



**REQUEST FOR BID**  
**MOWING & GROUNDS CARE**  
**(8 SITES)**

**SPECIFICATIONS**

The Torrington Board of Education is seeking proposals to provide the following list of mowing and grounds care services for all eight (8) Torrington Public School locations.

- Spring Clean Up (raking, light trash, branches, weeds)
- Weekly mowing and trimming of all lawn areas
- Light trash pickup in work areas
- Fence line maintenance and weeding
- Bed maintenance & weeding
- Shrub and tree pruning (annually)
- Bark mulching (once a year, owner to provide mulch)
- Fall Clean Up (Including small brush removal, leaves, light trash)
- Torrington high School sport field painting (paint to be supplied by owner) to include initial field grid layout and season maintenance for Soccer, Football, Baseball and Softball games and practice.
- Torrington Middle School sport field painting (paint to be supplied by owner) to include Baseball, Soccer and Softball.

**The locations for Mowing & Grounds Care are:**

Torrington Middle School  
East School  
Torringtonford School  
Torrington High School  
Forbes School  
Administrative Building  
Southwest School  
Vogel Wetmore School

The contract shall be in place for three (3) years beginning April 1, 2020 and ending on November 30, 2022, with the option for a two year extension. Billing and payment schedule will be as follows:

July 1 (for months of April, May and June)  
August 1 (for July)  
September 1 (for August)  
October 1 (for September)  
November 30 (for October & November)

**Total Cost Per Year:**

Year 1 (April 2020 – November 2020)      \$ \_\_\_\_\_

Year 2 (April 2021– November 2021)      \$ \_\_\_\_\_

Year 3 (April 2022 – November 2022)      \$ \_\_\_\_\_

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 will be terminated immediately.

The Torrington Board of Education invites the submission of signed and sealed bids supplying firm prices to provide seasonal lawn car, grounds maintenance and athletic field lining to:

David Bascetta  
 Director of Facilities  
 Torrington Board of Education  
 355 Migeon Avenue  
 Torrington, CT 06790

A mandatory pre-bid meeting will be held on Wednesday, August 14, 2019 at 10 a.m. at the Board of Education Administration Building at 355 Migeon Avenue, Torrington. CT.

Three copies of the submitted bid must be received no later than 11 a.m. local time, Wednesday, August 21<sup>st</sup>, 2019 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 David Bascetta, Director of Facilities, at 860-489-2327, Ext. 1621 with any questions regarding this request.

**I. 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. The Board reserves the right to award by groups of items, to reject any and all bids in whole or in part or to re-bid at a later date, to waive technical defects, irregularities, and omissions if, in its judgment, the best interest of the Board will be served. All bids must be signed by an authorized official of the company submitting the bid. All bids must be tendered in a sealed envelope, the outside of which must bear the bidder’s full name and legal address, and be plainly marked, **“Torrington Board of Education Request for Bid, MOWING AND GROUNDS CARE ‘EIGHT SITES’**

Bid submissions tendered that do not conform to the foregoing requirements may be subject to summary rejection, and at the option of the Board, may be accorded no consideration.

After the opening of the Bids, no Bid can be withdrawn for a period of sixty (60) days.

## **II. RIGHT OF BID AWARD, REJECTION, OR AWARD TO OTHER THAN LOW BIDDER**

The Board reserves the full, unquestioned right to award this Bid, or any part thereof, to the bidder or bidders who, in the best judgment of the Board best meets the interests of the Board. It further reserves the right to waive any and all Bid conditions, to reject any and all Bids received, and to award this Bid or any part thereof, to other than the low Bidder, should it appear to serve the best interests of the Board.

The Board reserves the right to investigate the financial status and credit rating of any prospective Bidder and to disqualify any Bidder from participation in this Bid based on the results of this investigation.

## **III. MANNER OF BID SUBMISSIONS, PRODUCT REQUIREMENTS**

Bid submissions shall be given separately for each item set forth on the bid listing. Samples must be provided for all items, when requested, at no cost to the Board. Samples shall be plainly marked with the identification number given on the bid listing and also bear the name of the bidder. Samples and products shall be in strict accordance with the bid specifications.

All bid submissions must be given on the "Official Bid Form".

## **IV. DELIVERY REQUIREMENTS**

N/A

## **V. BILLING AND PAYMENT**

N/A

## **VI. TAX-EXEMPT STATUS**

The Torrington Board of Education is exempt from the payment of Federal, State, or Local taxes, and enjoys such status under Section 12-412 of the General Statutes of the State of Connecticut. Proposal submissions shall not include any tax applications, nor should any subsequent billings for items furnished include any tax application.

## **VII. FAMILIARITY WITH SPECIFICATIONS, LAWS AND SPECIAL CONDITIONS**

Each bidder shall be required to become familiar with, and must comply with the terms and conditions of these bid specifications. In addition, the bidder must be familiar with all Federal, State, and Local laws, ordinances, or regulations that may, in any manner, relate to his performance if he receives a bid award. Submission of a bid shall be construed to mean that such examination has been made. No claims or billings for compensation over and above the contract sum shall be honored, if due to an oversight on the part of the bidder. The Board of Education is An Affirmative Action/Equal Opportunity Employer. Successful bidder must be an equal opportunity/affirmative action employer.

**BINDING ON ALL BIDDERS. NO CHANGE OR DEVIATION FROM ANY OF THE CONDITIONS AND REQUIREMENTS AS SET FORTH HEREIN MAY BE MADE UNLESS PERMISSION TO DO SO IS GIVEN SPECIFICALLY IN WRITING**

Bid Security: Type and Amount \_\_\_\_\_

**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)

By: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Business Address)



**TORRINGTON BOARD OF EDUCATION  
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 MOWING & GROUNDS CARE for (8) Torrington Board of Education sites.
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 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 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 its 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 \_\_\_\_\_



## **SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

### **MOWING & GROUNDS CARE for (8) 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 second-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 reason of 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 David Bascetta, Director of Facilities at 860-489-2327, Ext. 1621. 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](http://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 a 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 (PL9**

**4-469):** 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.