



**CITY OF TORRINGTON**

**PURCHASING DEPARTMENT**  
140 Main Street, Room 206  
Torrington, CT 06790

**Pennie Zucco, Purchasing Agent**  
Phone: (860)-489-2225  
Fax (860)-489-2547  
Email: pennie\_zucco@torringtonct.org

July 1, 2020

Mayor Elinor Carbone  
Members of the City Council

**RE: BID #PSV-028-062520RB PAINTING OF POLICE S.E.R.T. VEHICLE**


Two (2) bid responses were received for the Painting of the Police S.E.R.T. Vehicle for the Police Department.

A&E Auto Service, Inc., Wolcott, CT	\$14,396.74
DATTCO, Inc., New Britain, CT	<b>\$12,500.00</b>

After reviewing the submitted proposals, it is the recommendation of Fleet Manager, Emil Castro, P/C William Baldwin and Purchasing Agent, Pennie Zucco that City Council authorize the Mayor to award the painting of the Police S.E.R.T. vehicle to DATTCO, Inc., New Britain, CT for \$12,500.00 and to have the Mayor act on the behalf of the City regarding the execution of the contract and its administration.

Funding for this project will be from the Equipment Maintenance chargeback account.

Thank you for your consideration in this matter.

  
Pennie Zucco  
Purchasing Agent

cc: E. Castro; W. Baldwin



City of Torrington

Bid Name Painting of Police S.E.R.T. Vehicle Bid Number P5V-028-062520RB  
Date of Opening 11:00 AM Time of Opening June 25, 2020

VENDOR	BID BOND	NON-COLLUSION	BID AMOUNT	ADDENDUM
A+E Auto Service 84 Wolcott Rd. Wolcott, CT 06716	<i>ck</i> \$719.84	✓	\$14396.74	
DARTD INC. MIDDLETOWN BODY SHOP 585 South St New Britain, CT 06051	✓	✓	\$12500.00	

## Pennie Zucco

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**To:** EMIL CASTRO  
**Cc:** William Baldwin; Ray Drew  
**Subject:** RE: INFORMATION

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**From:** EMIL CASTRO <emil\_castro@torringtonct.org>  
**Sent:** Wednesday, July 1, 2020 11:01 AM  
**To:** Pennie Zucco <Pennie\_Zucco@torringtonct.org>  
**Cc:** William Baldwin <wbaldwin@torringtonpd.org>; Ray Drew <Ray\_Drew@torringtonct.org>  
**Subject:** FW: INFORMATION

Pennie,

It's the recommendation of Police Chief Baldwin and Emil Castro Fleet Manager to award Bid # PSV-028-062520RB painting of the S.E.R.T. vehicle to Dattco Inc. for \$12,500.



**CITY OF TORRINGTON**  
**INVITATION TO BID**

**BID# PSV-028-062520RB PAINTING OF POLICE S.E.R.T. VEHICLE**

**Bid Submittal: June 25, 2020 Time: 11:00 AM Location: City Hall, 140 Main St., Room 206, Torrington**

Bid Bond or Certified Check required with bid: 5%

Performance Bond required if awarded bid: "See Instruction to bidders"

**SUBMIT ONE (1) ORIGINAL AND ONE (1) COPY**

The City of Torrington reserves the right to accept or reject any or all bids or any portion thereof, to waive technicalities, and to award the contract as will best serve the public interest.

Omit State and Federal Taxes.

All prices must be F.O.B.: Destination (Torrington) unless otherwise requested.

Dated in Torrington: June 15, 2020 Purchasing Agent Pennie Zucco

Item	Price
PAINTING OF POLICE S.E.R.T. VEHICLE PER SPECIFICATIONS	****SEE ATTACHED PRICE SHEET****

The Purchasing Agent is authorized to offer City based bidders that exceed the lowest bid by up to 6%, the opportunity to match the lowest bid. A City based bidder within the 6% differential who agrees to accept the amount of the lowest bid will be awarded the bid. When multiple City based bidders agree to accept the amount of the low bid then the City based bidders will be invited to submit a new bid, not to exceed the low bid. The bid will then be awarded to the lowest responsive, responsible bidder.

Bidder: DATCO, Inc

Address: 583 South STREET, New BRITAIN, CT 06051

(Signed By) Matthew McEllan Title: Body Shop Manager

Name (please print) Matthew McEllan Date: June 24, 2020

Phone: 860-229-4878 Fax: 860-635-1539 E-Mail: Matm@Datco.com

Federal Tax Identification Number: (FEIN) 06-0813381

Comments: Repairs will be completed at Datco, Inc. Body Shop located at  
131 Tuttle Rd, Middletown, CT. 06457



## **INSTRUCTION TO BIDDERS**

Sealed bids will be received by the Purchasing Agent, Room 206, 140 Main St., Torrington, CT until the time and date specified on the cover sheet and opened thereafter in the Purchasing Department, Room 206. Bids received later than the date and time specified will not be accepted. In the event of the closure of City Hall, proposals will be opened on the following business day that City Hall is opened. Amendments to or withdrawal of any section of the submitted bid received later than the time & date set for the bid opening will not be considered. Bid proposals must remain in effect for a minimum of 30 days unless otherwise noted elsewhere in the bid specifications.

**BID DOCUMENTS:** are available upon receipt of this invitation (if not attached) over the Internet at the City's web site: [www.torringtonct.org](http://www.torringtonct.org) UNDER "Open Bids". Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe at <http://www.adobe.com>. Businesses without internet access may contact the Purchasing Department at 860-489-2224 for a copy of the bid documents.

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

**BID BONDS:** shall be in the amount of 5% of the total bid made out in favor of the City of Torrington and issued by a Surety company acceptable to the City of Torrington must accompany each bid. A certified check, cashier's check, Treasurer's check, or money order in the same amount may be submitted in lieu of the bid bond. Bids submitted without Certified Check or Bid Bond will not be accepted. The City of Torrington will not be held liable for the accrual of interest on any check held by the city in conjunction with this bid. All checks or bid bonds will be refunded to the unsuccessful bidders after award of the bid by the City Council. The deposit check or Bid Bond of the successful bidder will be held in escrow until such time as the city determines that the bidder has or will meet their obligations as stated by the bid. If the bidder fails or refuses within a reasonable time after due notice that the contract has been awarded to him, to execute the same, an amount representing a loss to the city by reason of such failure shall be retained and paid into the city treasury.

**REPLIES:** whether bid or no bid, submittal must have the bid number clearly identified on the outside of the envelope. Bidders not marking the envelopes with the Bid number and date/time of opening on the envelope will have no recourse against the City of Torrington or its employees. Such bidders run the risk of the bid being opened prior to the scheduled Bid Opening time. Once opened such bids are public record. Any alleged oral agreement made by a bidder or contractor with any agency or employee of the City of Torrington will be disregarded.

**FREIGHT:** Prices quoted shall be net delivery F.O.B. Torrington, CT. All bid prices must include prepaid delivery, assembly, and/or installation (ready for operation and/or use) of all equipment and/ or materials to the individual locations(s) as designated by the Purchasing Agent. All bid prices are to be submitted on the sheets provided on this bid. Quantities and pricing are to be listed in accordance with these sheets.

**QUESTIONS:** Request for interpretation of any portion of the bid may be made to the Purchasing Agent: Voice 860/489-2225, Fax 860/489-2547 and email: [pennie\\_zucco@torringtonct.org](mailto:pennie_zucco@torringtonct.org). All bidders questions pertaining to the contract specifications and plans under this contract shall be placed in writing and addressed to: City Purchasing Agent, 140 Main Street, Room 206, Torrington, CT 06790; Any Fax or email shall be followed up with a telephone call to verify receipt. Bidders should check the web site for addendums/updates 48 hours prior to the bid opening.

In the event of receipt of identical bids as to offerings, delivery, service, content, price, etc., the bid will be awarded in accordance with the information contained in the bid document, based on first received as to date and time of receipt of the bid.

**EXPARTE COMMUNICATION:** Please note that to insure the proper and fair evaluation of a bid, the City of Torrington prohibits exparte communication (i.e., unsolicited) initiated by the Bidder to a City Official or Employee evaluating or considering the bids prior to the time a bid decision has been made. Communication between Bidder and the City will be directed in writing to the Purchasing Agent only. The Purchasing Agent will obtain the information or clarification needed. Exparte communication may be grounds for disqualifying the offending Bidder from consideration or award of the bid and repeat offenders may be disqualified from future bids.

**NON-COLLUSION STATEMENTS:** In order for bids to be considered, a non-collusive statement must be submitted with the bid. A sample non-collusive bid statement is attached. Bidders may elect to submit their own notarized non-collusion statement. NOTE: Documents must be signed before and sealed by a Notary Public. Only documents bearing a notary seal will be accepted.



**CONDITIONAL, QUALIFIED OR NON-RESPONSIVE BIDS/PROPOSALS:** All bids/proposals shall be submitted in the form and manner as indicated by the bid documents and bid forms. Any proposal which is not submitted in the form and manner indicated by the bid documents or which contains information, statements, conditions, or qualifications which place conditions or qualifications on the proposal submittal for purposes of making an award, or which alter any proposal terms, conditions, specifications, or forms, which has not been previously approved by written addendum from the Purchasing Agent, or which does not meet legal requirements, shall be declared as a qualified, conditional, or non-responsive proposal and shall be rejected without further consideration. Any proposal response that does not fully respond to and comply with all detailed specifications or requests for information including execution of proposal forms, may be declared "non-responsive" and recommended for rejection. The City of Torrington shall not be responsible for any errors or omissions of the respondent.

**UNBALANCED BIDS AND/OR EXCESSIVE LINE ITEM PRICES:** The City reserves the right to reject any bids in which unit prices, in the sole opinion of the City, are unbalanced. In addition, where the City has decided to make an award, it further reserves the right to non-utilize a particular line item that in the sole opinion of the City is excessively priced, and reserves the right to obtain that item from another source.

**CONTRACT:** A response to an Invitation To Bid is an offer to contract with the City of Torrington based upon the terms, conditions, and specifications contained in the City's ITB. Bids do not become contracts unless and until executed by the City, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the ITB, unless any of the terms and conditions are modified by an ITB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

**TAXES:** Omit all State and Federal taxes from the bid. The City of Torrington is exempt from the payment of taxes imposed by Federal government and/or the State of Connecticut.

**OWNERSHIP OF DOCUMENTS:** All documents, including drawings, plans, specifications, videotapes, or other documents or maps prepared by a contractor pursuant to any agreement arising from this bid shall become the property of the City of Torrington upon completion of the project or any termination of the project prior to the completion of the project.

**LEGALITY:** All bid offers for commodities, work, materials, or equipment hereunder shall comply in every respect with the laws, specifications and requirements of the State of Connecticut and the Federal government. Contractor will comply with the provisions of the Connecticut Fair Employment Practices Law.

**LANGUAGE DISPUTES:** Any disputes over the interpretation and/or meaning of any individual terms, conditions, and/or language within this Request for Bid/Proposal document shall be resolved by and at the sole discretion of the City Purchasing Agent in a manner that is in the best interest of, and best advantage to, the City of Torrington, provided any such interpretation shall be reasonable. In the event that an individual term, condition, and/or language/wording is determined at any time, including after award, by the City Purchasing Agent to be "not applicable at all" to this contract, then the term, condition, and/or language/wording may be disregarded, even though an addendum is not issued. However, if the Purchasing Agent determines that the term, condition, and/or language/wording "is applicable in part", then the term, condition, and/or language/wording will apply to the degree applicable, even though an addendum is not issued.

**INDEMNIFICATION:** The Contractor shall save the City of Torrington, its agents or employees, harmless from liability of any kind for all claims of labor payments and materials furnished for this work, and for use of any copyrighted or uncopyrighted composition, secret process patented or unpatented invention, article or application furnished or used in the performance of the contract of which the Contractor is not the patentee, assignee, or licensee. To the fullest extent permitted by law, The bidder shall indemnify and hold harmless the Municipality, its officers, agents, servants and employees from and against all liability, claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance or lack of performance of the work, provided that any such liability, claim, damage, loss or expense is (a) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting hereto from and (b) is caused in whole or in part by any negligent act or omission of the Bidder, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them are liable.

In any and all claims against the Municipality, its officers, agents, servants and employees by any employee of the Bidder, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for those acts any of them may be liable, the indemnification obligation under these sections to be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Bidder or any Subcontractor under Worker's Compensation Acts, Disability Benefit Acts or other employee benefit acts.

The successful bidder, vendor, and/or contractor must protect all property of the City of Torrington (i.e. all floors, furniture, grass, land, etc.) from injury or other damage. Any damage so caused must be repaired by contractor/vendor at his/her own expense. At the completion of work, the vendor and/or contractor must remove from the premises all surplus materials and all debris created by same. The premises must be left in a broom-clean and finished condition acceptable to the owner or its agents. Successful bidder will furnish adequate protection from damage for all work and to repair damage of any kind; for which he or his workers are responsible, to the premises or equipment to his own work or to the work of other contractors.

**DEFAULT:** It shall be understood that a bidder supplying equipment and/or supplies will be considered to be in default if/when



they have not delivered the item(s) within the time constraints listed in this document or subsequent purchase orders and/or contract. Bidders providing a service and/or construction will be considered to be in default if/when they have failed to meet the completion date set forth in this document or its subsequent contract and/ or purchase orders and/ or they have ceased work on the project for a period of fifteen (15) working days, cumulative or consecutive.

**SUSPENSION AND DEBARMENT:** The Purchasing Agent may suspend or debar the right of a vendor to be included on the vendor list and has the authority to reject any bid or response from any suspended or debarred vendors.

**Suspension:** A vendor may be suspended based on the following:

- 1) A vendor defaults or fails to fully comply with the conditions, specifications, or terms of a Bid, Quotation, Proposal or Contract with the City of Torrington.
- 2) A vendor commits any fraud or misrepresentation in connection with a Bid, Quotation, Proposal, or Contract with the City of Torrington.
- 3) A vendor is charged by a court with the commission of a criminal offense as incident to obtaining or attempting to obtain a public or private contract or sub-contract, or in the performance of such contract or sub-contract
- 4) A vendor is charged by a court with the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a City contractor. If charges are dismissed or the vendor is found not guilty, the suspension shall be lifted automatically upon written notification and proof of final court disposition provided by the vendor to the City of Torrington.
- 5) A vendor becomes insolvent, has proceedings in bankruptcy instituted against it or, compounds its debts or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property.
- 6) A vendor's commission of any act or omission to perform act is grounds for debarment.
- 7) A vendor violates the ethical standards set forth in local, state, or federal law.
- 8) Any other cause the Purchasing Agent determines to be so serious and compelling as to materially and adversely affect responsibility of a vendor as a City contractor, including but not limited to suspension by another government entity

**Debarment:** A vendor may be permanently debarred for the following:

- 1) Default or failure to fully comply with the conditions, specifications, drawings, or terms of a bid, proposal, or contract with the City of Torrington twice in any three-year period.
- 2) Conviction of or judgment obtained in a court for commission of those offenses in connection with the vendor's commercial enterprise stated sections 3) or 4) of suspension section listed above. If the conviction is reversed through the appellate process, the debarment shall be removed upon written notification and proof of final Court disposition from the vendor to the City of Torrington.

**TRADE NAME REFERENCES:** Any and all references to trade names, types, styles, model numbers, stock numbers or catalogs are intended to be descriptive only and not restrictive. The intention is to indicate to bidders the type and quality of the articles and or materials that will be satisfactory. When reviewing the information, it is the responsibility of the prospective bidder to inform the City of Torrington of any discrepancy that is found (i.e. number listed does not fit item description) Bids received on other makes or models with reference to other catalogs will be considered. The bidder is to clearly state in his bid exactly what he intends to furnish and to furnish with his bid a cut or illustration or other descriptive matter that will clearly indicate and give specification as to the product he/she proposes to furnish. Where a bid is offered on an item other than the trade standard used in the specification the item should be identified on the bid form by entering the MAKE, TRADE NAME AND MODEL NUMBER. It is understood that any substitute and/or alternate that might be offered are guaranteed by the bidder to be of equal or better quality than is referenced in the bid. The item(s) must be equivalent as to function, basic design, type and quality of material, method of construction and any required dimensions. It shall be further understood that during original as well as subsequent shipments spot checks will be performed to insure that the items received are in fact the items offered in the bid. When received, should items/materials prove to be different from what was bid in any way, the bidder agrees to the return of the items and agrees to supply correct items (per bid specifications) at the bidders expense. In the event this return action is required, it is understood the bidder may be subject to removal from the city's approved bidder's list. Bidders are cautioned that surplus, seconds, factory rejects, floor samples, close outs or distressed items are not acceptable and shipments of substitutions, defective or shop-worn equipment will be returned for a full refund at the vendor's expense.

**QUANTITY:** The quantities and/or materials listed in the specifications/bid sheets may be increased or decreased by the City of Torrington or its designated representative based on actual need at the time the purchase orders are placed.

**QUALITY:** The City of Torrington reserves the right to reject any proposal in whole or in part offering equipment and/or materials and/or services that in its or its agent's opinion does not meet the quality standards desired. Such decision is final and not subject to further recourse by the bidder.

**SAMPLES:** forwarded by the bidder will be returned to the bidder at his request and expense. Requests for return of samples must be submitted in writing at the time the sample is given to the City of Torrington or its representative. Samples not returned to the bidder will be disposed of at the discretion of the City of Torrington or its designated representative. Large pieces of equipment submitted for evaluation and inspection are to be picked up by the bidder within 30 days of the bid opening date. Items remaining after 30 days will be discarded.

**AWARD:** It is the intent to award this bid in its entirety to one bidder, however, the City reserves the right to award the bid line item by line item if it is deemed in its best interest to do so. In addition, bidders are advised that should budgetary constraints



dictate, part, and/or all the items in this bid may be rejected. This decision shall be considered final and not subject to recourse by the bidder. In determining the lowest or highest responsible bidder, the City reserves the right to consider, in addition to price, the compatibility, quality, cost of maintenance and availability of parts, experience and/or past performance of the bidder, sufficiency of the financial resources of the bidder as relates to the offerings as well as the ability of the bidder to provide future maintenance and service.

Documents previously submitted to the city of Torrington will not be considered as satisfying submission requirements for this bid.

No bidder can claim any contract rights by virtue of bidding alone. Awarding of the contract means actual written notice by letter and a properly executed purchase order to the bidder or bidders to whom the bid has been awarded.

**OPTION TO RENEW:** This contract may be extended for four (4) additional one (1) year periods, provided all terms and conditions remain in full force and effect except for the contract period being extended. This option, if exercised, is to be executed in the form of a letter of agreement, to be issued no later than 60 days prior to the expiration of the then current contract period. This option to renew requires the mutual agreement of both parties. Refusal by either party to exercise this option to extend, will cause this contract to expire on the original or mutually agreed upon date. The total period of this contract, including all extensions as a result of exercising this option, will not exceed a maximum combined period of five (5) years.

**BONDS:**

**Performance Bond:** The Contractor, when awarded the Bid, must submit within 10 days of the bid award, and before beginning the work or signing a contract, a Performance Bond amounting to one hundred percent (100%) of the total amount of the bid. Said performance bond must be in favor of the City of Torrington and executed by a surety company authorized to do business in the State of Connecticut. The City of Torrington reserves the right to retain the Bid Bond or Certified Check on bids below \$25,000.00 as a Performance Bond. On bids of \$25,000.00 or more the Performance Bond may be furnished in the following manner: Performance Bond, Surety Bond, Certified Check or Bank Check.

**Maintenance Bond:** The contractor, upon signing a contract and before beginning the work must submit to the Purchasing Agent a Maintenance Bond to guarantee that if defects in either labor or materials becomes evident within one year after completion and acceptance of work will be fixed at no cost to the City of Torrington. The maintenance bond may be included as a portion of the Performance bond or as a separate bond. If it is issued as a separate bond said maintenance bond must be in favor of the City of Torrington and issued by a surety company licensed and authorized to do business in the State of Connecticut.

**Labor and Material Bonds:** Per Section 49-41 of the Conn. General Statutes, on Public Works project where the estimate is in excess of \$25,000.00, a labor (payment) and material bond must be furnished to the City. Said bonds must be filed with the Purchasing Agent prior to the commencement of work.

**Consent for Release of Final Payment:** AIA Document G707 & G706, or equivalent, must be signed and returned by the Surety Company before final payment will be released to the contractor.

**INSURANCE:**

**Certificate of Insurance:** All insurers shall purchase insurance from an insurance company or companies rated A-V11 or better by A.M. Best Companies lawfully authorized to do business in the State of Connecticut. The insurance provisions set forth below are minimum requirements. In the event the Contractor/City Contract (Project Requirements) specifies additional coverage's and/or amounts of coverage then those set forth below and pertaining to the Contractor's work, then the Contractor shall provide the coverage's and/or amounts in accordance with the Project Requirements. Proof of proper insurance coverage, Workers Compensation Insurance, Liability and Property damage, and Vehicle Insurance shall be filed with the City of Torrington Purchasing Agent within 10 days after the award of the bid. The Certificate of Insurance must name the City of Torrington, 140 Main St., Torrington, CT, its subsidiaries, employees, volunteers, directors & officers as the "Additional Insured" and filed with the Purchasing Agent prior to commencement of work. Renewal Certificates of Insurance must be mailed to the Purchasing Agent 10 days prior to the expiration of the required coverage. Such insurance will protect the Contractor from claims which may arise out of or result from the Contractor's operations under the Subcontract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Sub-Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Contractor, and any Sub-subcontractors engaged by the Contractor, shall obtain the following insurance:

**Workers' Compensation Insurance:** For all work performed pursuant to this contract, Contractor shall maintain Workers' Compensation Insurance, including coverage for all executive officers, sole proprietors and partners, and other similar employee benefits in the amount required by all applicable statutes, law, regulations or acts. Such Workers' Compensation Insurance must list on Item 3A of the policy Information Page "Part One of the policy applies to the Workers' Compensation Law of the state Connecticut" and provide a Waiver of Subrogation endorsement (NCCI form WC 00 03 13 or its equivalent) that prohibits the insurance company from enforcing subrogation and recovery rights against the City, its subsidiaries, employees, volunteers, directors and officers. If work is to be performed over or adjacent to navigable waterways, the Workers' Compensation Insurance shall contain the United States Longshore and Harbor Workers' Act Endorsement (NCCI Form WC 00 01 06 or its equivalent). In case any class of employees or subcontractors is engaged in hazardous work under the contract



at the site of the work is not protected under the Workman's Compensation statute, the contractor shall provide Workman's Compensation Insurance for the protection of employees not otherwise protected.

**Liability Insurance:** The Contractor shall take out and maintain for the life of the contract, adequate public liability insurance insuring against liability to persons not employed by him in an amount of not less than \$1,000,000.00 for injuries, wrongful death to any one person and subject to the limit for each person in an amount of not less than \$2,000,000.00 on account of one accident and property damage insurance in an amount of not less than \$1,000,000.00.

**Vehicle Insurance:** The Contractor shall take out and maintain for the life of the contract, adequate automotive/truck or other vehicle insurance with minimum coverage of \$1,000,000.00 each for both liability and under insured and uninsured motorist as well as any other coverage required by the State of Connecticut or requested by an official of the City of Torrington as relates to the contract.

**Additional Security:** The City of Torrington reserves the right to require successful bidders to enter into and such security arrangements as are deemed necessary to protect the City of Torrington, its property and goods.

**PERMITS:** The successful bidder agrees to obtain all work/building permits as might be required. The cost of obtaining such permits is the responsibility of the bidder. The City of Torrington reserves the right to waive local permit fees. In addition, it shall be understood that where property lines are to be considered, bidders are to verify said lines and measurements with proper City Officials prior to commencement of work.

It is to be understood that any/all specifications and/or plans or drawings contained in or developed as a result of the bid process are and shall be presented subject to the approval of the City of Torrington planning, zoning and building officials and that awards made prior to said approval are subject to cancellation.

**PREVAILING WAGE:** When the State of Connecticut Prevailing Wage Rate is applicable to the bid, the successful bidder must submit a Certified Payroll Record prior to any request and/or invoice for payment.

**CITIZENSHIP:** Each employee of the Contractor shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card. The Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965, (18 USC 4082)(c)(2).

**SAFETY:**

**Machine and/or Equipment Hazard Assessment and Safety Training:** Upon delivery of machines and/or equipment, suppliers are required to provide to the end-user employees, at no additional charge, a training session that will emphasize hazard awareness and assessment and the safe use of such machinery/equipment.

**Occupational Safety and Health Act of 1970:** Seller shall warrant that the machinery, equipment or other materials covered hereby shall upon delivery to the City of Torrington, be in compliance with the standards required by said Act and any updates as pertain to or reference said Act as well as the standards required by comparable State and local laws, if any, for such machinery, equipment or other materials in effect at the time of delivery.

**Machines and/or Equipment Lockout/Tagout:** In an effort to comply with OSHA's final rule on the control of hazardous energy sources, vendors must warrant that any and all machines and/or equipment as is covered under this bid will be supplied and/or installed equipped with lockout/tagout devices as prescribed by OSHA.

**Toxic Substance Control Act (PL94-469):** Seller warrants that each and every chemical substance constituting or contained in the products sold or otherwise transferred to the City of Torrington under this bid and subsequent purchase orders is not on the list of prohibited chemical substances compiled and published by the Administrator of the Environmental Protection Agency pursuant to Act PL94-469 and are otherwise in compliance with said Act.

**Hazardous Materials:** Any materials required by this bid and subsequent purchase orders that are hazardous under federal, state, or local statute, ordinance, regulation, or agency order will be packaged, labeled, marked and shipped by the seller to comply with all federal, state and local regulations then in effect including but limited to the provisions of the Hazardous Materials Transportation Act and Regulations promulgated thereunder and will further comply with any special requirements and any policies and procedures of the City of Torrington relating to the purchase of hazardous materials as might be noted on subsequent purchase orders or otherwise communicated to seller in writing.

**Material Safety Data Sheets:** Shall be provided by the Seller upon delivery to the City of Torrington of any goods having constituents listed in the following references - OSHA 1910, ACHIG Current Threshold Values, DOT HazMat Table 49, IARC Carcinogen List, National Toxicology Program Carcinogen List, and/or Radioactive Materials. These Material Safety Data Sheets must be consistent with and include information required by the OSHA Hazard Communication Standard published as 29 CFR 1910.1200, as the same may be amended or supplemented from time to time.

**Asbestos:** Bidders are advised that asbestos-containing material may be located in the boiler rooms, pipe tunnels, storage areas and various portions of City buildings. Before proceeding on any contractual work on City buildings or their interiors, it is mandatory that bidders familiarize themselves with the asbestos-containing material and that said material be considered

as a health hazard and all precautionary measures according to the Ahera Rules & Regulations be observed. It is the bidder's responsibility to notify all employees and/or subcontractors of this notification.

**SUB-CONTRACTORS:** The successful bidder shall not employ any subcontractor to fulfill any of the duties herein specified without express, prior written approval of the City of Torrington or its designated agent.

**EEO:** The successful bidder shall provide any/all additionally required, affirmative action statements, fair employment plans and non-discrimination programs and statement as might be required by the City of Torrington. In connection with the execution of this bid, subsequent purchase orders and/or contracts, the seller shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex or national origin. Bidders must comply with all rules & regulations of the Department of Labor with regard to Equal Employment Opportunities as pertains to municipalities.

**TERMINATION OF CONTRACT:** Any contract entered into by the City and the successful bidder shall provide that the City may terminate the contract upon thirty (30) days notice to the bidder.

The City of Torrington reserves the right to award or reject any or all bids, or any portion thereof, to waive technicalities, to award the contract to a bidder other than the lowest bid and to award the bid and/or contracts to one or more bidders submitting essentially identical proposals and, that in the city's judgment, will best serve the public interest.

The terms and conditions of these "Instructions to Bidders" are made a part this bid.



Bid # PSV-028-062520RB

**NON-COLLUSION AFFIDAVIT**

STATE OF Connecticut COUNTY OF Hartford

I, Matt Mclellan, being first duly sworn, deposes and says that:

1. I am Body Shop Manager of DATTCO, Inc.  
the Bidder that has submitted the attached Bid for "Painting of Police S.E.R.T. Vehicle".
2. I am fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties 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 such Contract, for which the attached Bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Torrington or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

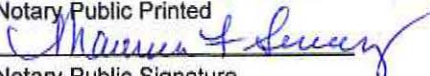
(Printed) Matt Mclellan

(Signed) 

(Title) Body Shop Manager

Subscribed and sworn to before this 24th day of June, 2020.

Notary Public Printed

  
Notary Public Signature

My Commission Expires **MAUREEN F. SWEENEY**  
**Notary Public, State of Connecticut**  
**My Commission Expires November 30, 2021**

(Notary Seal)

NOTE: Documents must be signed before and sealed by a Notary Public. Only documents bearing a notary seal will be accepted.

**INVITATION TO BID  
PAINTING OF POLICE S.E.R.T. VEHICLE  
BID# PSV-028-062520RB**

The City of Torrington is soliciting sealed bids to have the Torrington Police 2007 Special Response Team vehicle (S.E.R.T.) re-painted. The awarded contractor will remove all hardware, strip old decals and paint and re-paint vehicle using Paint code G8125F/535166 B/C (Dupont) and clear coat per specifications.

The deadline for bid submittals is **June 25, 2020 at 11:00 AM**. Bids shall be submitted to the Purchasing Department, City Hall, 140 Main Street, Room 206, Torrington, CT 06790 during normal office hours by no later than **11:00 AM, Friday, June 25, 2020**. Submittals received after this date and time will not be accepted. One (1) original and one (1) exact copy shall be placed in a sealed envelope and clearly marked "**BID #PSV-028-062520RB PAINTING OF POLICE S.E.R.T. VEHICLE**" and must bear the Name and address of the bidder. Proposals received after the closing date and time shall be rejected and returned unopened. In the case where City Hall services are suspended due to COVID-19, weather or some other emergency related circumstance, then submittals shall be due the next day when City Hall reopens for business, no later than 11:00 AM on that day. **No fax or e-mail Bids will be accepted.**

The City will not be liable for any costs incurred in the preparation of the response for this Invitation to Bid. All proposal submissions and materials become property of the City and will not be returned. Once opened such bids are public record. Vendors mailing bids should allow for normal delivery time to ensure timely receipt of their bids.

**There will not be a public opening of this bid  
MBE's, WBE's and SBE's ARE ENCOURAGED TO APPLY  
AN AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYER**

Submit questions to Pennie Zucco, Purchasing Agent, [pennie\\_zucco@torringtonct.org](mailto:pennie_zucco@torringtonct.org). **Deadline for questions is June 18, 2020 by 4:00 pm.** Questions determined to be of interest to all prospective bidders shall be posted as an addendum on the City and State websites. It is the vendor's responsibility to check these websites 48 hours before the closing date for addenda's. All information given by the city except by written addendum shall be informal and shall not be binding upon the city nor shall it furnish a basis for legal action by any Proposers against the City.

Any alleged oral agreement made by a bidder or contractor with any agency or employee of the City of Torrington shall be disregarded.

All proposals must include the bidder's name and be signed by a responsible officer or employee of the vendor submitting a proposal. The vendor shall provide at least three (3) references of companies or agencies that have provided similar services from vendor.

This Bid shall remain open and shall not be withdraw for a period of sixty (60) days from the date set for its opening.

This bid does not commit the City of Torrington to select any vendor or enter into any contract



agreement. The City of Torrington reserves the right to request additional information from some or all bidders. The City of Torrington reserves the right to accept any ITB deemed in the best interests of the City of Torrington.

The information provided herein is not intended to and shall not bind the City of Torrington to any of the statements or assumptions set forth herein.

Responses must set forth accurate and complete information for the re-painting of the Police S.E.R.T. vehicle. At the City's discretion, failure to do so could result in disqualification.

Any contract entered into by the City and the successful bidder shall provide that the City may terminate the contract upon thirty (30) day notice to the bidder.

The bidder hereby acknowledges receipt of and agrees this submittal is based on the RFP and the following addenda(s). Failure to indicate receipt of addenda(s) may result in the bidder being rejected as nonresponsive.

ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_ ADDENDUM \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_ ADDENDUM \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_ ADDENDUM \_\_\_\_\_ DATED \_\_\_\_\_

(If additional addenda are issued, attach a complete listing of these addenda when submitting this bid.)

**The City of Torrington reserves the right to award or reject any or all bids, or any portion thereof; to waive technicalities; to award the contract to a bidder other than the lowest bid, and to award the bid and/or contracts to one or more bidders submitting essentially identical proposals and, that in the city's judgment, will best serve the public interest.**

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

**CITY OF TORRINGTON  
INVITATION TO BID  
PAINTING OF POLICE S.E.R.T. VEHICLE  
BID# PSV-028-062520RB**

The Torrington Police Department is looking to have their Special Response Team (S.E.R.T.) vehicle re-painted. The awarded contractor will remove all hardware, strip old decals and paint and re-paint vehicle using Paint code G8125F/535166 B/C (Dupont) and clear coat per specifications.

**The vehicle specifications are as follows:**

- Year: 2007
- Make: Ford
- Model: E450SD
- Vin: 1FDXE45S17DA30916

**Paint requirements:**

- Paint code: G8125F/535166 B/C (Dupont)
- Preparation / Finish

**Front Air Shield:**

- R&I clearance lights
- Remove decals
- Strip air shield
- Refinish air shield and with clear coat

**Front wall behind cab:**

- R&I emergency lights
- Refinish and with clear coat

**Left side body:**

- Remove decal
- R&I grab handles
- R&I door handles
- R&I emergency lights
- R&I fuel filler
- Refinish side wall & doors and with clear coat

**Ride side body:**

- Remove decal
- R&I grab handles
- R&I door handles
- R&I emergency lights
- R&I fuel filler
- Refinish side wall & doors and with clear coat



**Rear body:**

- Remove decal
- R&I grab handles
- R&I door handles
- R&I emergency lights
- R&I diamond plate
- R&I outlets
- Refinish rear body & doors and with clear coat

**Cab:**

- R&I Hood
- Refinish Hood and with clear coat
- R&I head lights & emergency lights
- R&I front bumper
- Refinish Front bumper and with clear coat
- R&I side lights, emblems & antennas (both fenders)
- R&I inner fender liners
- Refinish fenders & lower body panel and with clear coat

**Doors:**

- R&I interior panels
- R&I mirrors
- R&I doors
- R&I handles, moldings & weather strips
- Refinish door jams and with clear coat
- Refinish door opening, rockers and pillars and with clear coat
- Refinish doors and with clear coat (outside)

**Options:**

1. Refinishing the rims
2. Refinishing the top body with a rust proof primer coat

**OTHER**

All proposals must include the Vendor's name and be signed by an authorized officer or employee of the proposer submitting the bid. Corrections and/or modifications received after the closing time specified will not be accepted.

The acceptance of any price quote made pursuant to this Invitation to Bid shall not be binding upon the City of Torrington until a notification of award in writing and issue a purchase order from the City Purchasing Agent has been delivered to the successful bidder.

**SUBMITTALS**

- A. Exhibit A, B, & C – Pricing proposal, Terms acceptance, references
- B. All Required forms – non-collusion affidavit, bid bond, references, etc.

## **ADDITIONAL TERMS**

### **I. Warranty:**

Services offered shall be free from all defects on material and workmanship. Defective work shall be repaired promptly at no charge to the City.

The City of Torrington reserves the right to award or reject any or all bids or any portion thereof, to waive technicalities, to award the contract to a bidder other than the lowest bid and to award the bid and/or contracts to one or more bidders submitting essentially identical proposals and, that in the city's judgment, will best serve the public interest.



**EXHIBIT A - PRICE SHEET**

**CITY OF TORRINGTON**

**BID# PSV-028-062520RB - PAINTING OF POLICE S.E.R.T. VEHICLE**

**BID SUBMITTAL DATE: JUNE 25, 2020, 11:00 AM**

**ITEM: PAINTING OF POLICE S.E.R.T. VEHICLE AS SPECIFIED.**

TOTAL PRICE DOLLARS/CENTS: \$12,500.00

TOTAL PRICE IN WORDS: Twelve Thousand Five Hundred dollars and ZERO CENTS

ETA OF RE-PAINT COMPLETION: 3 weeks from Arrival of vehicle

COMPANY NAME: Datco, Inc. DATE: June 24, 2020

ADDRESS: 583 South St., New Britain, CT 06051

PHONE: 860-229-4878 FAX: 860-635-1539

COMPANY REPRESENTATIVE/TITLE: Matthew McLellan, Body Shop Manager

COMPANY REPRESENTATIVE (signature) 

EMAIL ADDRESS: MATM@DATCO.COM

FEDERAL TAX IDENTIFICATION NUMBER: (FEIN) 06-0813381

## EXHIBIT B

### CITY OF TORRINGTON PAINTING OF POLICE S.E.R.T. VEHICLE BID# PSV-028-062520RB

#### Acceptance of Terms of this Agreement

Company (Legal Registration)

DATCO, Inc.

Contact Person:

Matthew McLellan

Address:

583 South St. New Britain, CT 06051

City/State/Zip:

NEW BRITAIN, CT 06051

Federal Tax Identification Number (FEIN) 06-0813381

Telephone: 860-229-4878 Fax: 860-625-1539

E-mail: MATM@DATCO.COM

Authorized Signature  Title: Body Shop Manager

Name Printed: Matthew A. McLellan Date: June 24, 2020

It is agreed by the above signed proposer that the signature and submission of this proposal represents the proposer's acceptance of all terms, conditions, and requirements of the proposal specifications, and, if awarded, the proposal will represent the agreement between the parties.

The proposer agrees that the cost of any work performed, materials furnished, services provided, or expenses incurred, which are not specifically delineated in the proposal documents, but which are incidental to the scope, intent, and completion of this contract, shall be deemed to have been included in the prices for the various items scheduled.



## EXHIBIT C

### STATEMENT OF REFERENCES

#### PAINTING OF POLICE S.E.R.T. VEHICLE BID# PSV-028-062520RB

List at least three (3) references that demonstrate your ability to supply equipment and services included in the scope of the specifications. The City reserves the right to contact each of the references listed for additional information regarding your company's qualifications.

##### Reference No. 1

Customer Name/Email: Truck King International, EMARELLO@Truckkingintl.com  
Contact Individual: Eric Marello Phone No: 201-481-0105  
Address: 46-100 Paris St. Newark, N.J. 07105  
Contract Amount: \$873,710.00 Year: 2019-2020  
Description of products purchased: Wheel Chair Lifts and Accessories for 20 Buses. Repaint 20 buses to customer spec. (NY Waterways)

##### Reference No. 2

Customer Name/Email: East Hartford Police Department dclon@easthartfordct.gov  
Contact Individual: Donald Olson, Lieutenant Phone No: 860-291-7540  
Address: 31 School St., East Hartford, CT 06108  
Contract Amount: \$9600.00 Year: 2020  
Description of products purchased: Additional Upgrades and Accessories for Evidence Van Build

##### Reference No. 3

Customer Name/Email: Georgas Ford GRAPP@Georgas.com  
Contact Individual: Gregory Rapp Phone No: 860-727-6307  
Address: 225 New Britain Ave., Plainville, CT 06062  
Contract Amount: \$58,353.59 Year: 2020  
Description of products purchased: East Hartford Police New Evidence Van Build. Install cabinets, electrical outlets, Generator, Awning, and Shelving.

##### Reference No. 4

Customer Name/Email: \_\_\_\_\_  
Contact Individual: \_\_\_\_\_ Phone No: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Year: \_\_\_\_\_  
Description of products purchased: \_\_\_\_\_

##### Reference No. 5

Customer Name/Email: \_\_\_\_\_  
Contact Individual: \_\_\_\_\_ Phone No: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Year: \_\_\_\_\_  
Description of products purchased: \_\_\_\_\_

PSV-028-062520RB PAINTING OF POLICE S.E.R.T. VEHICLE



8 feet



Bumper to Bumper 21'



width 8'





**Dattco, Inc**  
 131 Tuttle Road  
 Middletown, CT, 06457  
 Mattm@Dattco.com

***Estimate - Preliminary***

**Estimate Prepared by:** Matt McLellan

Accident Date:

Date of Loss:

Arrival Date:

Type of Loss:

Policy Number:

Claim Number:

**Appraised for:** City of Torrington

Purchasing Agent Pennie Zucco

Date: 6/23/2020

Estimate#:

**Appraised for:**

Company: City of Torrington

Contact: Purchasing Agent Pennie Zucco

Address: City Hall, 140 Main Street, Room# 206

City, State, Zip Code: Torrington, CT 06790

Telephone, Fax: 860-489-2225, F 860-489-2547

Notes: Torrington Police S.E.R.T Vehicle

**Body Shop:**

Company: Dattco, Inc

Contact: Matt McLellan

Address: 131 Tuttle Road

City, State, Zip Code: Middletown, CT 06457

Telephone, Fax: 860-635-8234 2131, 860-635-1539

<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>Color</b>	<b>Trim</b>
2007	FORD	E350/450 E-Super Duty Cutaway	Blue	Special Response
<b>Unit Number</b>	<b>License Plate #</b>	<b>Mileage</b>	<b>Serial#/VIN#</b>	
92TO	92 -TO		1FDXE45S17DA30916	

Sup	Seq	Labor Type	Labor Op	Description	Part Type	Part Number	Dollar Amount	Labor Units
	1	Body	Rem/Rep	Remove all Decals from Cab New and Body				6.0*
	2	Body	Rem/Ins	R&I All Clearance and Emergency Lights	Exist			6.0*
	3	Body	Rem/Ins	R&I All Grab and Door Handles, Outlets, Antennas, Diamond Plate, and Misc Accessories	Exist			8.0*
	4	Body	Rem/Ins	R&I Cab Grille Headlights, Hood, Door Handles, Interior Panels, Mirrors, Mouldings, Fuel Fillers, and Inner Fender Liners	Exist			18.0*

Sup	Seq	Labor Type	Labor Op	Description	Part Type	Part Number	Dollar Amount	Labor Units
	5	Body	Repair	Repair Minor Imperfection and Corrosion on Cab and Body	Exist			20.0*
	6	Ref	Ref	Prep Top of Body and Rims with Rust Proof Primer	Exist			12.0*
	7			- Color of Rims determined by Customer				*
	8	Ref	Ref	Prep and Refinish Cab, Air Dam, and Body Base Coat / Clear Coat, Dupont G8125F / 535166	Exist			20.0*
	9	Ref	Ref	Add for Jambs	Exist			8.0*
	10			Shop Materials			\$295.00	*
	11			Mask for Overspray				8.0*
	12			Color, Sand, Buff				8.0*
	13			- Clean and Buff Face of Panels as required				*
	14			Hazardous Waste			\$15.00	*
	15			Paint Materials			\$1,360.00	

\* - Judgement Item

# - Labor Note Applies

#### Labor

Body	58.0	Hrs @	\$95.00	\$5,510.00
Refinish	40.0	Hrs @	\$95.00	\$3,800.00
Labor Total				<u>\$9,310.00</u>

#### Parts

Parts Subtotal	\$0.00
Less Adjustments	
Parts Total	<u>\$0.00</u>

#### Additional Costs and Operations

Addl. Costs/Ops Total	\$3,190.00
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#### Tax

#### Totals

Sub Total:	<u>\$12,500.00</u>
Customer Resp.	<u>\$0.00</u>
<b>Net Total</b>	<b>\$12,500.00</b>

2007 FORD E350/450 E-Super Duty Cutaway



Sup	Seq	Labor Type	Labor Op	Description	Part Type	Part Number	Dollar Amount	Labor Units
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The above is an estimate based on our inspection and does not cover any additional parts or labor which may be required after the work has started. Occasionally, worn or damaged parts are discovered which may not be evident on the first inspection. Because of this, the above prices are not guaranteed. Quotations on parts and labor are current and subject to change.

*This is a preliminary estimate. Additional changes to the estimate may be required for the actual repair.*

*TruckEst does not automatically include items required by many business repair partners. This application allows the author to manually enter line items such as overlap deductions.*

2007 FORD E350/450 E-Super Duty Cutaway

Version 3.0  
Database Edition PHT 19-04

TruckEst is a Trademark of Mitchell International  
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Page 3 of 3



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/23/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Edgewood Partners Insurance Center P. O. Box 1689 Pearl River NY 10965	<b>CONTACT NAME:</b> Donna Furnish <b>PHONE (A/C, No, Ext):</b> 201-661-2442 <b>FAX (A/C, No):</b> 201-661-2442 <b>E-MAIL ADDRESS:</b> Donna.Furnish@epicbrokers.com
<b>INSURED</b> DATTCO Inc. 583 South St. New Britain CT 06051	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> New York Marine And General Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
	<b>NAIC #</b> 16608

**COVERAGES**

CERTIFICATE NUMBER: 55771687

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			PK201900018953	8/1/2019	8/1/2020	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PK201900018953	8/1/2019	8/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b> <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Torrington, 140 Main St., Torrington, CT, its subsidiaries, employees, volunteers, directors & officers as the Additional Insured, subject to policy terms and conditions.

**CERTIFICATE HOLDER****CANCELLATION**

<b>CITY OF TORRINGTON</b> PURCHASING DEPARTMENT 140 MAIN STREET ROOM 206 TORRINGTON CT 06790	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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DATINC-03

DDONOFRIO

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/23/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> People's United Insurance Agency, Inc. One Financial Plaza Hartford, CT 06103	<b>CONTACT NAME:</b> Diane Donofrio		
	<b>PHONE (A/C, No, Ext):</b> (860) 524-7640 807	<b>FAX (A/C, No):</b> (844) 648-7611	
	<b>E-MAIL ADDRESS:</b> Diane.Donofrio@peoples.com		
<b>INSURED</b>  DATTCO, Inc. 559 South Street New Britain, CT 06051	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Pennsylvania Manufacturers Indemnity		41424
	<b>INSURER B:</b> Pennsylvania Manufacturers Assoc Ins Co		12262
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	2020750481051A	2/1/2020	2/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
<b>B</b>	<b>Workers Compensation</b>			2020750481051B	2/1/2020	2/1/2021	See Below 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance - Certificate issued for bidding purposes. For a formal certificate, please contact People's United Insurance Agency, Inc.

Policy # 2020750481051A -- For Covered States excluding MA

Policy # 2020750481051B -- For MA

## CERTIFICATE HOLDER

## CANCELLATION

City of Torrington  
140 Main Street  
Torrington, CT 06790

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*People's United Insurance Agency, Inc.*





## BID BOND

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**Bond No:** N/A

**CONTRACTOR:**

*(Name, legal status and address)*

DATTCO, Inc.  
29 Hudson Place  
New Britain, CT 06051

**SURETY:**

*(Name, legal status and principal place of business)*

Aspen American Insurance Company  
175 Capital Boulevard  
Rocky Hill, CT 06067

**OWNER:**

*(Name, legal status and address)*

City of Torrington  
140 Main Street, Room 206  
Torrington, CT 06790

**BOND AMOUNT:** Five Percent of the Amount Bid (5% of Bid)

**PROJECT:**

*(Name, location or address, and Project number, if any)*

BID #PSV-028-062520RB PAINTING OF POLICE S.E.R.T. VEHICLE

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

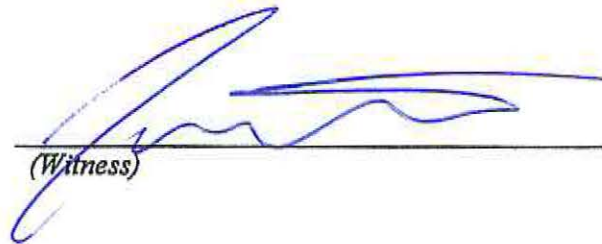
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**The Company executing this bond vouches that this document conforms to the American Institute of Architects Document A310, 2010 edition**

1



Signed and sealed this 25th day of June, 2020.

  
(Witness)

DATTCO, Inc.

(Principal)

(Seal)

(Title) President

  
(Witness)

Aspen American Insurance Company

(Surety)

(Seal)

(Title) Aiza Anderson, Attorney-in-Fact

The Company executing this bond vouches that this document conforms to the American Institute of Architects Document A310, 2010 edition

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Init.

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User Notes:

(827291221)



Aspen American Insurance Company  
175 Capital Boulevard, Rocky Hill, CT 06067

### POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, THAT **Aspen American Insurance Company**, a corporation duly organized under the laws of the State of Texas, and having its principal offices in Rocky Hill, Connecticut, (hereinafter the "Company") does hereby make, constitute and appoint: **Thomas P. Stoto, Aiza Anderson, Kevin M. Spellacy, Linda S. Verselli** of **People's United Insurance Agency, Inc.** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge on behalf of the Company, at any place within the United States, the following instrument(s) by his/her sole signature and act; any and all bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto, and to bind the Company thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Company. All acts of said Attorney(s)-in-Fact done pursuant to the authority herein given are hereby ratified and confirmed. This appointment is made under and by authority of the following Resolutions of the Board of Directors of said Company effective on April 7, 2011, which Resolutions are now in full force and effect:

**VOTED:** All Executive Officers of the Company (including the President, any Executive, Senior or Assistant Vice President, any Vice President, any Treasurer, Assistant Treasurer, or Secretary or Assistant Secretary) may appoint Attorneys-in-Fact to act for and on behalf of the Company to sign with the Company's name and seal with the Company's seal, bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said Executive Officers at any time may remove any such appointee and revoke the power given him or her.

**VOTED:** The foregoing authority for certain classes of officers of the Company to appoint Attorneys-in-Fact by virtue of a Power of Attorney to sign and seal bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, as well as to revoke any such Power of Attorney, is hereby granted specifically to the following individual officers of Aspen Specialty Insurance Management, Inc.:

**Michael Toppi**, Executive Vice President, **Scott Sadowsky**, Senior Vice President, **Kevin W. Gillen**, Senior Vice President, **Mathew Raino**, Senior Vice President, **Ryan Field**, Senior Vice President; **Timothy P. Griffin**, Vice President, **Casey Sullivan**, Vice President, **Keith Flannery**, Vice President, **Mary M. Duroslo**, Vice President, **Frank Campiglia**, Vice President and **Ray Philippon**, Assistant Vice President.

This Power of Attorney may be signed and sealed by facsimile (mechanical or printed) under and by authority of the following Resolution voted by the Boards of Directors of Aspen American Insurance Company, which Resolution is now in full force and effect:

**VOTED:** That the signature of any of the Officers identified by title or specifically named above may be affixed by facsimile to any Power of Attorney for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any and all consents incident thereto, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company. Any such power so executed and certified by such facsimile signature and/or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking so executed.

IN WITNESS WHEREOF, Aspen American Insurance Company has caused this instrument to be signed and its corporate seal to be hereto affixed this 13th day of May, 2020.

STATE OF CONNECTICUT

COUNTY OF HARTFORD

SS. ROCKY HILL

Aspen American Insurance Company

Kevin W. Gillen, Senior Vice President

On this 13<sup>th</sup> day of May, 2020 before me personally came Kevin W. Gillen, to me known, who being by me duly sworn, did depose and say; that he/she is Senior Vice President, of Aspen American Insurance Company, the Company described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the Company by authority of his/her office under the above Resolutions thereof.

Notary Public

My commission expires: 12/07/2020

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL  
Robin S. Kanaskie  
West Whiteland Twp, Chester County  
My Commission Expires 12/07/2020

### CERTIFICATE

I, the undersigned, Kevin W. Gillen of Aspen American Insurance Company, a stock corporation of the State of Texas, do hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the Boards of Directors, as set forth above, are now and remain in full force and effect.

Given under my hand and seal of said Company, in Rocky Hill, Connecticut, this 25<sup>th</sup> day of June, 2020

By: \_\_\_\_\_

Name: Kevin W. Gillen, Senior Vice President



\* For verification of the authenticity of the Power of Attorney you may call (860) 760-7728 or email: [Patricia.Taber@aspen-insurance.com](mailto:Patricia.Taber@aspen-insurance.com)