INFORMATION FOR BIDDERS
COVER SHEET
REQUEST FOR PROPOSALS

Stonington Public Schools (the "Owner") will accept proposals for the following contract:

NAME OF CONTRACT: Stonington High School roof ladders and guy wires

Bids will be received until:

Date: Thursday, April 4, 2019
Time: 11:00 a.m. prevailing time

Submit Bids To:

Gary J. Shettle
Director of Finance
Stonington Public Schools
49 North Stonington Rd.
P.O.479
Old Mystic, CT 06372

Type of bid: Sealed XXXX
Quotation_____

Bid Security: Required _ % None Required _xxx_

Technical questions should be directed to: Mr. Peter Anderson, 860-572-0506 x 2102

Bid process questions should be directed to: Mr. Gary J. Shettle, 860-572-0506 x 2152

All bidders must carefully familiarize themselves with the following Bid specifications and any other contract documents related to the work. Bidders choosing to submit a bid must fill out the Bid form attached hereto.

Persons choosing not to bid must fill out the No Bid Response Form in order to be certain of staying on Stonington's solicitation list.

Stonington Pubic Schools

BID SPECIFICATIONS

I. INSTRUCTIONS

These bid specifications accompany all contracts for supplies, services and construction for the STONINGTON PUBLIC SCHOOLS. (The STONINGTON PUBLIC SCHOOLS is referred to herein as the "Owner".)

Certain of these specifications will apply only to certain types of contracts, as will be apparent from the content.

The Owner has provided information about the contract on the Cover sheet. This bid Specifications may also be accompanied by other contract documents depending on the type of contract. Bidders should review those carefully and include with their bid any additional sheets that are to be filled out, including alternates and unit prices.

The Owner is exempt from the payment of Federal Excise Taxes and Connecticut Sales and Use Tax. These taxes must not be included in bid prices nor added to any items specified.

II. BIDDING PROCEDURE

Bids will be accepted until the date and time indicated on the Cover Sheet.

Bids shall be in sealed envelopes with the bidder's name in the upper left corner and the name of bid and the time and date of bid opening in the center of the envelope. Two original executed copies of all the bid papers must be included in the envelope. All bid documentation must be readable and legible.

Bids may not be sent by fax or any other electronic means.

Any bid may be withdrawn prior to the scheduled bid opening as indicated on the specification Cover Sheet, or prior to an authorized postponement date thereof.

Any bid received after the date and time specified on the specification Cover Sheet for receipt of the bid or an authorized extension thereof, will not be considered.

If the Cover Sheet indicates that bid security is required, each bid must be accompanied by a certified check or cashier's check drawn upon a bank to the order of Farmington Public Schools, or the bid must be accompanied by a bid bond, having as surety one or more surety company or companies authorized to do business in the State of Connecticut. No certified check or cashier's check on hand will be returned until the bid is awarded. If you are awarded the bid, your check will be held until it is replaced with performance and payments bonds.

No bidder may withdraw its bid for a period of 60 days following the actual time of bid opening.

Bidders are required to attend any site visit indicated on the Cover Sheet

Any questions by bidders must be submitted in writing, not orally. If appropriate the Owner will respond by Addenda.

III. REVIEW AND AWARD OF BID

The Owner will make a determination of whether a bidder is responsible based on the following including but not limited to:

☐ The bidder has been in the business of providing the construction services specified on the "Specifications for roof ladder and guy wires" for a minimum of five (5) years.

☐ The bidder shall provide four (4) references of both public and private sector clients for whom they have provided equipment and/or service similar to that which is specified in this bid document in the last three years. At least three of these references should be a public school reference in the State of Connecticut, Massachusetts or Rhode Island.

The Owner reserves the right to reject any and all bids.

The Owner reserves the right to negotiate with any bidder prior to award.

The Owner reserves the right to waive any informalities in bids.

The Owner may reject any bid deemed non-responsive or conditional.

The Owner may make such investigations as it deems necessary to determine the ability, qualifications and experience of the bidder to perform the work. The bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request.

If no responsive bids are received, the Owner reserves the right to negotiate with all responsible bidders for the award of the contract.

In the event that only one bid is received, a price and/or cost analysis may be made before the award of the contract. A price analysis is the process of comparing the bid to other similar procurements. Where it is impossible to conduct a valid price analysis, it may be necessary to conduct a cost analysis of the bid price. The single bidder will then be required to provide sufficient information and data so that this analysis can be made.

IV. CONTRACT GENERAL CONDITIONS

Bonds

If this is a construction project the successful bidder will post performance and payment bonds for 100% of the contract price.

Insurance

Prior to the start of work the bidder shall submit to the Owner certificates of insurance in the amounts indicated by the Insurance Requirements Chart attached hereto. The certificates shall indicate that the respective Boards of Education" are additional insured under the applicable policies.

Prevailing Wage

If this is a construction project, this contract may be subject to Connecticut General Statutes Sect. 31-53, as amended. Generally, that statute applies to new construction projects totaling $1,000,000.00 and over, and repair or rehabilitation projects totaling $100,000.00 and over. The statute imposes certain wage requirements and reporting requirements on contractors and subcontractors, and carries serious penalties for violation of the law. If it appears to the Owner that the statute applies to this project, a current listing of prevailing wages is included in the contract documents. As stated in the statute the contractor will provide the Owner with time records of their employees and their subcontractors' employees who work on the project.

Subcontracting

Unless specifically indicated in the contract documents, no part of the contract may be subcontracted or sub-let without written permission of the Owner.

Cancellation

The Owner reserves the right to cancel the contract for its convenience at any time. In such event, the contractor's recourse shall be limited to its actual monthly billed cost and shall in no instance include lost profits or consequential damages or charges related to reputation.

Warranties

All products and work shall be warranted for a period of three years unless a longer period is stated in the contract documents.

If this bid is not for construction, any applicable product or service warranty must be submitted with the bid. All such warranties shall inure to the benefit of the Owner.

Products, Substitutions and Samples

Unless otherwise indicated, specification references to commercial types, styles, trade names and catalogues are intended to be descriptive only, not restrictive, and indicate to the bidders the type and quality of articles considered satisfactory. Each bid shall be accompanied by the manufacturer's date covering the item on which the bid is submitted the required information shall be quoted on the specification sheet. If more space is required, please submit an attachment and reference the item number of the item and a description of the proposed alternate. If the item differs from the minimum specifications set forth, a letter shall accompany the proposal outlining the variance; otherwise it will be assumed that the proposal conforms strictly to these specifications. The name and address of the proposed manufacturer must accompany the proposal. Rights of substitution shall cease upon acceptance of the proposal by the Owner. In the event there is ambiguity or question as to what type of equipment or material the bidder has proposed, the higher quality item shall be required.

If you propose a substitution you must indicate in your bid substitutions identified by name or catalogue number and the net difference in cost to the Owner. Listed substitutions will be considered for approval only after the award of the contract; the Owner reserves the right to require the originally specified material or equipment at the price submitted by the bidder in his bid, notwithstanding the fact that the bidder may have based a price for a specific item on a proposed substitution. In this regard, the Owner shall make its determination made in good faith, on the basis of the quality and type of the article listed. Any benefit in price reduction due to a substitution shall accrue to the Owner.

Wherever an item number is indicated with an asterisk, a sample properly tagged shall be submitted by each bidder before the time of the bid opening. The tag on the sample shall indicate the item number, and the name of the company submitting the sample. A double asterisk when shown with an item number requires that a descriptive catalogue cut or other identifying material be submitted

for that item. All samples may be retained by the Owner until bidders are notified to remove them. The Owner will not be responsible for any equipment samples not picked up within 30 days of the notification to bidders to do so. Samples of supplies (consumable items) will not be returned to bidders. Bidders agree that the Owner will incur no liability for samples which are damaged, destroyed or consumed in testing processes. Samples requested are to be delivered to the Location Address indicated on the Cover Sheet.

Packing and Delivery

All materials delivered on this contract shall be packed in a substantial manner in accordance with accepted trade practice. No charges may be made over and above the bid price for packaging, or for deposits on containers. A packing slip shall be included in each shipment. All packages must be clearly marked as to content. Deliveries must be made before 12:00 noon unless otherwise specified.

All deliveries must be made prepaid and must be delivered to the location subsequently designated on the purchase orders at no cost over and above the bid price indicated in your bid. Deliveries must be made inside the building indicated. In no case will collect shipments or sidewalk deliveries be accepted.

Regulations Governing Product Design, Safety and Composition

All products must conform to strict OSHA standards as required by law. Ingredients contained in products shall conform to Federal and State of Connecticut Regulations governing safety of product for use in our schools.

Certifications of compliance to these standards may be required to be submitted by the bidder awarded the contract.

MSDS identification sheets where required must be mailed to the Owner at its Business Office.

Changes, Deviation From the Specification

Any deviation from the contract requirements or specifications must be completely detailed in writing by the contractor and approved in writing by the Owner prior to the performance of said work. Any change in the work or contract requirements likewise must be detailed in writing by the contractor and approved in writing by the Owner prior to the performance of said work.

Environmental Certifications

If the contract entails any exposure to a regulated material including but not limited to asbestos or lead, the bidder certifies that it and each of its subcontractors and their workers will be certified and trained under all OSHA and other relevant regulations for such work.

Funding Requirements

Some or all of the contract may be funded by state, federal or other grant programs. The bidder is advised that such funding programs may include contractual provisions binding on contractors and which may, for example, require audits or certifications under oath that the contractor has not been debarred, suspended or excluded from any publicly funded project or programs.

Time of Performance; Delays

Bidders are advised to examine the contract documents regarding the time of performance.

If this is a construction project the contract documents may indicate an estimated start date and time of completion, and may include liquidated damages for late completion.

If this is a services contract the contract documents may indicate the period of services sought, and may include provisions for renewal.

If this is a contract for the sale of goods, the bid may include the bidder's proposal for how soon products may be delivered and for how long the bind price will remain available.

The commencement or performance of this contract may be delayed due to events which are not the contractor's responsibility. In such event the contractor shall be entitled to an extension of time but no monetary compensation.

Nondiscrimination Clause

The bidder is required to comply with all provisions of the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972, Executive Orders 11246, 11375, 11478 and if applicable, the Connecticut Fair Employment Practice Law.

Pursuant to Conn. Gen. Stat. Sect. 4a-60, the contractor agrees and warrants that in the performance of the contract, the contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to, blindness, unless it is shown by the contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Connecticut Commission on Human Rights and Opportunities; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of section 4a-60 and section 46a-68e and 6a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and

accounts concerning the employment practices and procedures of the contractor as related to the provisions of this section and section 46a-56.

If this is a construction contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials.

Indemnification

To the greatest extent permitted by law, the bidder agrees to defend, indemnify and save harmless STONINGTON PUBLIC SCHOOLS and each of its respective Boards of Education, their agents and employees from and against all claims, demands, damages, workers compensation payments, or other loss or expense, including costs and attorney's fees, arising out of or resulting from the performance of this contract, including any bodily injury, including death at any time resulting there from, sustained by any person or persons (including employees of the contractor or any person or persons (including employees of the contractor or any subcontractor) or on account of damage to the property of any person, including the loss caused in any degree by the negligence of STONINGTON PUBLIC SCHOOLS, the respective Board of Education, their agents and employees or otherwise. The existence of insurance shall in no way limit the scope of this indemnification.

Orders

Upon award and issuance of a purchase order by the Owner no changes or modifications to this order shall be allowed unless such change is authorized by the Director of Finance of Stonington Public Schools.

INSURANCE REQUIREMENTS CHART

Comprehensive General Liability	Bodily Injury $1,000,000 each person	Property Damage $3,000,000 each occurrence
Comprehensive Auto Liability	Bodily Injury $1,000,000 Each person	Property Damage $3,000,000 each occurrence
Worker's Compensation	Statutory	
Employer's Liability	Each Occurrence $500,000	

Asbestos abatement companies are required to provide an asbestos abatement liability policy in the amount of $1,000,000. This is in addition to the above requirements.

THE CONTRACTOR MUST NAME ALL STONINGTON PUBLIC SCHOOLS BOARDS OF EDUCATION AS ADDITIONAL INSUREDS ON ALL CERTIFICATES. CONTRACTOR MUST MAINTAIN COVERAGE FOR DURATION OF THE CONTRACT.

NOTE: By bidding on this contract the vendor agrees that any or all past clients may be contacted by STONINGTON PUBLIC SCHOOLS. The vendors bidding on this contract also agree to release and discharge by bidding on this contract for the vendor him/herself, his/her heirs executors administrators and assigns, release acquit and forever discharge STONINGTON PUBLIC SCHOOLS, their Board of Education and all employees and any or all other persons, firms and corporations of and from any and all actions, causes of actions, claims or demands for damages, costs, loss of services, expenses, compensation, consequential damage or any other thing whatsoever, on account of, or in any way growing out of any former client contacted by STONINGTON PUBLIC SCHOOLS to obtain an opinion regarding any work performed by your company. The above release shall also include and apply to any former client contacted.

Sincerely,

Gary J. Shettle

Gary J. Shettle

Director of Finance
Stonington Public Schools

GENERAL CONDITIONS

Site Visit and Review of Specifications

Bidders should contact Mr. Peter Anderson if they need to view the site. Mr. Anderson contact information is on page one.

Additionally, bidders are responsible for reviewing the specifications and for determining any changes required for a complete, functional, code-compliant system. Prior to submission of the bid, the contractor shall in writing notify the owner of any materials or apparatus believed inadequate or unsuitable, in violation of codes, laws, or ordinances, rules or regulations of authorities having jurisdiction, and any necessary equipment, items or work missing in this specification which shall prevent the system from operating properly. In absence of such written notice, it is mutually agreed that the contractor has included, in the submitted bid, the cost for all the required items to make the specified system work properly and that no extra compensation will be owed to the Contractor. Submittal of a bid is an agreement to all requirements of the contract documents, and no consideration will be granted for any claimed misunderstandingthereof.

Code Compliance

All work shall be in strict accordance with all applicable City and State Codes, rules and regulations.

Statement of Work Requirements

The work under this specification shall include but not be limited to furnishing all labor, materials, equipment, and services necessary to install the roof ladders and guy wires.

Where additional measures are required to complete the work, the contractor is deemed to have made an allowance in the bid for the completion of such work, consistent with adjoining or similar details and/or the best accepted practices of the trade, whichever is more expensive. All materials shall be new and shall be of recognized first class commercial quality. All labor being provided on this project shall be performed by workmen who regularly perform this specific type of work and they shall be licensed where required.

Disputes

Any questions or disagreements arising as to the true intent of this specification or the kind and quality of work required thereby shall be decided by the owner, whose interpretations thereof shall be final, conclusive, and binding on all parties. In case of disagreement with the specifications, or within either document itself, the better quality, greater quantity or more costly work shall be included in the contract price. Equipment and materials shall be purchased in accordance with field measurements and in coordination with the work of other trades and after review of the plans and specifications.

Substitutions

No substitution of specified equipment or materials shall be allowed without prior written approval of the owner. Any request for substitutions must be made, in writing, as follows:

Requests shall be made before any work starts. The contractor making the request for the substitution shall be responsible for providing all technical data sheets associated with the substitution.

If the Contractor makes any substitutions or changes to the work, without prior written approval, then, at the Owner's option, the substituted equipment shall be removed and replaced with the specified equipment, or payment to the Contractor shall be reduced accordingly.

Permits

Prior to commencement of any work, Contractor is required to file and obtain all permits and at completion of work shall provide all required signoffs from all agencies having jurisdiction over the work specified herein. The Contractor shall be responsible for payments of all fees necessary to obtain required permits and sign-offs. **The owner will request to the Town of Stonington that any fees for the permit be waived.**

Insurance

Before beginning any work, the Contractor shall provide the Insurance Document as outlined in a previous section entitled "INSURANCE REQUIREMENTS CHART".

Period bid is in effect

Contractor shall guarantee bid price for 60 days after submission of bid.

Filing

Contractor shall file the work, as applicable with the agencies/departments of the Town of Stonington having jurisdiction, under the current codes and regulations of same, and copies shall be provided to Owner upon filing.

STONINGTON PUBLIC SCHOOLS

TWO COMPLETED BID FORMS, PAGES FIFTEEN (15) THROUGH NINETEEN (19) MUST BE RETURNED WITH THE BID,

BID

All bids must be made on this form. To be responsive this bid must be properly executed, accompanied by the appropriate bid security, and accompanied by any additional bid sheets required by the contract documents.

The undersigned acknowledges that it has carefully examined all of the contract documents bound in with this bid, including any addenda, has participated in any site visit and is familiar with any factors which may affect this contract, and offers to perform, in strict conformity with each and every provision of the contract at the prices set forth in this bid and within the period of time specified for completion in the contract documents. **This offer shall be irrevocable for a period of 60 days.**

By submission of this bid, the undersigned and each person signing on behalf of the undersigned certifies, under penalty of perjury, that: (a) the prices in this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; (b) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the undersigned and will not knowingly be disclosed by the undersigned prior to opening, directly or indirectly to any other bidder or to any competitor; (c) no attempt has been or will be made by the undersigned to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

NOTE: By bidding on this contract the vendor agrees that any or all past clients may be contacted by STONINGTON PUBLIC SCHOOLS. The vendors bidding on this contract also agree to release and discharge by bidding on this contract for the vendor him/herself, his/her heirs executors administrators and assigns, release acquit and forever discharge STONINGTON PUBLIC SCHOOLS, the Board of Education and all employees and any or all other persons, firms and corporations of and from any and all actions, causes of actions, claims or demands for damages, costs, loss of services, expenses, compensation, consequential damage or any other thing whatsoever, on account of, or in any way growing out of any former client contacted by STONINGTON PUBLIC SCHOOLS to obtain an opinion regarding any work performed by your company. The above release shall also include and apply to any former client contacted.

COMPLETED BID FORMS MUST BE RETURNED

PROPOSAL FORM STONINGTON PUBLIC SCHOOLS

TWO COMPLETED PROPOSAL FORMS MUST BE RETURNED

Stonington High School Roof Ladders and guy wires
176 S. Broad St, Pawcatuck, CT 06379

TOTAL PRICE including all fees $_____

Exceptions to the specifications

1. _____
2. _____
3. _____

IN WITNESS WHEREOF, the undersigned has caused this Bid to be signed and delivered as of the date bids are opened by the Owner.

NAME OF BIDDER_____
(Exact Name of Individual, Firm or Corporation)

Signature of Officer_____

Typed Name and Title of Officer _____

Address _____

Telephone_____

Fax_____

CERTIFICATE IF BIDDER IS A CORPORATION

I, the undersigned, as Secretary to the corporation submitting the foregoing bid, hereby certify that under and pursuant to the by-laws and resolutions of said corporation, each officer who has signed such bid on behalf of the corporation, including the foregoing assurance of irrevocability, is fully and completely authorized so to do.

_____
(Typed Name)
Secretary

NO BID RESPONSE FORM

CONTRACTOR NAME:

CONTRACTOR ADDRESS:

CONTRACTOR CITY, STATE AND ZIP CODE

CONTRACTOR TELEPHONE: CONTRACTOR FAX:

BID CONTRACT NAME

REASONS FOR NOT BIDDING ON THE REFERENCED CONTRACT:
(Check all that apply)

_____1. Contractor acquired plans as a potential subcontractor only.
_____2. Size of this contract is not within the interest of contractor.
_____3. Contractor had an insufficient amount of time to prepare bid. (Please give the date that the Contractor acquired plans and specifications and any other pertinent information.)
_____4. Contract work not within the specialty of the Contractor. (Please cite Contractor's area of specialty.)
_____5. Other. (Please explain in comment section below.)

COMMENTS (Please use additional sheets if necessary):

_____ _____
Signature Title

FAILURE TO COMPLETE AND RETURN THIS FORM IN A TIMELY MANNER MAY RESULT IN THE REMOVAL OF THE CONTRACTOR'S NAME FROM STONINGTON PUBLIC SCHOOLS' SOLICITATION LIST.

Plans and Specification can be found on the Stonington Public Schools website at;