



**CITY OF TORRINGTON**  
**SEALED BID REQUEST**

**BID # PU-023-073106      POLICE UNIFORMS**

**Date of bid opening:** July 31, 2006      **Time:** 10:00 AM      **Location:** Room 109A

**Bid Bond or Certified Check required with bid:** 5% of "Regular Bid List" Total

**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 it deems will best serve the public interest.

**Omit State and Federal Taxes.**

**All prices must be F.O.B.: Destination**

**Dated in Torrington:** July 10, 2006      **Purchasing Agent** \_\_\_\_\_  
Charlene R. Antonelli, CPPB

Item
<p><b>POLICE UNIFORMS PER ATTACHED SPECIFICATIONS .</b> <b>(USE ATTACHED PRICE SHEETS)</b></p>

Bid Submitted By: \_\_\_\_\_

Name of Company \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Delivery Date \_\_\_\_\_

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

Comments: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Date \_\_\_\_\_

Web Page \_\_\_\_\_

**POLICE DEPARTMENT UNIFORMS  
BID SPECIFICATIONS  
BID # PU-023-073106**

**GENERAL INFORMATION**

**REGULAR BID LIST**

The items listed on this page(s) comprise the majority of the Torrington Police Uniform dollars. Therefore, it is the Regular Bid List that will be used to determine the successful bidder.

**Identification:** Each garment provided by the supplier under this contract shall have the size of the garment attached thereto and marked indelibly. Shirts will include sleeve length, pants will include inseam.

**Departmental Patches:** Patches, double stitched along border, and sewn on the Torrington Police Uniform are to match in color, size, shape, and border, that of the Departmental regulations. A sample of the patch will be provided to the supplier.

**Delivery Time:** All items on list must be delivered to TPD within forty-five (45) days from the date on the purchase order EXCEPT :

Large seasonal shirt order  
Trousers other than size 30" to 40" waist with 28" to 34" length, inclusive.  
Special Orders - exceptionally large or small sizes.  
Badges

**Purchaser Rights:** Starting on the forty-sixth (46th) day from the date the purchase order was issued, or agreed date of delivery of an order, if said order is not delivered in full to the TPD, the purchaser has the right to purchase the undelivered item(s) on such order from any supplier of its choice. If there is an increase in price between the items ordered from the original supplier and the items received from another supplier, the difference will be deducted from the next payment to the original supplier.

**Service:** The supplier is to provide a minimum of 12 service calls to the TPD at 576 Main St., Torrington, CT. The service calls are to be the first Wednesday of each month at 12:30 PM. The purpose of the service call, among other things, is to fit or measure officers for uniforms, review purchase orders and billing, and the general conduct of the bid/purchase.

The supplier must make reasonable attempts to fit any items ordered or purchased under this agreement, both before and after delivery to the satisfaction of the buyer representative.

**ALTERNATE BID LIST**

**Terms:** The purchaser is not obligated to purchase items from the alternate bid list, but can look for the lowest price available for these items.

**Substitution for bid items:** If bidders elect to bid an alternate manufacturer's item that is of the same or better quality yet meets the specifications as spelled out for that item, a sample of the items to be substituted is to be submitted with the bid. The sample must be readily identified with the manufacturer's name and model number or order number, along with the bidder's name & phone number. See "Instructions to Bidders" for City's policy regarding the return of samples.

**POLICE DEPARTMENT UNIFORMS  
 BID PRICE SHEET  
 BID #**

**REGULAR BID LIST**

	<b>ITEM</b>	<b>MFG./MAKE</b>	<b>EST. QTY.</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>
A	Outer Jacket	Blauer #9019 w/Scotch lite pkg.	20		
B	Reversible Jacket	Blauer #6001	10		
C	Trouser - year round	Blauer #8561P7	150		
D	Shirts - long sleeve	Elbeco 314-3	120		
E	Shirts - short sleeve	Elbeco 3314-3	100		
F	Winter Sweater	Blauer #210	10		
G	Winter Hat	Midway 5 Star - cloth	12		
H	Summer Hat	Midway 5 Star - mesh	15		
I	Necktie	Broome #44BO - 100% wool knit	40		
J	Raincoat - full length	Blauer #9690	5		
K	Raincoat - hip length	Blauer #9691	5		
L	Rain Bonnet	Blauer # 107 yellow	10		
		<b>TOTAL</b>		<b>\$</b>	<b>\$</b>

Name of Company \_\_\_\_\_

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

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

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

Date \_\_\_\_\_

## TORRINGTON POLICE UNIFORM SPECIFICATION DETAILS

### REGULAR BID LIST ITEMS

**A. Winter Jacket:** Blauer Model GTX-Hiplength 9019 with Gore-Tex membrane - Regulation Police Navy Blue with Scotchlite package included. Patches, rank insignia, and button colors will be specified with each individual coat ordered.

**B. Reversible Jacket:** Blauer #6001 - Reversible Hi Vis - Navy Jacket with reflective scotchlite trim around chest and sleeve

**C. Trousers:** Blauer 8561P7 All trousers are to be police Regulation Navy Blue w/permanent crease, 2 side pockets, 2 hip pockets, 1 billy pocket, 1 watch drop pocket, 7 belt loops each at least 3/4" wide. Loops must accommodate a 1- 3/4" belt. Vertical striping on pants legs to be 1 1/4" wide blue & gold stripes extending from side waist band to end of trouser leg.

**Shirts:** All shirts are to be Elbeco shirts in Police Regulation Navy Blue. All must have metal "P" buttons on pockets (2) and epaulets (2). Button color to be specified upon ordering (gold or silver). All shirts to have departmental patches sewn on. Gold color rank to match Service hash marks. Sergeant will have rank insignias sewn on each sleeve below departmental patch. Chevron color to match service hash mark insignias. Metal "P" buttons are to be detachable.

**D. Long Sleeve:** Elbeco 314-3 to include a banded collar, 5 stitched military creases, lined scalloped buttoned flaps, pleated pockets with Velcro closures, full lined top center placket, badge holder, epaulets, 2 button cuff, 1 sleeve button. Service Hash mark insignias to be 1-1/2"x3/8" in size, with the number & color to be sewn on each shirt specified with each order.

**E. Short Sleeve:** Elbeco 314-3 - same as long sleeve except collars are to be convertible sport type

**F. Winter Sweater:** Blauer Style 210 - Commando Sweater 70% acrylic/ 30% wool with shoulder and elbow patches, name tab, badge tab, reinforced rib knit collar in V - neck design, epaulets and Dept patches sewn on upper sleeve.

**G. Winter Police Hat:** Midway 5 star with #09 1-3/4" visor. Navy Serge top with Navy Serge Band, Gold or Silver hat button and black plastic strap.

**H. Summer Police Hat:** Midway 5 Star with #09 1-3/4" visor, Navy nylon mesh with open cane band.

**I. Neck Tie:** Broome 44BO - 100% wool knit bend over fabric 2-1/4" wide in the color specified by department. Choice of clip or tie style to be specified on each order.

**J. Raincoat:** Full Length Blauer Model 9690 - Reversible Hi-Vis full length (for Sargent and Patrolman) with reflective scotchlite trim around chest, back, and cuffs. Reversible Black & Hi Vis yellow

**K. Raincoat:** Hip length Blauer Model 9691 - Same definition as above except hip length (for Lieut. and above)

**L. Rain Bonnet:** Bonnet - Blauer Model 107 reversible Hi Vis Yellow

ALTERNATE BID LIST					
	ITEM	MFG./MAKE	EST. QTY.	UNIT PRICE	EXTENDED PRICE
A	Rubber Boots –hi	17" Slush Boot	10		
B	Rubbers - low	Industrial - heavy duty	10		
C	Arctic Hat	Blauer GTX 9111 Trooper Hat - Black	10		
D	Tie Clip	See detail list	15		
E	Name Tag	Reeves N800	10		
F	Hat Band	Metal - Floral Design - Silver or	10		
G	Holster	Safariland Mod. # 070, Level III SS Security	5		
H	Duty Belt	Jaypee #400B with buckle	5		
I	Handcuff	Peerless (swivel) link chain	5		
J	Handcuff case	Jaypee #1701	5		
K	Ammo Pouch-Double	Safariland #77-382-2	10		
L	Whistle	Acme 60.5 - Black plastic	5		
M	Whistle Chain	Flex metal	5		
N	Badge - Chest	Blackinton B1099 - Rhodium	10		
O	Badge - Hat	Blackinton B622 - Rhodium	10		
P	Badge -Pocket	Blackinton #544 - Rhodium	5		
Q	Alternate Blouse	Fecheimer #34891	3		
R	Alternate Glove	Parade White	12		
S	Collar Pin	Blackinton - TPD	25		
T	Badge - Hat - Supervisor	Blackinton B619 - gold plate	5		
U	Badge - Chest - Supervisor	Blackinton B1099 - gold plate	5		
V	Badge- Pocket - Supervisor	Blackinton B544 - gold plate	5		
W	Traffic Vest	See specification details	10		
X	Radio Holder	Bianchi Accumold Universal Model #7314	4		
Y	Radio Swivel Attachment	Bianchi Accumold #19114 (only for above)	4		
Z	Gloves	Hatch Friskmaster@ Style FM2000 with Spectra Liner	6		
AA	Traffic Vest	Blauer #339	10		
AB	Traffic Glove	Finger Fashion #460-Y	30		
AC	Glove Pouch	Bianchi #7315 Accumold	20		
AD	Alternate Holster	Safariland #6281	5		
AE	Expandable Baton	Monadnock #9052	5		
AF	Baton Holder	Monadnock #3034	5		
AG	CLASS A Uniform	Class A Blouse, Shirt, Pants & Leather	3		
		<b>TOTAL</b>		\$	\$

Name of Company \_\_\_\_\_

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

## **Alternate Equipment Specification Details**

**Name Tags:** Reeves Model N800 Clutch back style, gold or silver with blue lettering & polished finish.

**Hat Band:** Metal - floral/lace design, gold or silver.

**Hand cuff:** Peerless link chain, double locking handcuff, stainless steel.

**Whistle & Chain:** Acme 60.5, black plastic whistle with chain clasp on end. Metal flex chain in either gold or silver with clasps for attachment to epaulet & whistle.

**Alternate Glove:** Standard parade white glove.

**Collar Pins:** City of Torrington Logo with clutch back clasp - identify manufacturer

**Alternate Holsters:** Safariland Model 6281 – Lined Black leather for Glock 22, 1-3/4” belt loop (Support Services).

**Expandable Baton:** Monadnock 9052, Holder # 3034.

**Badges:** Blackinton only: Gold badges are gold plated, all badges have blue block lettering with regular enamel finish and full color City Seal in center.

Supervisor & Detective badge set:

Hat - Model B619 Blue enamel panel with rank in gold lettering

Chest - Model B1099 Gold plate includes badge number

Pocket - Model B544 Gold plate

**Traffic Vest:** Best Mfg. – Model 339P, Hi-Vis Yellow

**Duty/Gun belt:** Jaypee Model 400B Black leather with 1 row of stitching and gold or silver belt buckle.

**Rubber Boots:** 17" knee high slush boot.

**Rubber Footwear:** Low rubbers industrial heavy duty (Lacrosse preferred)

**Handcuff case:** Jaypee Model 1701 (gold or silver snap).

**Arctic Hat:** Winter Hat: Arctic style, Blauer GTX 9111 black trooper cap.

**Holster:** Safariland Model 70, Level III SS, Black Leather for Glock 22

**Tie Clip:** a) Male gold - Torrington Police w/seal centered  
b) Male silver - Torrington Police w/seal centered  
c) Female gold - Torrington Police w/seal centered  
d) Female silver - Torrington Police w/seal centered

**Patrolman badge set:**

Blackinton only, with blue block lettering with regular enamel finish and full color City Seal in center

Hat - Model B622 Rhodium

Pocket - Model B544 Rhodium

Chest - Model B1099 Rhodium

**Traffic Vest:** Blauer #339 - Hi-Vis Yellow with word *POLICE* on front and back

**Traffic Glove:** Finger Fashion #460-Y Hi-Vis Waterproof, Thinsulate gloves

**Glove Pouch:** Bianchi # 7315 Accumold

## INSTRUCTIONS TO BIDDERS

Sealed bids will be received by the Purchasing Agent, Room 110, 140 Main St., Torrington, CT until the time and date specified on the cover sheet and opened thereafter in the Purchasing Department, Room 110. Bids received later than the time specified will not be accepted. 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](http://www.torringtonct.org).

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.

**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. On-line bid submission requires a bid bond be received at the Purchasing Office prior to the time of bid opening. 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, 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 by telephone to the Purchasing Agent at (860) 489-2225. All replies will be given verbally 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. 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.

**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 Offeror.

**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 his 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.

**RESPONSIBILITY:** 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 uncopied 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. The successful bidder agrees to indemnify and hold harmless the City of Torrington, its agents and employees from any and all liability arising out of the successful bidders' operations, functions and/or supplied items.

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 30 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, Bank Check, Savings Account in both the City & Vendor's name or Letter of Credit

**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 must have an AM Best rating of A-V11 or better and admitted to do business in the State of Connecticut. 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. 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.

**Workman's Compensation Insurance:** The Contractor shall take out and maintain during the life of the contract adequate Workman's compensation Insurance for all the employees employed on said work. 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.

**SUBCONTRACTORS:** 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) days 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, 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 request for proposal  
for \_\_\_\_\_;
2. I am fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances  
respecting such bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the 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 the work 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 Bid; 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.

Signed \_\_\_\_\_

Title \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Notary Public

My commission expires \_\_\_\_\_

**SAMPLE FORM**

**BID #** \_\_\_\_\_

**CONSENT OF SURETY COMPANY  
TO RELEASE FINAL PAYMENT**

- City
  - Architect
  - Contractor
  - Surety
  - Other
- 

PROJECT/BID NUMBER :

TO: City of Torrington  
 Attn: Purchasing Agent  
 140 Main Street  
 Torrington, CT 06790

CONTRACTOR: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

In accordance with the provisions of the Contract between the City of Torrington and the Contractor as indicated above, the (insert name & address of Surety Co. )

\_\_\_\_\_, SURETY  
 COMPANY on bond of (insert name & address of  
 Contractor) \_\_\_\_\_

\_\_\_\_\_, CONTRACTOR,  
 hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to the CITY OF TORRINGTON as set forth in the Surety Company's bond.

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

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

\_\_\_\_\_  
 Surety Company

\_\_\_\_\_  
 Authorized Representative's Signature

My commission expires \_\_\_\_\_

\_\_\_\_\_  
 Title