

CONTRACT FOR SERVICES

This CONTRACT FOR SERVICES ("Contract") is made as of this 1st day of November, 2023, by and between the TORRINGTON BOARD OF EDUCATION, hereinafter called the "Board," and Gibson Property Maintenance, LLC hereinafter called the "Contractor."

WITNESSETH

WHEREAS, the Board wishes to obtain the following services: snow, ice and slush removal, cleaning and sanding services, as described in more detail in the attached Request for Bid Snow Removal and Supplementary Instructions to Bidders (the "Services"); and

WHEREAS, the Board accepted a quote for the provision of the Services and awarded the Contract to Contractor on October 25, 2023; and

WHEREAS, the Contractor is ready, willing and able to provide the required Services sought by the Board and has accepted the award of the Contract.

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties hereto, the Board and the Contractor mutually agree as follow:

I. TERM

The term of this Contract shall be for a period of three (3) years beginning on November 1, 2023 and terminating on October 31, 2026 (the "Term").

II. SCOPE OF WORK

- A. The Contractor agrees that it will perform the Services described on Exhibit A, attached hereto and made a part hereof. The Request for Bid Snow Removal and Supplementary Instructions to Bidders is specifically incorporated into this Contract and made a part hereof and attached as Exhibit A. All of the terms and conditions in the Request for Bid Snow Removal and Supplementary Instructions to Bidders are hereby incorporated into and made a part of this Contract.
- B. The Contractor shall furnish Services including personnel, supervision, vehicles, equipment, materials (including without limitation sand and salt) and other services required to fully complete the Services.
- C. The Contractor shall provide a contact person who will handle the administration of the Services to the Board. The contact person shall be **Trey Gibson**. During the months of October to April, the Contractor's contact shall be on call 24 hours a day/7 days a week and be available to the Board while Services are being performed. The Contractor shall provide telephone numbers for such contact.
- D. The locations for snow removal are at seven (7) locations:

Torrington Middle School
Torrington School
Torrington High School
Forbes School
Administrative Building
Southwest School
Vogel Wetmore School (including the Municipal lot on Mason Street)

- E. The Contractor agrees that it shall meet with the Director of Facilities of the Board upon request during the winter season, which meetings shall include discussions on topics to include, but not be limited to, quality of work, Board concerns, any improvements to service and changes requested by the Board.
- F. The Contractor shall provide a one-hour response time, from the initial call from the Board to the full mobilization of all equipment on the Board's premises.

III. PAYMENT AND COMPENSATION

- A. The contract price payable for the Services under this Contract is \$99,850 for the first contract year, \$101,347.75 for the second contract year, and \$102,867.96 for the third contract year. The payments for each year of service will be paid in six (6) equal installments on the first day of November to April of each contract year, commencing on November 1, 2023. The Contractor shall submit invoices for each monthly installment at the start of the prior month.
- B. The parties agree that no other payments shall be made to the Contractor who shall furnish all of the equipment, personnel, labor, materials (including without limitation sand and salt), vehicles, permits and licenses and other facilities necessary to provide the Services required, including the staff and other services necessary for the proper performance of the Contractor's duties.
- C. The Board may withhold payments for Services when the Board determines, in its reasonable discretion, that the required Services were not provided. The Board and the Contractor shall cooperate to resolve such dispute.

IV. EQUIPMENT

- A. Equipment will be furnished in such type and number as is necessary for the completion of Services during days that such Services are required.
- B. All equipment shall be, and Contractor must maintain the equipment to be, in compliance with all laws, rules, regulations and policies of state and local governments pertaining to such equipment. It shall be the responsibility of the Contractor to ensure that all personnel employed are familiar with all of the aforesaid laws, rules, regulations and policies.

V. PERSONNEL

The Contractor agrees to the following conditions regarding all personnel performing Services under this Contract ("Personnel"):

- A. All Personnel shall be in compliance with all local, state and federal laws, rules and regulations, and if required by such to be licensed to operate the equipment, shall be properly licensed and qualified by the State of Connecticut. The Contractor shall furnish a list of Personnel and their Connecticut Driver's License numbers to the Board prior to the start of the Services each year. In the event that the Board approves any subcontractors, the Contractor shall also furnish to the Board a list of all subcontractor employees and their Connecticut Driver's License numbers.
- B. The Contractor shall, at the request of the Board, perform criminal record checks on Personnel, and the results of all such criminal records checks shall be reported to the Board.

VI. INDEMNIFICATION

The Contractor acknowledges that the Services described in this Contract involves certain risks and that injuries, death, property damage or other harm could occur to the Contractor, its employees, its subcontractors or others. The Contractor accepts and voluntarily incurs all risks of any injuries, damages, or harm which arise during or result from the performance of Services described in this Contract.

The Contractor waives, releases and forever discharges all claims against any of the Board, the City of Torrington or their respective officers, employees or agents for any injuries, damages, losses or claims, whether known and unknown, which arise during or result from the performance of Services described in this Contract, regardless of whether or not caused in whole or part by the negligence or other fault of any of the Board, the City of Torrington or their respective officers, employees or agents.

The Contractor shall indemnify, defend and hold the Board, the City of Torrington and their respective officers, employees and agents harmless from any and all loss, liability, damage, penalty, expense or fee, including attorneys' fees, or other costs or obligations which result from, or arise out of any claim, lawsuit, demand, settlement or judgment brought against the Board, the City of Torrington or their respective officers, employees or agents in connection with the performance of Contractor, any employee, agent or personnel or breach of the obligations of Contractor, any employee, agent or personnel under this Contract.

VII. LAWS

The Contractor shall comply with the laws, rules, regulations and policies of federal, state, and local governments. It shall be the responsibility of the Contractor to ensure that

all personnel employed are familiar with all of the aforesaid laws, rules, regulations and policies.

VIII. INSURANCE AND PERFORMANCE BOND

- A. The Contractor shall provide the insurance and performance bond as required by Exhibit A.
- B. The failure of the Contractor to maintain the required insurance or performance bond or to furnish or deliver the insurance certificates or the performance bond shall give the Board the right, at its election, to terminate the Contract in accordance with Article IX hereof.

IX. DEFAULT AND TERMINATION OF CONTRACT

- A. The Board may terminate the Contract at any time by thirty (30) days' written notice to the Contractor.
- B. If, at any time during the term of the Contract, the Contractor, in the sole discretion of the Board; (a) has failed to provide the level of services required under the Contract; (b) has failed to fulfill services required in accordance with agreed schedules; (c) has become insolvent; (d) makes an assignment for the benefit of creditors; (e) files a voluntary petition in bankruptcy; (f) is subject to an involuntary petition in bankruptcy not discharged within thirty (30) days; (g) abandons the work; (h) subcontracts, assigns, transfers, conveys or otherwise disposes of its obligations under the Contract other than as provided herein; (i) fails to provide the insurance or performance bond required under this Contract; or (j) fails to comply with any other term or condition contained in the Contract, the Board shall notify the Contractor of such issue and the Contractor shall have fourteen (14) calendar days to correct such issue. If such issue is not resolved to the satisfaction of the Board, the Contract shall be immediately terminated.
- C. In the event that the Contractor fails to perform required Services, or does not clear the required areas in the required timelines, the Board shall have the right to perform such Services with its own personnel or obtain such Services from other vendors and deduct an amount equal to the cost to the Board from the next payment to the Contractor.
- D. The above remedies are in addition to any other remedies the Board may have.
- E. In the event of Contract termination by the Board, the Board's payment obligation shall cease as of the final date on which Services in accordance with this Contract are last performed by the Contractor.

X. INDEPENDENT CONTRACTOR

The Contractor shall not be held or deemed in any way to be the agent or employee of the Board. It is the intention of the parties that the Contractor shall be and is to be considered an independent contractor.

XI. NO ASSIGNMENT

No part of this Contract shall be assigned or subcontracted without the prior written approval of the Board.

XII. MISCELLANEOUS

- A. If any provision of this Contract is subsequently found to be illegal or invalid, all unlawful provisions shall be deemed stricken from this Contract and shall be of no effect and the remaining provisions shall not be affected thereby and shall remain in full force and effect.
- B. This Contract and all Exhibits attached hereto constitute the full and complete agreement of the parties hereto and shall be binding upon their respective permitted successors and assigns,
- C. This Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Connecticut without regard to its conflicts of laws principles.
- D. Notices, requests, demands and documents required or desired to be given hereunder shall be in writing and delivered (i) personally (ii) by a nationally recognized overnight delivery service or (iii) by deposit into the United States mail, postage prepaid, certified or registered mail, addressed to the party at the following addresses or at such other address as notice thereof may have been given pursuant hereto:

To Board:

Torrington Board of Education
355 Migeon Avenue
Torrington, Connecticut 06790
Attention: Dean Pergola

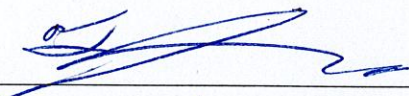
To Contractor:

Attention: Trey Gibson
48 Nichols Road
Wolcott, CT 06716

- E. No failure by the Board to insist upon the strict performance of any agreement, term, covenant or condition hereof, or to exercise any right or remedy consequent upon a default thereof, shall constitute a waiver of such default and shall not be deemed to be a waiver of a subsequent default of such term, covenant or condition.

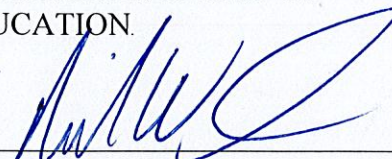
IN WITNESS WHEREOF, the parties hereto have set their hands by their duly authorized representatives at TORRINGTON, CONNECTICUT, ____ day of November, the 2023.

Gibson's Property Maintenance, LLC

By: 

11/2/2023

TORRINGTON BOARD OF EDUCATION.

By: 

11/2/2023

EXHIBIT A TO THE CONTRACT

[ATTACH]

EXHIBIT A TO THE CONTRACT
REQUEST FOR BID SNOW REMOVAL

SNOW REMOVAL (7 SITES)

SPECIFICATIONS

The Torrington Board of Education's seven sites to provide the following list of snow removal services beginning November 1, 2023 and ending on October 31, 2026.

Work to include:

Remove snow from all driveways, access roads and parking lots at seven (7) different school locations:

- Torrington Middle School
- Torrington School
- Torrington High School
- Forbes School
- Administrative Building
- Southwest School
- Vogel Wetmore School (including the Municipal lot on Mason Street)

The aforementioned areas will also be salted for car and pedestrian traffic. All snow placement will be mutually agreed upon by the contractor and the Director of Facilities.

Snow relocation will also be performed if necessary at the expense of the bid proposer and be placed in a location that is agreed to by the Director of Facilities. When temperature is below freezing (especially in the AM) contractor is responsible for addressing any frozen run-off that may occur. The Contractor must take into account the normal hours of operation at each site as well as the delayed opening and early dismissal times. When schools open as scheduled, or a delayed opening takes place, all roads and lots must be clear before opening in the morning. The determination of opening, delaying or early dismissal is the Sole responsibility of the Superintendent of Schools or His designee.

In addition to the aforementioned specifications, access to all locations for emergency personnel/vehicles must be maintained throughout the snow/ice event.

Torrington Board of Education

**REQUEST FOR BID
SNOW REMOVAL**

I. REQUEST FOR BID

The Torrington Board of Education invites the submission of signed and sealed bids supplying firm prices to provide SNOW REMOVAL SERVICES for (7) Torrington Board of Education sites. All bid submissions are to be forwarded to:

Director of Finance
Torrington Board of Education
355 Migeon Avenue
Torrington, CT 06790

In the event that the winner of the Snow Removal bid is not capable of meeting the obligations as defined in this request for bid, it is the Superintendent or Her/His designee right to cancel the contract.

Three copies of the submitted bid must be received no later than 11 a.m. local time. 9/15 at which time all bids received shall be publicly opened and read aloud. Any and all bid submissions received after the time specified, at the place and on the date above stated will be returned unopened. Faxed bids will not be accepted. Contact Director of Finance, at 860-489-2327, Ext. 1611 with any questions regarding this request.

II. BID SUBMISSION REQUIREMENTS

Bid Bond or Certified Check required with bid: 5% of price to the Torrington Board of Education. All bids must be submitted on the official forms provided by the Torrington Board of Education. All Bids must include a detailed snow removal equipment list with proof of ownership, to include title of registration with the State of Connecticut. If the bidder intends to use subcontractors, then the same proof of ownership is placed on the

SPECIFICATIONS

The Torrington Board of Education is seeking proposals to provide the following list of snow removal services beginning November 1, 2023 and ending on April 15, 2024. Work to include:

The Torrington Board of Education invites the submission of signed and sealed proposals with firm prices to remove snow from all driveways, access roads and parking lots at seven (7) different school locations. The aforementioned areas will also be salted for car pedestrian traffic. Snow relocation will also be performed if necessary at the expense of the bid proposer. When temperature is below freezing (especially in the AM) contractor is responsible for addressing any frozen run-off that may occur. The Contractor must take into account the normal hours of operation at each site as well as the delayed opening and early dismissal times. Including any after hour or weekend events that may need attention. When schools open as scheduled, or a delayed opening takes place, all roads and lots must be clear before opening in the morning. The determination of opening, delaying or early dismissal is the Sole responsibility of the Superintendent of Schools or Her/His designee. The bids will include annual pricing for a season beginning Nov. 1st- April 15th of the following year. The contract shall be structured for "Three annual seasons as previously described. Billing will be done on a monthly basis of six equal payments.

Total Cost, Year 1 = \$ 99,850.00

Year 2 = \$ 101,347.75

Year 3 = \$ 102,867.96

1.5% yearly increase

The Superintendent with Board approval has the right to extend the contract term for two years beyond year 3 with the condition of a no increase in cost over the original contracted annual price.

The Superintendent or Her/his designee can void this contract due to poor performance at any time. The contractor will be made aware of such performance issues and have 14 calendar days to correct problems.

If problem is not resolved to the satisfaction of the Superintendent or designee the contract will be terminated immediately.

To: Torrington Board of Education
Attn:
Director of Finance
355 Migeon Avenue
Torrington, CT 06790

Date: 9/14/23

Pursuant to and in compliance with your "Request for Bid" relating thereto, the undersigned,

(Name of Firm) Gibson Property Maintenance

Bid A -----Dollars (\$ 99,850.00)
Snow Removal for (7) Torrington Board of Education sites for the 2023-2024 School Year

The undersigned certifies that this is a true and responsive statement in accordance with the instructions.

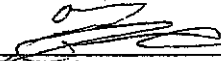
Acknowledge the receipt of the following addenda: N/A

Bid Security: Type and Amount Certified check \$4,992.50

REFERENCES: Please attach a list of three (3) references which may be contacted in order to certify the experience of the undersigned in projects of this type and size. Include the name and address of the school or organization, and the name and phone number of a contact person.

SUPPLEMENTARY GENERAL CONDITIONS: the supplementary general conditions shall be incorporated into this Proposal and into the contract to be executed by and between the undersigned and the City.

Name of Bidder: Gibson Property Maintenance

Title of signer: owner troy gibson 

Business Address: 48 Nichols Rd Wolcott ct, 06716

City and State: _____

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

SNOW REMOVAL for (7) Torrington Board of Education sites

Sealed bids will be received by the Director of Facilities, Torrington Public Schools, 355 Migeon Avenue, Torrington, CT until the time and date specified on the cover sheet and opened thereafter in the first-floor Conference Room. 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 60 days unless otherwise noted elsewhere in the bid specifications. Faxed bids will not be accepted.

BID BONDS: shall be in the amount of 5% of the total bid made out in favor of the Torrington Board of Education and issued by a Surety company acceptable to the Board of Education 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 Board of Education 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 Board of Education. The deposit check or Bid Bond of the successful bidder will be held in escrow until such time as the Board 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 the reason for such failure shall be retained and paid into the city treasury.

REPLIES: must have the bid name clearly identified on the outside of the envelope. -Bidders not marking the envelopes with the Bid name and date/time of opening on the envelope will have

no recourse against the Board of Education 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 directed by telephone to the Director of Finance at 860-489-2327, All replies will be given verbally and a copy of any such inquiry and advice (if deemed vital to the bid) will be made available to each prospective bidder. Bidders should check the web site, www.torrington.org, for

addendums/updates 48 hours prior to the bid opening. Addenda will be issued no later than 2 days prior to the date for receipt of bid.

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.

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 Board of Education shall not be responsible for any errors or omissions of the bidder.

UNBALANCED BIDS AND/OR EXCESSIVE LINE ITEM PRICES: The Board reserves the right to reject any bids in which unit prices, in the sole opinion of the Board, are unbalanced. In addition, where the Board 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 Board is excessively priced, and reserves the right to obtain that item from another source.

CONTRACT: A response to an Request for Bid is an offer to contract with the Board of Education based upon the terms, conditions, and specifications contained in the Board's RFB. Bids do not become contracts unless and until they are executed by the Board, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the RFB, unless any of the terms and conditions are modified by an RFB 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 Board of Education 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 Board of Education 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 Director of Facilities in a manner that is in the best interest of, and best advantage to, the Board of Education, 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 Business Services Administrator 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 Business Services Administrator 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 Board of Education, 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. 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 Board of Education (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.

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 Board of Education 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 substitutes and/or alternates that might be offered are guaranteed by the bidder to be of equal or better quality than is reference 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 Board of Education or its designated representative based on actual need at the time the purchase orders are placed.

QUALITY: The Board of Education 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 Board of Education or its representative. Samples not returned to the bidder will be disposed of at the discretion of the Board of Education 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 not picked up within 30 days will be disposed of by the Board of Education or its designated agent.

AWARD: It is the intent to award this bid in its entirety to one bidder, however, the Board 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 Board 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 Board of Education 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.

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 Torrington Board of Education and executed by a surety company authorized to do business in the State of Connecticut. The Board of Education 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 Board of Education. 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 Torrington Board of Education 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 Connecticut General Statutes, on Public Works project where the estimate is in excess of \$25,000.00, a 100% labor (payment) and material bond must be furnished to the Board. Said bonds must be filed with the Purchasing Agent prior to the commencement of work.

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 Board of Education, Business Services Administrator within 10 days after the award of the bid. The Certificate of Insurance must name the Torrington Board of Education, 355 Migeon Avenue, Torrington, CT, and the City of Torrington, its subsidiaries, employees, volunteers, directors & officers as the additional insured and filed with the Director of Business Services prior to commencement of work. Renewal Certificates of Insurance must be mailed to the Director of Business Services 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 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 on account of one accident and property damage insurance in an amount of not less than \$1,000,000.

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

Additional Security: The Board of Education reserves the right to require successful bidders to enter into and such security arrangements as are deemed necessary to protect the Board of Education, 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.

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 Board of Education, 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 Board of Education 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 Board of Education 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 Board of Education 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 Board buildings. Before proceeding on any contractual work on Board 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 Board of Education 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 Board of Education. 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 Board and the successful bidder shall provide that the Board may terminate the contract upon thirty (30) days notice to the bidder.

The Torrington Board of Education 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 "Supplemental Instructions To Bidders" are made a part this bid.

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