and/or use) of all equipment and/ or materials to the individual locations(s) as designated by the Purchasing Agent. All bid prices are to be submitted on the sheets provided on this bid. Quantities and pricing are to be listed in accordance with these sheets.

**QUESTIONS:** All questions pertaining to the bid contract specifications and plans under this contract shall be placed in writing to the Purchasing Agent email: [pennie\\_zucco@torringtonct.org](mailto:pennie_zucco@torringtonct.org). All replies will be in writing and a copy of any such inquiry and advice (if deemed vital to the bid by the Purchasing Agent) will be made available to each prospective bidder by addendum. Bidders should check the web site for addendas/updates 48 hours prior to the bid opening.

In the event of receipt of identical bids as to offerings, delivery, service, content, price, etc., the bid will be awarded in accordance with the information contained in the bid document, based on first received as to date and time of receipt of the bid.

**EXPARTE COMMUNICATION:** Please note that to insure the proper and fair evaluation of a bid, the City of Torrington prohibits exparte communication (i.e., unsolicited) initiated by the Bidder to a City Official or Employee evaluating or considering the bids prior to the time a bid decision has been made. Communication between Bidder and the City will be directed in writing to the Purchasing Agent only. The Purchasing Agent will obtain the information or clarification needed. Exparte communication may be grounds for disqualifying the offending Bidder from consideration or award of the bid and repeat offenders may be disqualified from future bids.

**NON-COLLUSION STATEMENTS:** In order for bids to be considered, a non-collusive statement must be submitted with the bid. A sample non-collusive bid statement is attached. Bidders may elect to submit their own notarized non-collusion statement. **NOTE:** Documents must be signed before and sealed by a Notary Public. Only documents bearing a notary seal will be accepted.

**CONDITIONAL, QUALIFIED OR NON-RESPONSIVE BIDS/PROPOSALS:** All bids/proposals shall be submitted in the form and manner as indicated by the bid documents and bid forms. Any proposal which is not submitted in the form and manner indicated by the bid documents or which contains information, statements, conditions, or qualifications which place conditions or qualifications on the proposal submittal for purposes of making an award, or which alter any proposal terms, conditions, specifications, or forms, which has not been previously approved by written addendum from the Purchasing Agent, or which does not meet legal requirements, shall be declared as a qualified, conditional, or non-responsive proposal and shall be rejected without further consideration. Any proposal response that does not fully respond to and comply with all detailed specifications or requests for information including execution of proposal forms, may be declared "non-responsive" and recommended for rejection. The City of Torrington shall not be responsible for any errors or omissions of the respondent.

**UNBALANCED BIDS AND/OR EXCESSIVE LINE ITEM PRICES:** The City reserves the right to reject any bids in which unit prices, in the sole opinion of the City, are unbalanced. In addition, where the City has decided to make an award, it further reserves the right to non-utilize a particular line item that in the sole opinion of the City is excessively priced, and reserves the right to obtain that item from another source.

**CONTRACT:** A response to an Invitation To Bid is an offer to contract with the City of Torrington based upon the terms, conditions, and specifications contained in the City's ITB. Bids do not become contracts unless and until executed by the City, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the ITB, unless any of the terms and conditions are modified by an ITB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

**TAXES:** Omit all State and Federal taxes from the bid. The City of Torrington is exempt from the payment of taxes imposed by Federal government and/or the State of Connecticut.

**OWNERSHIP OF DOCUMENTS:** All documents, including drawings, plans, specifications, videotapes, or other documents or maps prepared by a contractor pursuant to any agreement arising from this bid shall become the property of the City of Torrington upon completion of the project or any termination of the project prior to the completion of the project.

**LEGALITY:** All bid offers for commodities, work, materials, or equipment hereunder shall comply in every respect with the laws, specifications and requirements of the State of Connecticut and the Federal government. Contractor will comply with the provisions of the Connecticut Fair Employment Practices Law.

**LANGUAGE DISPUTES:** Any disputes over the interpretation and/or meaning of any individual terms, conditions, and/or language within this Request for Bid/Proposal document shall be resolved by and at the sole discretion of the City Purchasing Agent in a manner that is in the best interest of, and best advantage to, the City of Torrington, provided any such interpretation shall be reasonable. In the event that an individual term, condition, and/or language wording is determined at any time, including after award, by the City Purchasing Agent to be "not applicable at all" to this contract, then the term, condition, and or language wording may be disregarded, even though an addendum is not issued. However, if the Purchasing Agent determines that the term, condition, and/or language wording "is applicable in part", then the term, condition, and/or language wording will apply to the degree applicable, even though an addendum is not issued.

**INDEMNIFICATION:** The Contractor shall save the City of Torrington, its agents or employees, harmless from liability of any kind for all claims of labor payments and materials furnished for this work, and for use of any copyrighted or uncopyrighted composition, secret process patented or unpatented invention, article or application furnished or used in the performance of the contract of which the Contractor is not the patentee, assignee, or licensee. To the fullest extent permitted by law, The bidder shall indemnify and hold harmless the Municipality, 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 work, 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, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them are liable.

In any and all claims against the Municipality, its officers, agents, servants and employees by any employee of the Bidder, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for those acts any of them may be liable, the indemnification obligation under these sections to be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Bidder or any Subcontractor under Worker's Compensation Acts, Disability Benefit Acts or other employee benefit acts.

The successful bidder, vendor, and/or contractor must protect all property of the City of Torrington (i.e. all floors, furniture, grass, land, etc.) from injury or other damage. Any damage so caused must be repaired by contractor/vendor at his/her own expense. At the completion of work, the vendor and/or contractor must remove from the premises all surplus materials and all debris created by same. The premises must be left in a broom-clean and finished condition acceptable to the owner or its agents. Successful bidder will furnish adequate protection from damage for all work and to repair damage of any kind; for which he or his workers are responsible, to the premises or equipment to his own work or to the work of other contractors.

**DEFAULT:** It shall be understood that a bidder supplying equipment and/or supplies will be considered to be in default if/when they have not delivered the item(s) within the time constraints listed in this document or subsequent purchase orders and/or contract. Bidders providing a service and/or construction will be considered to be in default if/when they have failed to meet the completion date set forth in this document or its subsequent contract and/ or purchase orders and/ or they have ceased work on the project for a period of fifteen (15) working days, cumulative or consecutive.

**SUSPENSION AND DEBARMENT:** The Purchasing Agent may suspend or debar the right of a vendor to be included on the vendor list and has the authority to reject any bid or response from any suspended or debarred vendors.

**Suspension:** A vendor may be suspended based on the following:

- 1) A vendor defaults or fails to fully comply with the conditions, specifications, or terms of a Bid, Quotation, Proposal or Contract with the City of Torrington.
- 2) A vendor commits any fraud or misrepresentation in connection with a Bid, Quotation, Proposal, or Contract with the City of Torrington.
- 3) A vendor is charged by a court with the commission of a criminal offense as incident to obtaining or attempting to obtain a public or private contract or sub-contract, or in the performance of such contract or sub-contract
- 4) A vendor is charged by a court with the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a City contractor. If charges are dismissed or the vendor is found not guilty, the suspension shall be lifted



automatically upon written notification and proof of final court disposition provided by the vendor to the City of Torrington.

- 5) A vendor becomes insolvent, has proceedings in bankruptcy instituted against it or, compounds its debts or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property.
- 6) A vendor's commission of any act or omission to perform act is grounds for debarment.
- 7) A vendor violates the ethical standards set forth in local, state, or federal law.
- 8) Any other cause the Purchasing Agent determines to be so serious and compelling as to materially and adversely affect responsibility of a vendor as a City contractor, including but not limited to suspension by another government entity

**Debarment:** A vendor may be permanently debarred for the following:

- 1) Default or failure to fully comply with the conditions, specifications, drawings, or terms of a bid, proposal, or contract with the City of Torrington twice in any three-year period.
- 2) Conviction of or judgment obtained in a court for commission of those offenses in connection with the vendor's commercial enterprise stated sections 3) or 4) of suspension section listed above. If the conviction is reversed through the appellate process, the debarment shall be removed upon written notification and proof of final Court disposition from the vendor to the City of Torrington.

**TRADE NAME REFERENCES:** Any and all references to trade names, types, styles, model numbers, stock numbers or catalogs are intended to be descriptive only and not restrictive. The intention is to indicate to bidders the type and quality of the articles and or materials that will be satisfactory. When reviewing the information, it is the responsibility of the prospective bidder to inform the City of Torrington of any discrepancy that is found (i.e. number listed does not fit item description) Bids received on other makes or models with reference to other catalogs will be considered. The bidder is to clearly state in his bid exactly what he intends to furnish and to furnish with his bid a cut or illustration or other descriptive matter that will clearly indicate and give specification as to the product he/she proposes to furnish. Where a bid is offered on an item other than the trade standard used in the specification the item should be identified on the bid form by entering the MAKE, TRADE NAME AND MODEL NUMBER. It is understood that any substitute and/or alternate that might be offered are guaranteed by the bidder to be of equal or better quality than is referenced in the bid. The item(s) must be equivalent as to function, basic design, type and quality of material, method of construction and any required dimensions. It shall be further understood that during original as well as subsequent shipments spot checks will be performed to insure that the items received are in fact the items offered in the bid. When received, should items/materials prove to be different from what was bid in any way, the bidder agrees to the return of the items and agrees to supply correct items (per bid specifications) at the bidders expense. In the event this return action is required, it is understood the bidder may be subject to removal from the city's approved bidder's list. Bidders are cautioned that surplus, seconds, factory rejects, floor samples, close outs or distressed items are not acceptable and shipments of substitutions, defective or shop-worn equipment will be returned for a full refund at the vendor's expense.

**QUANTITY:** The quantities and/or materials listed in the specifications/bid sheets may be increased or decreased by the City of Torrington or its designated representative based on actual need at the time the purchase orders are placed.

**QUALITY:** The City of Torrington reserves the right to reject any proposal in whole or in part offering equipment and/or materials and/or services that in its or its agent's opinion does not meet the quality standards desired. Such decision is final and not subject to further recourse by the bidder.

**SAMPLES:** forwarded by the bidder will be returned to the bidder at his request and expense. Requests for return of samples must be submitted in writing at the time the sample is given to the City of Torrington or its representative. Samples not returned to the bidder will be disposed of at the discretion of the City of Torrington or its designated representative. Large pieces of equipment submitted for evaluation and inspection are to be picked up by the bidder within 30 days of the bid opening date. Items remaining after 30 days will be discarded.

**AWARD:** It is the intent to award this bid in its entirety to one bidder, however, the City reserves the right to award the bid line item by line item if it is deemed in its best interest to do so. In addition, bidders are advised that should budgetary constraints dictate, part, and/or all the items in this bid may be rejected. This decision shall be considered final and not subject to recourse by the bidder.

In determining the lowest or highest responsible bidder, the City reserves the right to consider, in addition to price, the compatibility, quality, cost of maintenance and availability of parts, experience and/or past performance of the bidder, sufficiency of the financial resources of the bidder as relates to the offerings as well as the ability of the bidder to provide future maintenance and service.

Documents previously submitted to the city of Torrington will not be considered as satisfying submission requirements for this bid.

No bidder can claim any contract rights by virtue of bidding alone. Awarding of the contract means actual written notice by letter and a properly executed purchase order to the bidder or bidders to whom the bid has been awarded.

**OPTION TO RENEW:** This contract may be extended for four (4) additional one (1) year periods, provided all terms and conditions remain in full force and effect except for the contract period being extended. This option, if exercised, is to be executed in the form of a letter of agreement, to be issued no later than 60 days prior to the expiration of the then current contract period. This option to renew requires the

mutual agreement of both parties. Refusal by either party to exercise this option to extend, will cause this contract to expire on the original or mutually agreed upon date. The total period of this contract, including all extensions as a result of exercising this option, will not exceed a maximum combined period of five (5) years.

#### **BONDS:**

**BID BONDS:** shall be in the amount of 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 must accompany each bid. A certified check, cashier's check, Treasurer's check, or money order in the same amount may be submitted in lieu of the bid bond. Bids submitted without Certified Check or Bid Bond **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 bid bonds will be refunded to the unsuccessful bidders after award of the bid by the City Council. The deposit check or Bid Bond of the successful bidder will be held in escrow until such time as 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.

**Performance Bond:** The Contractor, when awarded the Bid, must submit within 10 days of the bid award, and before beginning the work or signing a contract, a Performance Bond amounting to one hundred percent (100%) of the total amount of the bid. Said performance bond must be in favor of the City of Torrington and executed by a surety company authorized to do business in the State of Connecticut. The City of Torrington reserves the right to retain the Bid Bond or Certified Check on bids below \$25,000.00 as a Performance Bond. On bids of \$25,000.00 or more the Performance Bond may be furnished in the following manner: Performance Bond, Surety Bond, Certified Check or Bank Check.

**Maintenance Bond:** The contractor, upon signing a contract and before beginning the work must submit to the Purchasing Agent a Maintenance Bond to guarantee that if defects in either labor or materials becomes evident within one year after completion and acceptance of work will be fixed at no cost to the City of Torrington. The maintenance bond may be included as a portion of the Performance bond or as a separate bond. If it is issued as a separate bond said maintenance bond must be in favor of the City of Torrington and issued by a surety company licensed and authorized to do business in the State of Connecticut.

**Labor and Material Bonds:** Per Section 49-41 of the Conn. General Statutes, on Public Works project where the estimate is in excess of \$25,000.00, a labor (payment) and material bond must be furnished to the City. Said bonds must be filed with the Purchasing Agent prior to the commencement of work.

**Consent for Release of Final Payment:** AIA Document G707 & G706, or equivalent, must be signed and returned by the Surety Company before final payment will be released to the contractor.

#### **INSURANCE:**

**Certificate of Insurance:** All insurers shall purchase insurance from an insurance company or companies rated A-V11 or better by A.M. Best Companies lawfully authorized to do business in the State of Connecticut. The insurance provisions set forth below are minimum requirements. All insurance policies must include a Waiver of Subrogation whereby the insured waives its right to subrogate against the City, its subsidiaries, employees, volunteers, directors and officers. In the event the Contractor/City Contract (Project Requirements) specifies additional coverage's and/or amounts of coverage then those set forth below and pertaining to the Contractor's work, then the Contractor shall provide the coverage's and/or amounts in accordance with the Project Requirements. Proof of proper insurance coverage, Workers Compensation Insurance, Liability and Property damage, and Vehicle Insurance shall be filed with the City of Torrington Purchasing Agent within 10 days after the award of the bid. The Certificate of Insurance must name the City of Torrington, 140 Main St., Torrington, CT, its subsidiaries, employees, volunteers, directors & officers as the "Additional Insured" and filed with the Purchasing Agent prior to commencement of work. Renewal Certificates of Insurance must be mailed to the Purchasing Agent 10 days prior to the expiration of the required coverage. Such insurance will protect the Contractor from claims which may arise out of or result from the Contractor's operations under the Subcontract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Sub-Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Contractor, and any Sub-subcontractors engaged by the Contractor, shall obtain the following insurance:

**Workers' Compensation Insurance:** For all work performed pursuant to this contract, Contractor shall maintain Workers' Compensation Insurance, including coverage for all executive officers, sole proprietors and partners, and other similar employee benefits in the amount required by all applicable statutes, law, regulations or acts. Such Workers' Compensation Insurance must list on Item 3A of the policy Information Page "Part One of the policy applies to the Workers' Compensation Law of the State Connecticut" and provide a Waiver of Subrogation endorsement (NCCI form WC 00 03 13 or its equivalent) that prohibits the insurance company from enforcing subrogation and recovery rights against the City, its subsidiaries, employees, volunteers, directors and officers. If work is to be performed over or adjacent to navigable waterways, the Workers' Compensation Insurance shall contain the United States Longshore and Harbor Workers' Act Endorsement (NCCI Form WC 00 01 06 or its equivalent). In case any class of employees or subcontractors is engaged in hazardous work under the contract at the site of the work is not protected under the Workman's Compensation statute, the contractor shall provide Workman's Compensation Insurance for the protection of employees not otherwise protected.

**Liability Insurance:** The Contractor shall take out and maintain for the life of the contract, adequate public liability insurance insuring against liability to persons not employed by him in an amount of not less than \$1,000,000.00 for injuries, wrongful death to any one person and subject to the limit for each person in an amount of not less than \$2,000,000.00 on account of one accident and property damage insurance in an amount of not less than \$1,000,000.00.

**Vehicle Insurance:** The Contractor shall take out and maintain for the life of the contract, adequate automotive/truck or other vehicle insurance with minimum coverage of \$1,000,000.00 each for both liability and under insured and uninsured motorist as well as any other coverage required by the State of Connecticut or requested by an official of the City of Torrington as relates to the contract.

**Additional Security:** The City of Torrington reserves the right to require successful bidders to enter into and such security arrangements as are deemed necessary to protect the City of Torrington, its property and goods.

**PERMITS:** The successful bidder agrees to obtain all work/building permits as might be required. The cost of obtaining such permits is the responsibility of the bidder. The City of Torrington reserves the right to waive local permit fees. In addition, it shall be understood that where property lines are to be considered, bidders are to verify said lines and measurements with proper City Officials prior to commencement of work. It is to be understood that any/all specifications and/or plans or drawings contained in or developed as a result of the bid process are and shall be presented subject to the approval of the City of Torrington planning, zoning and building officials and that awards made prior to said approval are subject to cancellation.

**PREVAILING WAGE:** When the State of Connecticut Prevailing Wage Rate is applicable to the bid, the successful bidder must submit a Certified Payroll Record prior to any request and/or invoice for payment.

**CITIZENSHIP:** Each employee of the Contractor shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card. The Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965, (18 USC 4082)(c)(2).

**SUB-CONTRACTORS:** The successful bidder shall not employ any subcontractor to fulfill any of the duties herein specified without express, prior written approval of the City of Torrington or its designated agent.

**EEO:** The successful bidder shall provide any/all additionally required, affirmative action statements, fair employment plans and non-discrimination programs and statement as might be required by the City of Torrington. In connection with the execution of this bid, subsequent purchase orders and/or contracts, the seller shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex or national origin. Bidders must comply with all rules & regulations of the Department of Labor with regard to Equal Employment Opportunities as pertains to municipalities.

**SAFETY:**

**Machine and/or Equipment Hazard Assessment and Safety Training:** Upon delivery of machines and/or equipment, suppliers are required to provide to the end-user employees, at no additional charge, a training session that will emphasize hazard awareness and assessment and the safe use of such machinery/equipment.

**Occupational Safety and Health Act of 1970:** Seller shall warrant that the machinery, equipment or other materials covered hereby shall upon delivery to the City of Torrington, be in compliance with the standards required by said Act and any updates as pertain to or reference said Act as well as the standards required by comparable State and local laws, if any, for such machinery, equipment or other materials in effect at the time of delivery.

**Machines and/or Equipment Lockout/Tagout:** In an effort to comply with OSHA's final rule on the control of hazardous energy sources, vendors must warrant that any and all machines and/or equipment as is covered under this bid will be supplied and/or installed equipped with lockout/tagout devices as prescribed by OSHA.

**Toxic Substance Control Act (PL94-469):** Seller warrants that each and every chemical substance constituting or contained in the products sold or otherwise transferred to the City of Torrington under this bid and subsequent purchase orders is not on the list of prohibited chemical substances compiled and published by the Administrator of the Environmental Protection Agency pursuant to Act PL94-469 and are otherwise in compliance with said Act.

**Hazardous Materials:** Any materials required by this bid and subsequent purchase orders that are hazardous under federal, state, or local statute, ordinance, regulation, or agency order will be packaged, labeled, marked and shipped by the seller to comply with all federal, state and local regulations then in effect including but limited to the provisions of the Hazardous Materials Transportation Act and Regulations promulgated thereunder and will further comply with any special requirements and any policies and procedures of the City of Torrington relating to the purchase of hazardous materials as might be noted on subsequent purchase orders or otherwise communicated to seller in

writing.

**Material Safety Data Sheets:** Shall be provided by the Seller upon delivery to the City of Torrington of any goods having constituents listed in the following references - OSHA 1910, ACHIG Current Threshold Values, DOT HazMat Table 49, IARC Carcinogen List, National Toxicology Program Carcinogen List, and/or Radioactive Materials. These Material Safety Data Sheets must be consistent with and include information required by the OSHA Hazard Communication Standard published as 29 CFR 1910.1200, as the same may be amended or supplemented from time to time.

**Asbestos:** Bidders are advised that asbestos-containing material may be located in the boiler rooms, pipe tunnels, storage areas and various portions of City buildings. Before proceeding on any contractual work on City buildings or their interiors, it is mandatory that bidders familiarize themselves with the asbestos-containing material and that said material be considered as a health hazard and all precautionary measures according to the Ahera Rules & Regulations be observed. It is the bidder's responsibility to notify all employees and/or subcontractors of this notification.

**TERMINATION OF CONTRACT:** Any contract entered into by the City and the successful bidder shall provide that the City may terminate the contract upon thirty (30) day notice to the bidder.

**The City of Torrington reserves the right to award or reject any or all bids, or any portion thereof, to waive technicalities, to award the contract to a bidder other than the lowest bid and to award the bid and/or contracts to one or more bidders submitting essentially identical proposals and, that in the city's judgment, will best serve the public interest.**

The terms and conditions of these "Instructions To Bidders" are made a part this bid.

**SAMPLE FORM**

**Bid #** \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, being first duly sworn, deposes and says that:

1. I am \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the attached Bid for " \_\_\_\_\_".
2. I am fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of 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 such Contract, for which the attached Bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or 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 price or the price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Torrington or any person interested in the proposed Contract; and
5. The price or prices 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 it agents, representatives, owners, employees, or parties in interest, including this affiant.

(Printed) \_\_\_\_\_

(Signed) \_\_\_\_\_

(Title) \_\_\_\_\_

Subscribed and sworn to before this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public Printed

\_\_\_\_\_  
Notary Public Signature

My Commission Expires \_\_\_\_\_

(Notary Seal)

**NOTE:** Documents must be signed before and sealed by a Notary Public. Only documents bearing a notary seal will be accepted.