

INVITATION TO BID

REGIONAL SCHOOL DISTRICT #16  
30 COER ROAD  
PROSPECT, CONNECTICUT 06712  
MAY 24, 2019

SEALED PROPOSAL WILL BE RECEIVED FOR  
ATHLETIC FIELD SIDEWALK CONSTRUCTION SERVICES AT WOODLAND REGIONAL  
HIGH SCHOOL IN BEACON FALLS, CT  
ANY INQUIRIES CONCERNING THE SPECIFICATIONS SHOULD BE DIRECTED TO:  
DIRECTOR OF FACILITIES (203) 758-6671

BID DOCUMENTS CAN BE DOWNLOADED FROM REGION #16 WEBSITE:  
[WWW.REGION16CT.ORG](http://WWW.REGION16CT.ORG)

**THERE WILL AN OPTIONAL PRE-BID WALKTHROUGH AT THE SITE ON WEDNESDAY  
MAY 29th 2019 AT 10:00 A .M.**

SEALED PROPOSALS MARKED "ATHLETIC FIELD SIDEWALK  
CONSTRUCTION/WOODLAND HIGH SCHOOL" MUST BE RECEIVED IN THE BUSINESS  
OFFICE NO LATER THAN  
**12:00 PM FRIDAY MAY 31st 2019**

BIDS SHALL BE OPENED AND PUBLICLY READ AT THAT TIME.

FACSIMILES OR EMAIL BID RESPONSES WILL NOT BE ACCEPTED.

## **Regional School District #16**

### **BID TERMS AND CONDITIONS**

1. **INTRODUCTION:** Regional School District # 16 (the "District") is seeking bids to reconstruct a portion of the athletic field sidewalks at Woodland High School located at 135 Back Rimmon Road, Beacon Falls, CT 06403.

This invitation to Bid will be publicly advertised.

### **2. PROPOSALS AND DUE DATE:**

2.1 Sealed bids marked " Athletic Field Sidewalk Reconstruction" must be received in the Business Office by 12:00 p.m. on Friday May 31st, 2019. Bids shall be opened and publicly read at that time.

2.2 It is the intention of the Business Manager to select a Vendor to provide these services based on factors which include the comprehensiveness and quality of the proposal, the experience of the Vendor, the costs submitted by the Vendor, and factors which, in the opinion of the Business Manager, will lead to efficient, cost effective, and well maintained facilities. Price in and of itself will not necessarily be the deciding factor in awarding the contract. Notwithstanding the forgoing, the Business Manager may award the contract to the lowest responsible bidder, but reserves the right to reject any and all bids, or parts thereof, or to waive irregularities as deemed by the Business Manager to be in the best interest of the District.

2.3 The Board of Education, through Regional School District Business office, will award this contract to the bidder that meets the specified qualifications and that, amongst those bidders meeting the specified qualifications, offers the "lowest responsible bid".

2.4 Bid proposals and signed specifications shall be submitted to: Business Manager, Regional School District #16 30 Coer Road Prospect, CT 06712

### **3. INSTRUCTION TO BIDDERS**

3.1 All bids submitted must be in **SEALED ENVELOPES** and must be notated with "***Athletic Field Sidewalk Reconstruction***" on the face of the envelope to be considered. Bidders not marking the envelopes will have no recourse against any Board member and/or its employees for the failure of the bid to be considered. Amendments to or withdrawal of any section of the submitted bid received later than the time and date set for the bid opening will not be considered. Bids received later than the time and date specified will not be considered.

3.2 Facsimile Transmissions- Submission of this bid or any portion of this bid and/or any documents relating to this bid by means of Facsimile Transmission (fax machine) is unacceptable and will not be considered in the bid process.

3.3 No oral agreement made by a bidder or contractor with any agency or employee of the Board or the District will be binding upon the Board or the District and such oral agreement will be disregarded.

3.4 Request for interpretation of any portion of the bid may be made by telephone to the Board's Business Manager at (203) 758-6671. All replies will be given via email with an emailed copy of such inquiry and reply provided to each prospective bidder.

3.5 The Board is exempt from the payment of taxes imposed by Federal Government and/or the State of Connecticut. Such taxes should not be included in the bid price.

3.6 In the event of receipt of identical bids as to offerings, delivery, service, content, price, etc. from two or more different bidders, the contract will be awarded in accordance with information contained in the bid documents, based on first received as to date and time of receipt of the bid.

3.7 For bids to be considered, the attached Non Collusive Bid Statement must be completed and submitted with the bid.

#### **4 SCOPE OF WORK**

4.1 Regional School District #16 is looking for qualified bidders to provide labor and material to perform the following work located at 135 Back Rimmon Road, Beacon Falls, CT. 06403

##### **4.2 Rip Up, Remove, and Pour Concrete Sidewalk**

- Rip up existing asphalt sidewalk and curbing adjacent to parking lot and haul off site, approximately 2578 s.f. of sidewalk and 40 l.f. of curbing
- Excavate and prep base with necessary process and wire reinforcing mesh for sidewalk
- Excavate and prep for 40 l.f. of new concrete curbing 18" deep
- Form and pour new concrete sidewalk approximately 2578 s.f.
- Form and pour or install precast concrete curbing approximately 40 s.f

4.3 All handicapped ramps and detectable warnings must be replaced in existing locations

4.4 Work will commence on or about June 13th 2019 and shall be completed no later than June 28th 2019

#### 5. WORK CONTRACT PROVISIONS:

The paragraphs listed below are informational only; bidders are advised that any bidder awarded a contract shall be subject to these conditions. This list is not meant to be comprehensive or all inclusive. The District reserves its rights to add to or otherwise alter these conditions at its sole discretion.

5.1. Proof of Insurance - Original, completed Certificates of Insurance shall be presented to Regional School District 16 prior to contract issuance. Provider agrees to provide replacement/renewal certificates at least 60 days prior to the expiration date of the policies.

5.1.1 Insurance Requirements - Provider shall agree to maintain in force at all times during the contract the following minimum coverage and shall name Regional School District 16 as an Additional Insured on a primary and noncontributory basis to all policies except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's Rating of "A-" VIII. In addition, all Carriers are subject to approval by the Regional School District 16.

(Minimum Limits) General Liability Each Occurrence  
\$1,000,000 General Aggregate \$2,000,000 Products/Completed Operations Aggregate  
\$2,000,000 Auto Liability Combined Single Limit Each Accident \$1,000,000

Umbrella Each Occurrence \$1,000,000 (Excess Liability) Aggregate \$1,000,000

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

5.1.2 Workers' Compensation Insurance for all the employees employed on said Work shall be maintained in accordance with Connecticut's Workers' Compensation Act. In case any class of employees engaged in hazardous Work under the contract at the site of the Work is not protected under the Workers' Compensation Act, the contractor shall provide Workers' Compensation Insurance for the protection of its employees not otherwise protected. 8.2 Occupational Safety and Health Act of 1970- Contractor shall warrant that the machinery, equipment or other materials used in the performance of the services under the contract shall

be in compliance with the standards required by the Occupational Safety and Health Act of 1970 (and all amendments thereto) 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 such use.

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

5.4 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 contractor to comply with all federal, state and local regulations then in effect including but not limited to the provisions of the Hazardous Materials Transportation Act and Regulations promulgated there under and will further comply with any special requirements and any policies and procedures of the Board relating to the purchase of hazardous materials as might be noted on subsequent purchase orders or otherwise communicated to contractor in writing.

## **6. STIPULATIONS**

6.1 A contract issued as the result of a bid shall not be considered exclusive. The District reserves the right to contract with other vendors for similar services when deemed appropriate.

6.2 The District maintains the right to withhold payment for unsatisfactory materials and/or workmanship until such time that the defect is corrected. If the defect is not satisfactorily remediated within 60 days, the District may elect to have the remediation done by an alternate vendor and subtract the cost from the contractor's invoice. The District also reserves the right to deduct from the contractor's billing any costs incurred as a result of inferior or unsatisfactory materials and/or workmanship.

6.3 The District reserves the right to cancel the contract at any time, for any or no reason, with no cost to the District. If the cancellation is for inadequate performance, then the cancellation shall be immediate. If the cancellation is for budgetary considerations or is based upon the discretionary right of the District then the cancellation shall be upon thirty (30) days written notice.

6.4 The District reserves the right not to award the continuation of a multiple year bid. The award of each year's contract is contingent upon adoption and approval of budgetary funds for this purpose.

7. DISPUTE RESOLUTION Any controversy or disputes arising under this contract shall be litigated in a court of competent jurisdiction in the State of Connecticut or, as determined by

the District, be first subject to mediation. The District will have the option to choose the forum. If the matter is brought in a court of competent jurisdiction, the prevailing party shall be entitled to court costs and reasonable attorney's fees. The District specifically does not agree to be a party to any arbitration proceedings.

8. CHOICE OF LAW If any controversy between the parties arise Connecticut law will apply and the contract will be interpreted and governed by the laws of the State of Connecticut (excluding its choice of law rules).

#### EXHIBIT A

#### REGIONAL SCHOOL DISTRICT NO. 16 OFFICIAL BID FORM

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Name of Primary Contact: \_\_\_\_\_

Phone Number of Primary Contact: \_\_\_\_\_

Email Address of Primary Contact: \_\_\_\_\_

The undersigned \_\_\_\_\_, doing business in the District Towns of Prospect and Beacon Falls, submits herewith, in conformity with the general terms and conditions and specifications for the above mentioned public bid, the following proposal for: Parking Lot Paving, Regional School District #16

REGIONAL SCHOOL DISTRICT NO. 16

NON COLLUSIVE BID STATEMENT

The undersigned bidder, having fully informed himself regarding the accuracy of the statements made herein, certifies that:

1. The bid has been arrived at by the bidder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or services described in the invitation to bid , designed to limit independent bidding or competition, and
2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid and will not be communicated to any such person prior to the official opening of the bid.

The undersigned bidder further certifies that this statement is executed for the purpose of inducing the Board to consider the bid and make an award in accordance therewith.

Legal Name of Business:

\_\_\_\_\_  
Person Authorized to Sign for Company:

\_\_\_\_\_  
Signature of Authorized Person:

\_\_\_\_\_  
Date: \_\_\_\_\_