



CITY OF TORRINGTON
SEALED BID REQUEST

BID # CFP-038-042417 CONCESSIONAIRE FOR 2017 SEASON

Bid opening: April 24, 2017 **Time:** 11:00 AM **Location:** City Hall, 140 Main St., Room 206, Torrington CT

Bid Bond or Certified Check required with bid: 5%

Performance Bond required if awarded bid: see instruction to bidders.

MUST SUBMIT AN ORIGINAL AND ONE (1) COPY.

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: April 12, 2017

Purchasing Agent _____
Pennie Zucco

Item	Per Season Price
CONCESSIONAIRE FOR 2017 SEASON PER SPECIFICATIONS	
Option A – Fuessenich Park Concesionaire	\$ _____
Option B – Mobile Cart Concessionaire	\$ _____

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.

Bid Submitted By: _____

Name of Company _____ Name _____

Title _____ Signature _____

Address _____

Phone _____ Fax _____ Date _____

E-mail address _____ Web Page _____

Comments: _____

**CONCESSIONAIRE FOR 2017 SEASON
SPECIFICATIONS
Bid # CFP-038-042417**

The City of Torrington invites all qualified person(s), organization(s) and firm(s) (Contractor) to submit their proposal to enter into a concession operator agreement to operate the Fuessenich Park concession stand or Mobile Concession Cart for the 2017 season. Awarded Contractor agrees to the following:

1. Contractor must pay for all utilities unless otherwise noted in these specifications. These utilities will be provided to the ability of existing provisions.
2. In return for the above privileges, the contractor agrees to pay the City of Torrington a minimum bid of \$1,000.00. Payment is due in the Purchasing Agent's office within 72 hours after award notification. A bid bond of 5% of the total bid but not less than \$100.00 must be submitted at the time of bid.
3. The submission of any response shall not in any way commit the City of Torrington to enter into a contract with that respondent or any other respondent.
4. This bid is not to be construed as a contract or a commitment of any kind; nor does it commit the City to pay for any costs incurred by the respondent in the submission or any costs incurred prior to the execution of a formal contract with the City of Torrington.
5. The deadline for bid submittals is **April 24, 2017 at 11:00 AM**. Bids shall be submitted to the Purchasing Department, City Hall, 140 Main Street, Room 206, Torrington, CT 06790. One original and three (3) copies shall be placed in a sealed envelope and clearly marked "**BID #CFP-038-042417, CONCESSIONAIRE FOR 2017 SEASON**". Bids received after the time and date specified will be rejected and returned unopened. In the event of the closure of City Hall, proposals shall be due the next day when City Hall reopens for business, no later than 11:00 AM on that day. All proposal submissions and materials become property of the City and will not be returned. **No fax or e-mail Bids will be accepted.**
6. This Bid shall remain open and shall not be withdraw for a period of thirty (30) days from the date set for its opening.
7. The Deadline for submitted questions is **April 18, 2017 at 12:00 noon**. Questions may be directed to Pennie Zucco, Purchasing Agent, pennie_zucco@torringtonct.org. All information given by the city except by written addendum shall be informal and shall not be binding upon the city nor shall it furnish a basis for legal action by any Proposers against the City. Vendor responsible to check City website for addendum/updates 48 hours prior to bid opening. Signed addendum(s) to be submitted with original bid.
8. **City has the right to choose either bid option:**
 - a. **FUESSENICH PARK CONCESSIONAIRE – OPTION A**
 - b. **MOBILE CONCESSION CART – OPTION B**

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.

**AN AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYER
MBE'S WBE'S AND SBE'S ARE ENCOURAGED TO APPLY**

OPTION A

The City of Torrington invites all qualified person(s), organization(s) and firm(s) (Contractor) to submit their proposal to enter into a concession operator agreement to operate the Fuessenich Park concession stand for the 2017 season. Vendor will be provided with a schedule within 72 hours of Award Notification. Awarded Contractor agrees to the following:

CONTRACTORS RESPONSIBILITIES

Contractor shall be responsible for:

1. Gas charges will be the responsibility of the Vendor should they choose to use gas for operating the fryolator and stove/griddle. **The City of Torrington is responsible for all water and electric.**
2. The City of Torrington shall give said contractor exclusive rights to the sale of food, non-alcoholic beverages, and shall not allow others to perform same.
3. Vendor requested to start within one week of award notification, but no later than two weeks.
4. Inspection of grease trap every two (2) months by certified personnel.
5. Cleaning of grease trap and disposal of waste as necessary by certified personnel (Hauler must be licensed in the State of CT to dispose of product). Grease trap to be cleaned at least at the end of the season. Superintendent of Parks & Recreation to receive inspection reports generated by Torrington Area Health District (TAHD) prior to Oct. 15th of the current year.
6. Must pick up all litter generated by concession sales every day a game is scheduled. All litter in the stadium shall be picked up immediately following the last game of the day or no later than 9:00 a.m. the day after, if circumstances do not allow so the night of the game. Litter shall be placed in the barrels provided.
7. Must meet all Torrington Area Health District requirements.
8. The City is responsible for the annual inspection/cleaning of the fire suppression system for grill exhausts. The Concessionaire is responsible for periodic removal of cooking grease build-up in the exhaust ducts and the general upkeep of the grill hood and exhaust.
9. Insect or vermin control as determined by TAHD or Park staff.
10. No fixed equipment shall be installed. No physical changes to City property shall be made without prior written approval of the Park and Recreation Commission.
11. Remove all food, paper goods and non-equipment items at the close of the season (October 1). The Superintendent of Parks & Recreation and concessionaire shall inspect the premises prior to October 15th to insure that the concession area is left in satisfactory condition.
12. Must be open for all scheduled games, excluding the Dragons Games. There are approximately seven (7) different teams that play at Fuessenich Park. Games are scheduled at various times up to seven days a week, with multiple games on certain days. Contractor will be provided with schedule within 72 hours of Award Notification year of the contract. Schedules are updated frequently with game changes. Any schedule updates will be forwarded to concessionaire as soon as available. The concession stand shall open starting in late April (pending the weather conditions allow for water to be turned on) and remain open through the end of August. There are 70-100 games scheduled during the season. If leagues play in the fall the Concessionaire and Superintendent of Parks and Recreation will meet to determine if it is mutually agreeable to keep the concession stand open longer.
13. Concession stand shall be open at the start of each game and remain open a minimum of three complete innings for each game. The Concessionaire is responsible for notifying the crowd over the stadium PA system prior to closing, if they do end up closing early. For some games, such as Tournaments, Collegiate Games, etc., the Concessionaire might be asked to open earlier during pre-game activities.
14. Provide proposed menu with pricing at the time of the bid. The Superintendent of Parks and Recreation and Parks and Recreation Commission has the right to review the price list and require price adjustments if the pricing seems unreasonable.
15. Only non-alcoholic drinks can be served, such as; water, sports drinks and soft drinks. **The sale of alcohol is strictly prohibited.** All drinks must be served in non-glass containers.
16. Meat products shall be all meat and contain no fillers and shall be purchased from a USDA or Connecticut inspected plant.
17. Must insure that all employees are courteous and helpful to park visitors. Employees shall be

- clean and neat in appearance.
18. Contractor **MAY** have the option to use portable concessions (i.e. - trucks, trailers, or food carts, excluding popcorn) **WITH PRIOR WRITTEN APPROVAL** from the Superintendent of Parks and Recreation and the Park and Recreation Commission. Concession advertising shall be limited to the concession area.
 19. Contractor shall be subject to a performance review within thirty (30) days of operation by the Superintendent of Parks and Recreation. The Parks and Recreation Department/Commission shall conduct an annual review at the end of each season. The contract may be canceled if contractor's performance is deemed to be unsatisfactory.
 20. Provide the City of Torrington with a Certificate of Liability Insurance and Workmen's Compensation with City as Additional Insured and in amounts satisfactory with the City of Torrington within 10 days of award notification (see Instructions to Bidders for further clarification.)
 21. A \$500.00 refundable equipment deposit is required to cover any damages sustained to City owned equipment beyond normal wear and tear. Deposit must be submitted to Purchasing Agent prior to commencement of work.
 22. Concessionaire shall provide the Superintendent of Parks and Recreation a complete list of equipment used to carry out concession operations.
 23. Concessionaire is responsible for coordinating access to the stadium with the Superintendent of Parks and Recreation (with advance notice) for deliveries, cleaning, inventory, etc. when the stadium is not open for ball games/field maintenance. When possible, such activities should be done during times when park personnel are onsite already for schedule activities and/or maintenance.
 24. Maintain all required permits and licenses, including business license. The Concessionaire must provide copies of all permits and licenses necessary for operating a concession stand to the Superintendent of Parks and Recreation. All permits must be posted when applicable.
 25. List of references

CITY TO PROVIDE BUILDING COMPLETE WITH THE FOLLOWING:

1. Water hook-up (City will also provide water)
2. Natural gas hook-up
3. 120-208 - volt service
4. Hood with fire system - 8' hood 6' opening
5. Sinks - hand and dish washing sinks
6. Counter tops
7. Trash collection in barrels provided by City
8. Two (2)-burner stove with griddle
9. Fryolator (2)
10. Refrigerator/Freezer
11. Freezer (2)

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.

**AN AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYER
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OPTION B

The City of Torrington invites all qualified person(s), organization(s) and firm(s) (Contractor) to submit their proposal to operate a Mobile Concession Cart for the 2017 season at Fuessenich Park. Vendor will be provided with a schedule within 72 hours of Award Notification.

The individual or organization awarded the right to operate a Mobile Concession Cart for the 2017 season agrees to the following:

1. The City of Torrington may award a contract for a Mobile Concession Cart to multiple vendors at the same location, however the City will not award contract to multiple vendors selling the same type of food at the same location. Multiple vendors may however sell the same type of non-alcoholic beverages at the same location.
2. The Mobile Concession Cart vendor shall use and occupy the specified site only for the operation and maintenance of a Mobile Concession Cart for the sale of food and refreshments to the general public and for no other purpose..
3. In return for the above privileges, the contractor agrees to pay the City of Torrington the sum of the awarded bid within 10 days of bid award.
4. The minimum acceptable bid as listed below. In addition, a bid bond of 5% of the total bid but not be less than \$100.00 must be submitted with the bid proposal. The bid bond will be held until the end of the 2017 season, but forfeited to the City should the contractor fail to perform.
5. The City of Torrington reserves the right to accept or reject any or all bids, or any portion thereof, to award the contract to a bidder other than the lowest bid, to waive technicalities and be to award the bid as will best serve the public interest.

Mobile Concession Location:

1. Mobile Concession Carts may operate at the following park:
 - a. Fuessenich Park
2. The Vendor(s) will be able to operate in an area approximately twenty (20) feet in length and approximately twelve (12) feet in width, located at Fuessenich Park.

Mobile Concession Vendor agrees to:

1. Provide any necessary equipment to perform this function
2. Keep the facility and general area around the Mobile Concession Cart neat and clean. **Daily cleanup of garbage and litter is the responsibility of the vendor.** Vendor agrees to be fully responsible for refuse and litter removal at the site and for additional ten (10) feet surrounding the site.
3. Obtain all necessary permits and clearances.
4. Obtain a license from the Torrington Area Health District and pay any fee required by them. Vendor(s) must comply with all Torrington Area Health Department requirements.
5. A current vending permit, issued by the Torrington Police Department must be obtained and a copy of the permit must be submitted to the Torrington Park and Recreation Department.
6. Vendor(s) must maintain a valid Connecticut Driver's License and submit a copy of the license to the Torrington Park and Recreation Department.
7. The Concessionaire must provide copies of all permits and licenses referenced in this bid and necessary for operating a concession stand to the Superintendent of Parks and Recreation. All permits must be posted when applicable.
8. Vendor(s) must provide a certificate of liability insurance with minimum coverage of \$1MM general liability and \$2MM aggregate and worker's compensation coverage. The insurance certificate shall name the City of Torrington "additional insured" not just a "certificate holder". The certificate of insurance must be submitted to the Purchasing Agent within 10 days of bid award notification. A copy of the insurance certificate must be submitted to the Torrington Park and Recreation Department.
9. Vendor(s) shall display and maintain all permits and necessary documentation onsite at all times while operating the Mobile Concession cart.
10. All carts, equipment, and refuse must be removed daily. Carts and equipment will be set up prior to scheduled activities.
11. Vacate said premises at the end of the season leaving area clean and undamaged.
12. Serve all drinks in paper cups or cans. No glass containers are permitted.
13. No alcoholic beverages will be sold or served.

14. Vendor(s) agree to provide all necessary utensils, equipment, coolers, refrigerators, cash registers and counters to dispense, maintain and store food and merchandise, and to keep such utensils, equipment, coolers, refrigerators, cash registers and counters in a clean and sanitary condition to the satisfaction of the Superintendent of Parks and Recreation.
15. Obtain advance approval for any temporary or portable facilities.
16. Vendor(s) awarded a contract for a Mobile Concession Cart at Fuessenich Park must remain set-up for a minimum of 3 innings of each scheduled game.
17. Vendor(s) agree to allow the Superintendent of Parks and Recreation or his representative to inspect the site and the equipment used by Vendor(s) for the operation and maintenance of a Mobile Concession Cart. Such inspection will be made at any time during the term of this license.
18. Vendor(s) agree to obey all laws, ordinances, and regulations of the State of Connecticut and City of Torrington.
19. Vendor(s) agree to conduct him or herself in a courteous manner during the operation and maintenance of the Mobile Concession Cart at the site.
20. Vendor(s) agree to sell and provide food, refreshments, and merchandise of the highest standard and quality.
21. Vendor(s) agree not to charge in excess of the average prices prevailing in the area by similar concessions and shops for similar products.
22. Vendor(s) agree to prominently display a sign, which lists all items for sale and their respective prices.
23. Vendor(s) may employ other individuals to assist in the operation of a Mobile Concession Cart at the site. Vendor agrees that such employees are bound to the conditions and covenants contained in this agreement. It is understood that the Vendor and his employees are not to be considered an employee of the City of Torrington or assume any rights, duties or privileges of an employee of the City of Torrington.
24. Vendor(s) shall coordinate with the Superintendent of Parks and Recreation for the hours of operation of a concession at the site awarded, based on park use and scheduled activities.
25. Vendor(s) shall not assign or transfer this license or any part thereof, or any right or privilege connected therewith, without the written consent of the Superintendent of Parks and Recreation.
26. Vendor(s) agree that during the term of this license and at its expense, Vendor will protect, defend, indemnify, and hold the City of Torrington and its officers, agents, and employees harmless from all losses sustained, claims, liens, or demands made, causes of action or suits filed, judgments awarded or penalties, interest, court costs, or attorneys' fees Incurred, arising from or in connection with the Vendors use, non-use, or possession of the site.
27. Vendor(s) further agrees at all times to maintain the site in a safe and careful manner.
28. List of references
 1. Bidders must submit menu and price list with the bid. The menu must include specific details on what type of food and beverages are to be sold. If awarded a contract, the Vendor will be responsible for selling the items specified in the bid and will not be able to substitute other.

<u>Park</u>	<u>Location</u>	<u>Minimum Bid</u>	<u>Months</u>
Fuessenich Park	Coe Place	\$750.00	Late April – Late August – 70-100 game schedule.

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.

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INSTRUCTION TO BIDDERS

Sealed bids will be received by the Purchasing Agent, Room 206, 140 Main St., Torrington, CT 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 (if not attached) over the Internet at the City's web site: www.torringtonct.org UNDER "Open Bids". Adobe Acrobat reader is required to view this document. If you do not have this software, you may download it for free from Adobe at <http://www.adobe.com>. Businesses without internet access may contact the Purchasing Department at 860-489-2224 for a copy of the bid documents.

NONAPPROPRIATION: All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Torrington for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.

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.

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: Request for interpretation of any portion of the bid may be made to the Purchasing Agent: Voice 860/489-2225, Fax 860/489-2547 and email: pennie_zucco@torringtonct.org. All bidder questions pertaining to the contract specifications and plans under this contract shall be placed in writing and addressed to: City Purchasing Agent, 140 Main Street, Room 206, Torrington, CT 06790; Any Fax or email shall be followed up with a telephone call to verify receipt. Bidders should check the web site for addendums/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 bidder's 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:

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. 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 of 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).

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.

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.

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 in interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has 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.