

**Redding Board of Education
Redding, Connecticut**

REQUEST FOR PROPOSALS

TO

**Resurface Existing Basketball Area/Playground
at Redding Elementary School**

May 13, 2022

REDDING BOARD OF EDUCATION

INSTRUCTIONS TO BIDDERS

1. INTRODUCTION

The Redding Board of Education (the “BOE”) is inviting qualified contractors to submit bids to Resurface the Existing Basketball Area/Playground for the Redding Elementary School located at 33 Lonetown Road, Redding, Connecticut (the “Project”). The Project is described in more detail in Section 4 of these Instructions to Bidders (these “Instructions”). These Instructions, together with the Schedules hereto, are part of the Bidding Documents.

This opportunity has been publically advertised through the Invitation to Bid attached as Schedule E. The Project will be awarded to the bidder, determined and selected by the BOE in the manner described in Section 8 of these Instructions.

The BOE reserves the right to amend or withdraw this Invitation to Bid and these Instructions to Bidders for any reason (including, but not limited to, the failure of the BOE to approve the Project by vote at referendum or the lack of funding for the Project), to accept or reject any or all proposals, and to waive any informalities or non-material deficiencies in any proposal. In the event that the Project is defeated at referendum, unless otherwise instructed by the District, the Request for Proposals shall be deemed withdrawn and canceled in its entirety. Any bid may be withdrawn prior to the scheduled time for bid opening. Any bid received after the time and date specified shall not be considered.

2. SCHEDULE

2.01 Notice to be provided via email to: jmckinnon@er9.org; spetruzzelli@er9.org by May 16, 2022 if you wish to attend the pre-bid tour scheduled for May 18, 2022

2.02 Pre-bid site tour at Redding Elementary School, 33 Lonetown Road, Redding, CT. 06896. Bidders should plan to meet in the rear parking lot on May 18 at 9:00am, near the proposed access road as demonstrated in Figure 1.

2.03 All Requests for Information must be received no later than **5:00 P.M. on May 20, 2022** to jmckinnon@er9.org; spetruzzelli@er9.org. Requests for Information and the BOE’s responses thereto will be posted on May 25, 2022

2.04 Addenda will be issued no later than **5:00 P.M. on May 25, 2022**.

2.05 The BOE will accept bids until **3:00 P.M. on May 30, 2022** (the “**Bid Deadline**”) at which time the BOE will open the bids publically.

2.06 The BOE intends to award the Contract on or around **June 7 2022** and to issue a notice to proceed shortly thereafter.

2.07 The Substantial Completion Date for the Project will be no later than seven (7) days following the start of the Project.

3. CONTENTS OF BIDS

3.01 Bids must include the following:

- Bidders should submit two (2) original fully executed versions of the Bid Form attached hereto as Schedule A.
- Each of the items listed on Schedule B.
- A list of the names and addresses of proposed subcontractors that will perform any part of the work for the Project on behalf of the Bidder. The BOE reserves the right to reject any or all proposed subcontractors. In the event the BOE so rejects any or all subcontractors proposed by a Bidder, such Bidder may, notwithstanding anything to the contrary in these Instructions, withdraw its Bid without penalty. The BOE hereby reserves the right to allow a Bidder whose subcontractor or subcontractors are rejected hereunder, to re-submit a Bid with subcontractors acceptable to the BOE.

3.02 Please note the Selection Process described in Section 7 of these Instructions.

3.03 The BOE is tax exempt. The sales or use tax on materials or supplies exempted by regulations of the Connecticut Department of Revenue Services shall not be included as part of a Bid or Contract Sum.

4. SCOPE OF THE WORK

4.01 The Scope of the Work for the Project is described on Schedule C.

5. ADDENDA/INTERPRETATIONS/SUBSTITUTIONS

5.02 Interpretations

- Bidders requiring clarification or interpretation of the Bid Documents shall make a written request to the BOE.

5.03 Substitutions

- The materials, products and equipment described in the Bid Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.
- Requests for substitutions shall be made to the BOE and shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the Bidder.

5.04 Addenda

- Interpretations, corrections and changes of the Bid Documents, and substitutions, made in any manner other than an Addendum will not be binding, and Bidders shall not rely upon them.

- Addenda will be posted on the following website www.er9.org

6. DELIVERY OF BIDS

6.01 Bids must be delivered in sealed envelopes clearly marked with the **name and address of the Bidder** and the words “**Response to RFP to Resurface Existing Basketball Area/Playground at Redding Elementary School, Bid # 22-1, Bid Opening 3:00 P.M. May 30, 2022**” to the Central Office at 654 Morehouse Road, Easton CT by the Bid Deadline.

6.02 Bids must contain the items described in Section 3 of these Instructions.

7. SELECTION PROCESS

7.01 Bids will be opened publically on May 30, 2022 at 3:00 P.M. No Bidder may withdraw a Bid within 30 days after the actual date that the bids are opened.

7.02 The BOE will be responsible for evaluating the bids and for the selection of the Contract awardee. The evaluation criteria shall include (i) the quality of the Bidder’s references, (ii) the quality of the materials to be supplied, (iii) the conformity of the materials to be supplied with the specifications, and (iv) the suitability of the materials to be supplied with the requirements of the school system, and (v) the delivery terms. The Superintendent will award the Contract to the bidder the Superintendent believes to offer the best combination of price and quality. The Superintendent is not required to award the Contract to the lowest bidder and this section process may result in the award of the Contract to other than the lowest bidder.

7.03 Any Bid not including the attendant submissions required hereunder shall be considered unresponsive and may be rejected by the BOE.

7.04 The BOE also reserves the right to negotiate further with one or more of the bidders as to any features of their Bids and to accept modifications and clarifications of the Bid when such action will be in the best interests of the BOE.

7.05 Bidders whose Bids are deemed unacceptable will be notified promptly.

8. THE CONTRACT

8.01 The BOE plans to use a contract that is mutually acceptable to the Contractor and the BOE

8.02 Please refer to Schedule C for the insurance requirements.

9. INSURANCE REQUIREMENTS

9.01 The insurance requirements to be met by the successful Contractor are set forth on Schedule D to this RFP.

10. FURTHER INFORMATION

10.01 NONDISCRIMINATION

- The BOE prohibits harassment and discrimination on the basis of race, color, religious creed, age, marital status, military or veteran status, national origin, sex, ancestry, sexual orientation, or past or present physical or mental disability in accordance with Titles VI, VII of the Civil Rights Act of 1964, Title IX of the Education Amendments Act of 1973; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1991; and applicable state laws.
- As part of its Proposal submission each Contractor shall submit the signed Statement of Policy attached hereto as Schedule F confirming the Contractor's equal opportunity policies.

10.02 BACKGROUND CHECK REQUIREMENTS AND STUDENT SAFETY

- The successful Contractor will be required to comply with all applicable laws including, without limitation, the requirements set forth on Schedule G hereto.

SCHEDULES TO THESE INSTRUCTIONS:

- Schedule A:** Bid Proposal Form
- Schedule B:** Submission Requirements/Qualifications
- Schedule C:** Scope of the Work and Bid Documents
- Schedule D:** Insurance
- Schedule E:** Invitation to Bid
- Schedule F:** Equal Opportunity Policies
- Schedule G:** Background Checks

Schedule A

Bid Proposal Form

**Redding Board of Education
Redding, Connecticut**

Project: **Resurface Existing Basketball Area/Playground at Redding Elementary School**

The undersigned hereby proposes and agrees to fully perform the work for the Project within the time stated in the Instructions to Bidders and in accordance with the Bid Documents, for the following sums of money: _____

Base Bid Items: All labor, materials, services, and equipment necessary for completion of the work for the Project as described in Bid Documents and the Instructions to Bidders which shall include, without limitation, all other components of the work described in the Bid Documents.

Base Bid in the amount of _____ Dollars
(\$ _____)

<u>Unit Prices:</u>	Unit	Unit Price
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Names of Subcontractors to be utilized on the Project:

The undersigned agrees and warrants that if selected as contract awardee for the Project, undersigned shall, within thirty (30) days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the BOE, execute a contract in accordance with the terms of the general bid.

Under penalty of perjury, the undersigned declares that no person or persons other than members of Bidder's own organization are interested in the Project or in the Contract proposed to be awarded; that the submission is made without any connection with any other person or persons making a proposal for the same services and is in all respects fair and without collusion or fraud; that no persons acting for or employed by the BOE is directly or indirectly interested therein, or in the supplies or works to which it relates or will receive any part of the profit or any commission therefrom in any manner which is unethical or contrary to the best interests of the BOE.

Receipt of Addenda Acknowledged:

	Signature
Addendum No. 1 dated _____, 2021	_____
Addendum No. 2 dated _____, 2021	_____
Addendum No. 3 dated _____, 2021	_____

If BIDDER is:

An Individual

By _____ (SEAL)
(Individual's Name)

doing business as _____

Business address: _____

Phone No.: _____

A Partnership

By _____ (SEAL)
(Firm Name)

(general partner)

Business address: _____

Phone No.: _____

A Corporation or Limited Liability Company

By _____ (SEAL)
(Corporation or Company Name)

(state of organization)

By _____ (SEAL)
(name of person authorized to sign)

(Title)

Business address: _____

Phone No.: _____

Email Address: _____

Schedule B

Submission Requirements/Qualifications

1. The firm background or profile.
2. A statement of experience. The firm must show they have the experience, personnel expertise and flexibility to complete the project.
3. A description of how this project will be scheduled with the time required for each stage of work.
4. The Contractor must provide at least 3 references of similar size and scope; preferences may be given to work performed at school facilities.
5. Licenses and Permits. The Contractor certifies that, throughout the Contract term, it shall have and provide proof of all approvals, permits and licenses required by Region 12 and/or any state or federal authority. The successful Contractor shall immediately and in writing notify Region 12 of the loss or suspension of any such approval, permit or license.

Schedule C

Scope of the Work

Background and Purpose

The Town of Redding and the Redding Board of Education is seeking to reclaim and resurface the existing basketball court/playground at Redding Elementary School. In addition, we wish to provide a new access road from the adjacent parking lot to the basketball court/playground. Please view Figure 1 for an overview of the sight and location of the area described above.

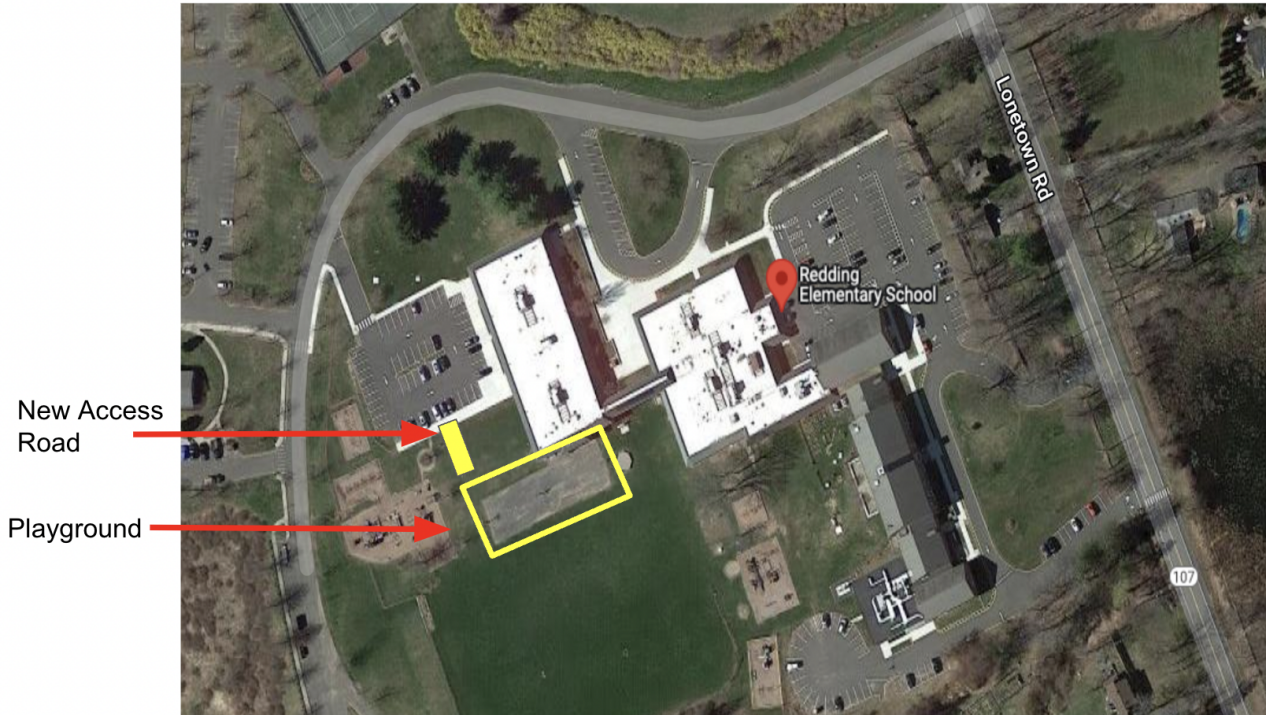


Figure 1 Location of the basketball court/playground and access road.

Scope of Work

The contractor shall provide all labor, materials and equipment to perform the work described below (Figure 2). The project should be started and completed during summer vacation so as to not interfere with school operations. As a result, the project shall commence no earlier than June 22, 2022 and no later than August 16, 2022. The duration of the project shall not exceed seven days.

The existing basketball court/playground area is approximately 7,500 square feet:

- The existing asphalt shall be reclaimed to a minimum 6 inch mixing depth
- The area shall be fine grained and compacted with a vibratory roller
- The area shall be paved with class #1 asphalt binder course to a depth of 1.5 inches and class #2 asphalt finish course to a depth of 1.5 inches, for a total of 3 inches of compacted asphalt

The new access road from the parking lot to the basketball court/playground area is approximately 990 square feet. The road should be installed (Figure 1) and aligned to the existing gate:

- The existing grass and organic matter shall be excavated to accommodate 6 inches of base material and 3 inches of asphalt
- The excavated material shall be stockpiled on site to be used as backfill for the new asphalt areas
- The process gravel shall be installed (approximately 36 tons), graded and compacted with a vibratory roller
- The area shall be paved with class #1 asphalt binder course to a depth of 1.5 inches and class #2 asphalt finish course to a depth of 1.5 inches, for a total of 3 inches of compacted asphalt

Backfill, grade and seed all new asphalt areas:

- The excavated material, and new topsoil as necessary, shall be used to backfill the edges of the new asphalt and blend the grade into the existing lawn areas
- Seed and hay shall be spread on the soil and all areas of the existing lawn that are disturbed during construction
- Excess excavated material and all other construction debris shall be removed from the site

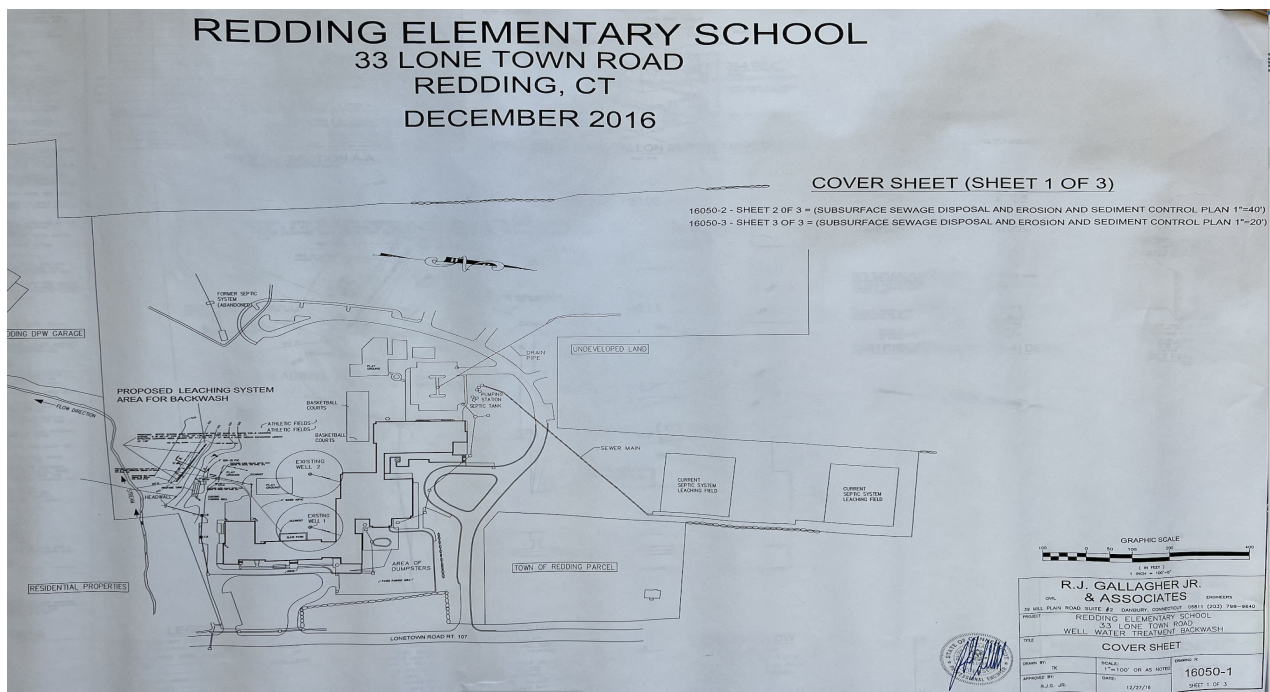


Figure 2 Drawing #16050-1 Existing Condition

Bid Timeline, Site Tour and Proposal Submission

Event	Date/Time
Pre-bid confirmation to attend site tour. Please inform us via email if you wish to attend the pre-bid tour.	May 16, 2022
Pre-bid site tour at Redding Elementary School 33 Lonetown Rd, Redding, CT 06896	May 18, 2022 at 9am
All Requests for Information must be received no later than 5:00 P.M. on May 15, 2022 to jmckinnon@er9.org ; spetruzzelli@er9.org . Requests for Information and the BOE's responses thereto will be posted on May 17, 2022	May 20, 2022 Questions can be asked May 25, 2022 Responses will be provided
Proposals should be received by and opened at Central Office 654 Morehouse Road, Easton CT	May 30, 2022 at 3pm
Project Timeline	June 22 - August 16, 2022

Schedule D

Insurance

INSURANCE REQUIREMENTS

The successful contractor will be required to purchase from and maintain, for the life of the contract, from a company or companies with an A.M/Best rating of A- (VII) or better, such insurance as will protect the Redding BOE from claims set forth below which may arise out of or result from the contractor's obligation under the Contract, whether such obligation is the contractor's or a subcontractor or any person or entity directly or indirectly employed by them.

Worker's Compensation

Contractor shall purchase statutory workers compensation insurance required by law with employer's liability limits for at least the amounts of liability for bodily injury by accident of \$200,000.

General Liability Insurance

Contractor shall provide commercial general liability insurance policy with an edition of 1986 or later including products and complete operations. Limits should be at least: Bodily injury and property with an occurrence limit of \$500,000; Personal & advertising injury limit of \$500,000 per occurrence; General aggregate limit of \$1,000,000 (other than products and completed operations); Products and completed operations aggregate limit of \$1,000,000. Coverage will continue three years after the completion of the work, and an extended reporting period of three years post termination of agreement is required for any policy/coverage written on claims made policy.

The policy shall name the Redding BOE as an additional insured and include ISO Form CG2010 (07/04) and CG 2037 (07/04).

Such coverage will be provided on an occurrence basis, and will be primary, and shall not contribute in any way to any insurance or self-insured retention carried by Redding BOE.

All policies shall contain a waiver of subrogation in favor of the Redding BOE, including worker's compensation.

Such coverage shall contain a broad form contractual liability endorsement or wording within the policy form to comply with the hold harmless and indemnity provision of the contract.

A per project aggregate limit of liability endorsement shall apply for any construction contract.

Deductible and self-insured retentions shall be declared and are subject to approval by the Redding BOE.

Commercial Automobile Insurance

Contractor shall provide commercial automobile insurance for any leased and owned autos (symbol 1 or equivalent) in the amount of \$500,000 each accident covering bodily injury and property damage on a combined single limit basis. Such coverage shall also include hired and non-owned automobile coverage. Policy shall name the Redding BOE as an additional insured.

Umbrella Liability Insurance

Contractor shall provide an umbrella or excess liability policy (without restriction or limitation). Such policy shall contain limits of liability in the amount of \$1,000,000 each occurrence and \$2,000,000 in the aggregate.

As to the insurance required, the insurer(s) and/or their authorized agents shall provide the Redding BOE certificates of insurance prior to execution of the agreement by the Redding BOE describing said coverage.

All policies shall be primary and noncontributory. All policies, except workers compensation, require the Redding BOE as additional insureds.

Any contractors/subcontractors engaged by the contractor are subject to these same insurance requirements.

Schedule E

Invitation to Bid

PUBLIC NOTICE

INVITATION TO BID
REDDING BOARD OF EDUCATION

The Redding Board of Education (“BOE”) is issuing an Invitation to Bid for the **Resurfacing of the Existing Basketball Area/Playground at the Redding Elementary School**, 33 Lonetown Road, Redding Connecticut.

Copies of the Bid Documents may be obtained commencing on May 13, 2022 at the location below:

ER9 Boards of Education
654 Morehouse Road
Easton, CT 06612
Contact: Dr. Jason McKinnon
Phone: 203-2612513

In the event of a conflict between the Bid Documents and this Notice, the terms of the Bid Documents shall govern.

Addenda will be published on the following website: www.er9.org; <https://portal.ct.gov/DAS/CTSource/CTSource>

The BOE reserves the right to waive errors in any bids, to reject any and/or all submissions, withdraw this Invitation to Bid and to accept other than the lowest bidder as determined by the BOE to be in the best interest of the BOE.

Bids should be delivered in a sealed envelope clearly marked in the manner described in the Bid Documents. All bids must be received by **3:00 P.M. on** May 30, 2022 at the BOE’s address listed in the bid documents. The Bid Documents contain a detailed scope of work and important deadlines and other bidding requirements.

Schedule F

EQUAL OPPORTUNITY

The Redding Board of Education is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment free of harassment, discrimination, or retaliation because of age, race, color, national origin, ancestry, religion, sex (including transgender status, gender identity or expression, sexual orientation, or civil union status), pregnancy (including childbirth, lactation and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed service member status, or any other status protected by federal, state, or local laws.

STATEMENT OF POLICY

It is the employment policy of [Name of Contractor] that there shall be no discrimination against anyone on the grounds of age, race, color, national origin, ancestry, religion, sex (including transgender status, gender identity or expression, sexual orientation, or civil union status), pregnancy (including childbirth, lactation and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed service member status, or any other status protected by federal, state, or local laws in the hiring, upgrading, demotions, recruitment, termination and selections for training.

Name of Contractor:

By: _____

Name:

Title:

Address:

Date:

Schedule G

PROHIBITED ACTIVITIES AND BACKGROUND CHECK REQUIREMENTS

Contractor shall comply with all applicable law including, without limitation, Connecticut General Statutes Section 10-222c, as applicable, and with the requirements set forth in this Schedule.

Interaction with School Community

The scope of the Work does not, and will not under any circumstances, require any contact with students or any other minors physically present in the facilities of, or the grounds surrounding, the school where the Project is located (the "School Grounds"). None of the Contractor, Subcontractors, Sub-subcontractor, or any of their respective employees, agents or representatives shall, under any circumstances, converse or interact in any manner, with students or any minors physically present on the School Grounds. None of the Contractor, Subcontractors, Sub-subcontractor, or any of their respective employees, agents or representatives shall interact with any adult members of the school community (including, without limitation, employees, officials, or visitors, including parents of students enrolled in the District's schools) with respect to the Project with the exception of the District's Designated Representative as provided in the Contract. All of the Contractor, Subcontractors, Sub-subcontractors, and their respective employees, agents or representatives shall, while on the School Grounds, refrain from use of vulgar language, obscene gestures, or any other behavior inappropriate for a school environment and/or property on which minor children are or may be present.

Background and Employment History Checks

To the extent permitted by law, the Contractor shall perform (or cause to be performed) as regards all of its employees, agents, and representatives (each, a "Contractor Employee"), and all of the employees, agents, and representatives of Subcontractors and Sub-subcontractors (each, a "Subcontractor Employee"), who will be physically present on the School Grounds in connection with the Project, appropriate background checks on all such Contractor Employees and Subcontractor Employees. Such background checks shall include, at a minimum and without limitation, a search of both the Connecticut Department of Emergency Services and Public Protection's sexual offender registry and the Abuse and Neglect Registry of the Connecticut Department of Children and Families. For those Contractor Employees and Subcontractor Employees who are to be physically present on the School Grounds in connection with the Project and whose current or most recent employment occurred out of state, the out- of-state equivalent of the Connecticut Department of Emergency Services and Public Protection's sexual offender registry and the Abuse and Neglect Registry of the Connecticut Department of Children and Families registry shall be checked. The Contractor shall complete (or cause to be completed) background checks as to each Contractor Employee and Subcontractor Employee prior to such Contractor Employee or Subcontractor Employee being permitted to be physically present on the School Grounds. If the Contractor receives any information indicating that any Contractor Employee or Subcontractor Employee may be registered as a sexual offender, may have a record of abuse or neglect, or is, in any other manner, unfit to perform services which could involve direct contact with minor children, or which may involve working in or near property on which minor children may be present, the Contractor shall immediately forward such information to the District, to the extent permitted by law, and shall immediately remove the individual from the School Grounds and from participation in the Project.

Contractor represents and warrants that, in its best professional judgment, each Contractor Employee and each Subcontractor Employee maintains the appropriate qualifications and is fit to perform services which could involve direct contact with minor children, or which may involve working in or near property on which minor children may be present. The Contractor shall immediately remove any Contractor Employee or Subcontractor Employee from the School Grounds and from the Project if requested to do so by the District (which request shall be made in the District's sole discretion) or if it becomes known to the Contractor that such Contractor Employee or Subcontractor Employee may be a danger to the health, safety or well-being of the school community, its

students, or any minor children. A request by the District to remove any Contractor Employee or Subcontractor Employee from the School Grounds and from the Project shall not constitute a breach of the Contract.

To the extent permitted by law, the Contractor agrees that upon the District's request, Contractor shall promptly provide the District with any documentation related to such compliance, including, without limitation, the results of the background and employment history checks required by this Schedule. Failure by the Contractor to comply with its obligations under this Schedule shall constitute a material breach of the Contract.

