

WESTPORT BOARD OF EDUCATION
110 MYRTLE AVENUE
WESTPORT, CT 06880
203 341-1002
SPECIFICATION COVER SHEET
BID # 19-008 BOE



ADA BATHROOM CONSTRUCTION – BEDFORD MIDDLE SCHOOL

VENDOR MUST ENCLOSE TWO COPIES OF THIS SPECIFICATION COVER SHEET AND TWO COPIES OF THE BID SPECIFICATIONS PRICING SHEETS WHEN RESPONDING TO THIS BID.

The Westport Board of Education (“Owner” or “WBOE”) reserves the right to reject any and all bids, or any part thereof, may waive informalities or minor defects in the Bids, or accept any proposal it deems to be in the best interest of the Board of Education and/or the Town of Westport (“Town”). The Westport Board of Education is exempt from the payment of Federal Excise Taxes and Connecticut Sales and Use Tax according to State Statute. Such taxes must not be included in bid prices nor added to any items specified.

INSTRUCTIONS ON BID DEADLINES AND REQUIREMENTS:

NAME OF BID: ADA BATHROOM CONSTRUCTION – BEDFORD MIDDLE SCHOOL
TYPE OF BID: Sealed BID BID # 19-008- BOE
BID CLOSURE DATE: Received Until: DATE: 01/29/2019 TIME: 11:00 A.M.

LOCATION TO FORWARD BID: Elio Longo, Chief Financial Officer
Westport Board of Education
110 Myrtle Avenue, Room 300
Westport, CT 06880

BID SECURITY: Bid Security Required _____% BID Security *Not* Required x
PREVAILING WAGE: Required _____ *Not* Required x

FORMS TO COMPLETE BID: Submit two copies of the Bid Specification Sheets and Proposals

Identify Name of BID and Number on Envelope:

ADA BATHROOM CONSTRUCTION – BEDFORD MIDDLE SCHOOL BID # 19-008-BOE

THERE WILL BE A MANDATORY WALK THROUGH ON 1/17/2019 AT 3:00 PM. AT BEDFORD MIDDLE SCHOOL 88 NORTH AVENUE WESTPORT, CT 06880.

LENGTH OF TIME PRICES WILL BE HONORED: 120 DAYS
START DATE: February 16, 2018
COMPLETION DATE: March 9, 2018

**WESTPORT PUBLIC SCHOOLS
ADA BATHROOM CONSTRUCTION
BEDFORD MIDDLE SCHOOL**

BID # 19-008- BOE

TABLE OF CONTENTS

SECTION	PAGE #
COVER SHEET	1
DRUG-FREE WORKPLACE CERTIFICATE	3
CONDITIONS FOR BIDDING	4
INSURANCE REQUIREMENTS	6
HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT	8
SCOPE OF WORK AND SPECIFICATIONS	9
BID FORM	11
EEOC COMPLIANCE	12
ADVERTISEMENT	13

DRUG-FREE PLACE CERTIFICATE

I hereby certify that this company:

1. Has a published statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the place and that this statement specifies the actions which will be taken against employees for violations of such prohibition.
2. Has a written policy informing employees about the dangers of drug abuse in the place, the firm's policy of maintaining a drug free place, any available counseling, rehabilitation, and employee assistance programs, and the penalties which may be imposed upon employees for drug abuse violations.
3. Each employee engaged in providing the commodities or contractual services which are being bid was given a copy of the statements specified in paragraphs 1 and 2, above.
4. In the statement specified in paragraph 1, the employees have been notified that, as a condition of working on the commodities or contractual services which are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of "guilty" or of "nolo contendere" to any violation of any controlled substance law of the United States or of any state, for a violation occurring in the place no later than five (5) days after such conviction or plea.
5. This firm will impose a sanction on or require the satisfactory participation in a drug abuse assistance program or a rehabilitation program, if such are available in the employee's community, by any employee who is so convicted.
6. This firm will make a good faith effort to continue to maintain a drug free place.

As the person authorized to sign this statement, I certify that this firm fully complies with the above requirements.

Signature: _____ *Date:* _____

Print Name: _____ *Telephone #:* _____ *Fax #:* _____

Company: _____ *Email:* _____

CONDITIONS FOR BIDDING

1. The Board of Education reserves the right to reject any bid if it is deemed to be in the best interests of the Town of Westport, Connecticut, Westport Board of Education and its students.
2. The Board of Education reserves the right to grant an award in total or for any part thereof for the items or services being bid. In addition, the Board of Education reserves the right to award this bid as a package in conjunction with other bids for similar services/supplies/equipment. The Board reserves the right to award with preference to State of Connecticut contract holders and/or local vendors.
3. The submission of a bid shall be conclusive evidence that the bidder has satisfied himself as to the requirements of the bid specifications and any controlling conditions which may exist.
4. Bidders may not withdraw their bid for a period of 120 days from the date of bid opening. The Board of Education and the bidder may mutually agree to extend the time limit.
5. In determining the ranking of responsible bidders, the Board of Education may consider, in addition to price, the quality, availability and type of items, the experience of the bidder, the sufficiency of the financial resources of the bidder and the reputation of the bidder for ability, integrity, judgment and performance, as well as the ability of the bidder to provide future service/supplies/equipment.
6. It is anticipated that the goods will be needed for the current school year, but the Board of Education reserves the right to cancel or alter this service because of enrollment changes, budget consideration or unforeseen circumstances which require a change.
7. All bid prices are to include the complete costs, which include inside delivery to each school or location with installation and assembly of same, if applicable, and training, if applicable. 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 building indicated. In no case will collect shipments or sidewalk deliveries be accepted. A packing slip shall be included in each shipment. All packages must be clearly marked as to content.
8. The Board of Education of the Town of Westport supports efforts to reduce the use of illegal drugs in the place. In instances where responsible prospective bidders submit identical tie bids, preference shall be given to the businesses with drug-free place programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the Board of Education for the procurement of commodities or contractual services which are bid, a bid received from a business which has certified that it has implemented a drug-free place program shall be given preference in the award process. The drug-free place program certification is attached and is to be submitted with the bid package by the bidder along with other bid documents in order to receive preference. This policy shall become effective in accordance with the provisions of the Charter of the Town of Westport regarding bidding procedure.
9. **ALTERNATIVES:** When proposing an alternate item, indicate the Brand and Model identification on the bid specification sheets. To have alternates considered, complete specifications and catalogues describing the product must accompany the bid. The Westport Board of Education reserves the right to request equipment samples on specific items.

10. **SUBSTITUTIONS:** Indicate on the Specification Sheet substitutions identified by name or catalogue number and the net difference in cost to the Westport Board of Education. Listed substitutions will be considered for approval only after the award of contract; the Board 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 determination shall be 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 Board.
11. **FORM AND STYLE OF BID:** All blanks on the Specification Form, except where otherwise requested, shall be filled in by typewriter or manually in ink.
12. **WARRANTIES:** Whenever an item or service is covered by a specified product or service warranty, such warranties must be submitted with the official bid or quotation specification sheets. All such warranties shall inure to the benefit of the Board.
See attached specification cover sheet to be used.
13. The "Contract" shall consist of these Specifications, any addenda thereto, and a Purchase Order to be issued by The Westport Public Schools.

ADA Bathroom construction working period shall start February 16, 2019 with completion date March 9, 2019, and must not disturb educational hours which are 8:00 am to 3:00 pm Monday to Friday; work must be performed after school hours and/or during the weekends, with the exception of the week between February 18th to February 22nd for February recess.

NOTE: By bidding on this contract the vendor agrees that any or all past clients may be contacted by the Westport School System. The vendors bidding on this contract also agree, for themselves, their heirs, executors, administrators, successors and assigns, to release, acquit and forever discharge the Westport School System, the Westport Board of Education, the Town of Westport, their officials, employees and representatives from and against 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 arising out of or relating to any former client of the bidder contacted by or on behalf of the Westport School System, the Westport Board of Education and/or the Town of Westport to obtain an opinion regarding any project or work performed by your company. The above release shall also include and apply to any former client contacted.

INSURANCE REQUIREMENTS

Vendors/Contractors/Users of Town Properties

The Vendor/Contractor/User of Town Property shall purchase and maintain for the life of the contract, from a company or companies with an A.M. Best rating of A- (VII) or better, insurance as required below. Such insurance will protect the WBOE and the Town from claims set forth below which may arise out of or result from the Vendor/Contractor/User of Town Property obligation under the contract, whether such obligations are those of the Vendor/Contractor/User of Town Property or those of a subcontractor or any person or entity directly or indirectly employed by said Vendor/Contractor/User of Town Property or by anyone for whose acts said Vendor/Contractor/User of Town Property may be liable.

A. Workers Compensation:

Vendor/Contractor/User of Town Property shall provide workers compensation insurance required by law with employers liability limits for at least the amounts of liability for bodily injury by accident of \$ 500,000 each accident and bodily injury by disease of \$500,000.including a waiver of subrogation. If the work is on the water, the Longshore and Harbor Workers Compensation Act coverage is required.

B. Commercial General Liability Insurance:

Vendor/Contractor/User of Town Property shall provide commercial general liability insurance policy with an edition date of 1986 or later including products and completed operations. Limits should be at least: Bodily injury & property damage with an occurrence limit of \$1,000,000: Personal & advertising injury limit of \$1,000,000 per occurrence: General aggregate limit of \$2,000,000 (other than products and completed operations): Products and completed operations aggregate limit of \$2,000,000. Coverage will continue three years after the completion of the work.

- The policy shall name WBOE and the Town as an additional insureds and include ISO Form CG 2010 (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 WBOE and/or the Town.
- The policy shall contain a waiver of liability in favor of the WBOE and the Town.
- 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 the approval of the WBOE and/or the Town.

C. Commercial Automobile Insurance:

Vendor/Contractor/User of Town Property shall provide commercial automobile insurance for any owned autos (symbol 1 or equivalent) in the amount of \$1,000,000 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 WBOE and the Town as additional insureds.

D. Umbrella or Excess Liability Insurance:

Vendor/Contractor/User of Town Property shall provide an umbrella or excess liability policy in excess (without restriction or limitation) of those limits and coverages described in items (A) through (C). Such policy shall contain limits of liability in the amount of \$5,000,000 each occurrence and \$5,000,000 in the aggregate.

E. Errors & Omissions Insurance:

If the agreement is for professional services, the Vendor/Contractor/User of Town Property shall provide errors & omissions insurance for liability resulting from the negligent performance of professional duties or operations. Such policy shall contain limits of liability in the amount of \$1,000,000 each occurrence and \$3,000,000 in the aggregate. The policy shall name WBOE and the Town as additional insureds.

F. Educators Errors & Omissions Insurance:

If the agreement is for educational services, the Vendor/Contractor/User of Town Property shall provide educator errors & omissions for liability resulting arising out of any breach of duty, neglect, error, misstatement, or omission committed in the course of their duties. Such policy shall contain limits of liability in the amount of \$1,000,000 each occurrence and \$1,000,000 in the aggregate. The policy shall name WBOE and the Town as additional insureds.

G. Contractors Pollution Liability:

If the agreement includes work involving abatement, removal, clean-up or handling of any pollutant or hazardous material, the Vendor/Contractor/User of Town Property shall provide pollution liability insurance, including products and completed operations and contractual liability coverage of not less than \$5,000,000 each occurrence and \$5,000,000 in the aggregate for this project. The policy shall name WBOE and the Town as additional insureds and waive subrogation in favor of WBOE and the Town.

As to the insurance required, the insurer(s) and/or their authorized agents shall provide WBOE with certificates of insurance prior to execution of the contract by WBOE and the successful bidder, describing the coverage and prior to 30 days of any renewal. The certificate will include a copy of the additional insured and contractual liability endorsements.

(Note contract should provide that the contractor is obligated to provide the Town with updated certificate.)

HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

The Vendor/Contractor/User of Town Property shall fully indemnify, defend and hold harmless the Westport Board of Education and the Town of Westport and all of their respective officers, employees, agents, servants and volunteers to the fullest extent allowed by law for any claim for personal injury, bodily injury, death, property damage, emotional injury or any other injury, loss or damage of any kind occurring during the term of the contract and alleged to have been caused in whole or in part by the Contractor, and even if caused by the negligence of individuals and entities indemnified hereunder. This obligation shall further apply to:

- (1) actions, suits, claims, demands, investigations and legal, administrative or arbitration proceedings pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum (collectively, "Claims") arising, directly or indirectly, in connection with this contract, including any environmental matters, and including the acts of commission or omission (collectively, the "Acts") of the Contractor or any of its members, directors, officers, shareholders, representatives, agents, servants, consultants, employees or any other person or entity with whom the contractor is in privity of oral or written contract (collectively "Contractor Parties");
- (2) liabilities arising, directly or indirectly, in whole or in part, in connection with the contract, out of the Contractor's or Contractor Parties' Acts concerning its or their duties and obligations as set forth in the contract, and;
- (3) all damages, losses, costs and expenses, including but not limited to, attorneys' and other professional fees, that may arise out of such claims and/or liabilities for personal injury, bodily injury, workers' compensation, emotional injury, death, property damage or any other injury or loss caused in whole or in part by the Acts of the Contractor or any Contractor's Parties.

The Contractor hereby covenants and agrees that WBOE and the Town shall be endorsed on the Contractor's policies of insurance as additional insureds.

The Vendor/Contractor/User of Town Property hereby further covenants and agrees to obtain a policy of insurance, with minimum limits of liability as shown in this Section under Paragraph A containing an endorsement that covers this agreement to indemnify, defend and hold harmless WBOE and the Town or any of their officers, employees, agents, servants and volunteers.

The Vendor/Contractor/User of Town Property hereby further covenants and agrees to obtain an endorsement to said policy of insurance policy that the Contractor's insurance is primary and any insurance obtained, or self insurance provided, by WBOE and/or the Town is excess.

The Vendor/Contractor/User of Town Property insurance carrier will waive all rights of subrogation against WBOE and the Town, and all of their respective officers, employees, agents, servants and volunteers.

The Vendor/Contractor/User of Town Property hereby further covenants and agrees to furnish a copy of the insurance policy that meets all of the above requirements before any work or use of the property commences.

Signature

Date

Company Name

SCOPE OF WORK

The Westport Public Schools is seeking qualified Vendors for **BEDFORD MIDDLE SCHOOL ADA BATHROOM CONSTRUCTION**

Once awarded the contract the vendor must supply a Certificate of Insurance, W-9, (SDS Sheets for materials on site)

Experience: Provide a detailed written summary of the Proposer’s experience, qualifications, financial strength, and capability in providing similar services elsewhere. The Proposer should also include three (3) references from similar engagements for Connecticut Municipal and School clients along with individual names and telephone numbers.

Staff Plan: Identify key staff that will provide any portion of the services required under the contract. For each identified individual, provide background and experience, and areas and levels of responsibility.

Engagement Team: The key personnel assigned to this engagement are considered essential to the work being performed. Substitutions may only be made upon mutual agreement between the Town and/or BOE and the selected firm.

1. **Location/Contact:**

SCHOOL/ADDRESS

CONTACT PERSON/TELEPHONE NO.

Bedford Middle School
88 North Avenue
Westport, CT 06880

Harald Ott (**Head Custodian**)
(203) 943-9430 – Cell

Facilities Department
1 Canal Street
Westport CT, 06880

Ted Hunyadi (**Director of Facilities**)
(203) 341-1271 - Office
(203) 505-9216 - Cell

2. **Contractor’s construction schedule:**

ADA Bathroom construction working period shall start February 16, 2019 with completion date March 9, 2019, and must not disturb educational hours which are 8:00 am to 3:00 pm Monday to Friday; work must be performed after school hours and/or during the weekends, with the exception of the week between February 18th to February 22nd for February recess.

At the end of each working shift the classroom and area must be clean and in usable conditions.

3. Refer to Cusato Architecture drawings, titled "Westport Schools Bedford MS – ADA Bathroom Renovations", documents attached; please note you can print these drawings on 24”x 36” format. We will not be providing large scale drawings for the bid.

Safety

All work done and equipment used shall comply with all pertinent O.S.H.A., Federal, State and Local regulations.

References

Each Bidder shall include phone numbers and contact persons of the companies and/or Cities or Towns where they have done similar projects.

Termination

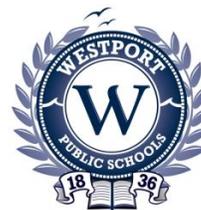
The Contract may be terminated by the Westport Public Schools if at any time, work is unnecessarily delayed, or willful violations of Contract conditions exist, or the conditions are being executed in bad faith. The Westport Public Schools' written termination notice to the Contractor will allow five (5) days thereafter to commence corrective measures satisfactory to the school system. In the event of non-compliance, the Westport Public Schools shall notify the Contractor in writing to immediately discontinue any further work and vacate the buildings, ceasing any rights to plant and material. Subsequently the Westport Public Schools shall take the necessary action to complete the remaining contract work.

Equal Opportunity – Affirmative Action

The successful Contractor shall comply in all aspects with the Equal Employment Opportunity Act. Each Contractor with 15 or more employees shall be required to have an Affirmative Action Plan which declares that the Contractor does not discriminate on the basis of race, color, religion, sex, national origin or age and which specifies goals and target dates to assure the implementation of equal employment. Each Contractor with fewer than 15 employees shall be required to have a written equal opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin or age. Findings of non-compliance with applicable State and Federal equal opportunity laws and regulations could be sufficient reason for revocation or cancellation of this Contract.

Awards

The Chief Financial Officer reserves the right to reject any or all bids, or the bids for any one or more commodities or contractual services included in any or all bids, to waive any informality in bids and unless otherwise specified to buy any part or the whole from one or more bidders when it is to the Board of Education's best interest to do so.



BID FORM
WESTPORT PUBLIC SCHOOLS
ADA BATHROOM CONSTRUCTION
BEDFORD MIDDLE SCHOOL
BID # 19-008 BOE

COMPANY NAME & ADDRESS: _____

TELEPHONE: _____ **FAX :** _____

EMAIL ADDRESS: _____

REPRESENTED BY: _____
(Name & Title)

PROJECT START DATE OF WORK FEBRUARY 16, 2019

PROJECT COMPLETION DATE OF WORK MARCH 9, 2019

INSTRUCTIONS:

The undersigned, attesting to be a duly authorized representative of the Company, hereby proposes to furnish all services required to perform the scope of work in accordance with the project specifications, for the price indicated below.

BID PRICE: _____

(Name of Bidder)

By _____

Title: _____

Duly Authorized, _____

EEOC COMPLIANCE

Conn. Gen. Stat. Sec. 4a-60:

The contractor agrees and warrants that in the performance of the contract such 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 such contractor that such disability prevents performance of the involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job related qualifications are 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 involved;

The contractor agrees, in all solicitations or advertisements for employees placed for or on behalf of the contractor, to state that is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;

The contractor agrees to provide each labor union or representative of ers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contact or understanding, a notice to be provided by the commission on human rights and opportunities advising the labor union or representative of the contractor's commitments under Conn. Gen. Stat. 4a-60 and to post copies of the notice in conspicuous places available to employees and applicants for employment;

The contractor agrees to comply with Conn. Gen. Stat. 46a-68e (requiring contractor to file compliance reports with the commission) & 46a-68f (requiring compliance reports contain information on labor union practices) and with each regulation or relevant order issued by the commission;

The contractor agrees to provide the Commission on Human Rights and Opportunities with any information it requests, and permit access to pertinent books, records and accounts, concerning employment practices and procedures or the contractor as relate to the provisions of Conn. Gen. Stat. 4a-60 & 46a-56;

The contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and supplies of materials.

Conn. Gen. Stat. Sec. 4a-60(a):

The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate of permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

The contractor agrees to provide each labor union or representative of ers 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 on human rights and opportunities advising the labor union or representative of the contractor's commitments under Conn. Gen. Stat. 4a-60 and to post copies of the notice in conspicuous places available to employees and applicants for employment;

The contractor agrees to comply with Conn. Gen. Stat. 4a-60a and with each regulation or relevant order issued by the commission; The contractor agrees to provide the Commission on Human Rights and Opportunities with any information it requests, and permit access to pertinent books, records and accounts, concerning employment practices and procedures of the contractor as relate to the provisions of Conn. Gen. Stat. 4a-60 & 46a-56.

END OF NOTIFICATION TO BIDDERS

**ADVERTISEMENT
WESTPORT PUBLIC SCHOOLS**



TO: All Interested Bidders

FROM: Theodore Hunyadi – Director of School Facilities

DATE: January 7, 2019

SUBJECT: **SPECIFICATIONS AND BID FORMS**
WESTPORT PUBLIC SCHOOLS
ADA BATHROOM CONSTRUCTION
BEDFORD MIDDLE SCHOOL
BID # 19-008 BOE

Bid packages are available in our website: <https://www.westportps.org/district/business-office/bids>,
State of Connecticut Department of Administrative Services website

THERE WILL BE A MANDATORY WALK THROUGH ON 1/17/2019 AT 3:00 PM. AT BEDFORD MIDDLE SCHOOL 88 NORTH AVENUE WESTPORT, CT 06880.

Sealed bids can be mailed anticipated and will be received in the office of the Chief Financial Officer, Westport Public Schools, 110 Myrtle Avenue, Room 300, Westport, CT no later than January 29th, 2019 at 11:00 am. for ADA BATHROOM CONSTRUCTION as described herein. All bid envelopes shall be marked.

"BID # 19-008 BOE – ADA BATHROOM CONSTRUCTION, BEDFORD MIDDLE SCHOOL".