



## **Torrington Public Schools**

DEAN PERGOLA  
DIRECTOR OF FACILITIES

MICHAEL J. WILSON  
SUPERINTENDENT

### **TORRINGTON BOARD OF EDUCATION**

#### **REQUEST FOR QUOTE**

### **Exit Sign and Emergency Light Upgrade to Torrington Middle School and Vogel-Wetmore School**

#### **I. 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 meet the interests of the Board. It further reserves the right to waive all bid conditions, to reject any and all bids received, and to award this bid or any part thereof to anyone other than the low bidder, should it appear to serve the best interests of the board. Furthermore, the Board reserves the right to enact the City of Torrington's Charter, Chapter 6, Articles 1.6-1, 1.6-2, and 1.6-3 which state as follows:

#### **Chapter 6 - BIDS AND CONTRACTS**

#### **ARTICLE I. - CITY-BASED BIDDER PREFERENCE**

#### **§ 6-1. - Definitions.**

For the purposes of this article, the following words shall have the following meanings:

**BID:** bids based upon expenditures of \$10,000.00 or more, as well as quotes for expenditures of less than \$10,000.00.

**CITY-BASED BIDDER:** A business with a legal principal place of business located within the City of Torrington. A business shall not be considered a city-based business unless evidence satisfactory to the purchasing agent has been submitted with the bid to establish that said business has a bona fide principal place of business within the City of Torrington. Such evidence may include evidence of ownership of or a long-term lease of real estate within the city from which the principal place of business is legally operated.

#### **§ 6-2. - Offer of an option to match the lowest bid**

The purchasing agent shall be authorized to offer to City-based bidders that exceed the lowest bid by up to six percent the opportunity to match the lowest bid. A city-based bidder within the six-percent differential who agrees to accept the amount of the lowest bid will be awarded the bid unless more than one city-based bidder submits a bid not more than six percent higher than the low bid. When multiple city-based bidders agree to accept the award of the bid at the amount of the low bid, then the city-based bidders will be invited to submit a new bid, not to exceed the low bid. The bid will be awarded to the lowest responsive, responsible bidder.

**§ 6-3. - Contents of bid documents.**

Bid documents that apply the city-based bidder preference must state that the six percent city-based bidder preference will be applied.

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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.

**II. 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 bear the name of the bidder. Samples and products shall be in strict accordance with the bid specifications.

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

**III. DELIVERY REQUIREMENTS**

N/A

**IV. BILLING AND PAYMENT**

N/A

**V. 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 applications.

**VI. FAMILIARITY WITH SPECIFICATIONS, LAWS AND SPECIAL CONDITIONS**

Each bidder shall be required to become familiar with and 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 an examination has been made. No claims or billings for compensation over and above the contract sum shall be honored if it is due to an oversight on the part of the bidder. The Board of Education is an affirmative Action/Equal opportunity employer. A successful bidder must be an equal opportunity/affirmative action employer.

**ALL OF THE CONDITIONS AND REQUIREMENTS OF THIS BID SHALL BE 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.**

Sealed bids will be received by the Director of Facilities, Torrington Public Schools, at 355 Migeon Avenue, Torrington, CT, until the time and date specified on the cover sheet and opened thereafter in the Conference Room. Bids received later than the time specified will not be accepted. Amendments to or withdrawals of any section of the submitted bid received later than the time and 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.

**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 records.

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 as designated by the purchasing agent. All bid prices are to be submitted on the sheets provided for 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 email to Dean Pergola, Director of Facilities, at [dpergola@torrington.org](mailto:dpergola@torrington.org) All replies will be via email, and a copy of any such inquiry and advice (if deemed vital to the bid) will be made available to each prospective bidder via email. Bidders should check the web site, [www.torrington.org](http://www.torrington.org), for addendums/updates 48 hours prior to the bid opening. An addenda will be issued no later than 2 days prior to the date of receipt of the bid.

In the event of the 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 the 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 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 that place conditions or qualifications on the proposal submittal

for purposes of making an award, or which alters any proposal terms, conditions, specifications, or forms that have not been previously approved by a written addendum from the Purchasing Agent, or which does not meet legal requirements, shall be declared 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 the 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 not 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 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 the 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. The 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 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 bidder's 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 the 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 the same. The premises must be left in a broom-clean and finished condition acceptable to the owner or its agents. A successful bidder will furnish adequate protection from damage for all work and repair damage of any kind, for which he or his workers are responsible, to the premises or equipment for his own work or for the work of other contractors.

It is the responsibility of the contractor for the work described to become thoroughly familiar with the equipment and the proper maintenance requirements and specifications of the equipment. The submission of a proposal shall be construed as evidence that the contractor has examined the actual job conditions, requirements, and specifications. Any claim for labor, equipment, materials required, or difficulties encountered that could have been foreseen had such an examination been carefully made will not be recognized.

**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 contracts. 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, illustration, or other descriptive matter that will clearly indicate and give a 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 those referenced in the bid. The item(s) must be equivalent in function, basic design, type and quality of material, method of construction, and any required dimensions. It shall be further understood that during the original as well as subsequent shipments, spot checks will be performed to ensure 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 the correct items (per bid specifications) at the bidder's

expense. In the event this return action is required, it is understood that 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, do not meet the quality standards desired. Such a 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 the 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 of 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 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.

#### **INSURANCE:**

**Certificate of Insurance:** All insurers must have an AM Best rating of A-VI I or better and admit doing 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 insurance, 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, and officers as the additional insured and be filed with the Director of Business Services prior to the 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 engaged in hazardous work under the contract at the site of the work is not protected under the Workmen'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 underinsured and uninsured motorists, 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 such security arrangements as are deemed necessary to protect the Board of Education, its property, and its 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 the 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 1971 as amended:** The 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 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):** The 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 is 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 not 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 the 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 with any contractual work on board buildings or their interiors, it is mandatory that bidders familiarize themselves with the asbestos-containing material, that said material be considered a health hazard, and that all precautionary measures according to the Ahern Rules and 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 statements 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 and regulations of the Department of Labor with regard to equal employment opportunities as they pertain to municipalities.

**TERMINATION OF CONTRACT:** Any contract entered 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 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 of this bid.

## **SPECIFICATIONS**

Construction activities shall include, but not be limited to:

- a) All labor associated with the lighting upgrades in compliance with current building codes and ADA requirements.
- b) All new and replacement materials for installation of new/upgraded lighting efforts.
- c) Contractor shall supply all required miscellaneous and incidental equipment, including wire, nuts, bolts, connectors, power transformers (if required).
- d) Price lighting units to find the most cost effective energy efficient light source that provides required lighting per current building codes and ADA requirements
- e) All removal and disposal of old lights, debris, and all associated garbage generated from the work.
- f) Any blocking, cutting, patching, replacement of structure that may incur as a result from the scope of work in this project.
- g) Completion of the project will be in accordance with the district regulating working times and location to not impact day to day activities of the school. After school hours may be required. All working hours must be coordinated and approved by the Director of Facilities.
- h) Testing and certification of all installed units.
- i) Coordination with other contractors or trades as necessary.
- j) All permits or other compliance material.

## **TECHNICAL**

Provide detailed technical specifications for the exit signs and emergency lights to be installed, including:

- a) Type (e.g., LED exit signs, battery-operated emergency lights).
- b) Size and dimensions.
- c) Power source (e.g., electrical wiring, battery backup).
- d) Compliance with relevant codes and standards.