

**Wilton Board of Education
Wilton, Connecticut**

REQUEST FOR PROPOSALS

FOR

CONTRACTED SERVICES

Lawn Care Service Agreement

WILTON BOARD OF EDUCATION

INSTRUCTIONS TO BIDDERS

1. INTRODUCTION

The Wilton Board of Education (the “**BOE**”) is inviting qualified firms to supply the most user-friendly, commercially durable fitness equipment for the space designated as the exercise/weight room renovation project at Wilton High School located at 395 Danbury Rd, Wilton, Connecticut (the “Project”). The Project is described in more detail in Section 4 of these Instructions to Bidders (these “Instructions”).

This opportunity has been publicly 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 7 of these Instructions.

The BOE reserves the right to amend or withdraw this Request for Proposals (RFP) 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, to waive any informalities or non-material deficiencies in any proposal, to award or not award a contract in connection with this RFP, to negotiate with one or more proposers as permitted by the BOE purchasing policies, and to award a contract to the proposer that submitted other than the lowest price for the Project, all as deemed by the BOE to be in the best interest of the BOE.

SCHEDULE

- 2.01 A mandatory walkthrough of the work area shall take place at **10 A.M on August 17th** . Any Bidder that fails to attend the walkthrough will be disqualified and any Bid submitted by such Bidder will be rejected and returned to the Bidder.
- 2.02 All Requests for Information must be received no later than **2:00 P.M. on August, 19th, 2022 by Jose J Figueroa Jr at Central Office, Wilton, CT 06897**. Requests for Information and the BOE’s responses thereto will be posted on **August, 22nd, 2022**.
- 2.03 Addenda will be issued no later than **4 P.M. on August, 17th, 2022**.
- 2.04 The BOE will accept bids until **2 P.M. on August, 23th, 2022** (the “**Bid Deadline**”) at which time the BOE will open the bids publically.
- 2.05 The BOE intends to award the Contract on or around **August, 24th** and to issue a notice to proceed shortly thereafter.
- 2.06 The Substantial Completion Date for the Project will be no later than **TBD**

3. CONTENTS OF BIDS

3.01 Bids must include the following:

- Completed and fully executed Bid Form attached hereto as Schedule A. The Bid Form must be executed by a duly authorized representative of the firm having legal authority to contract on behalf of the firm.
- The information and documents listed on Schedule B.

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.

3.04 The term “Bid Documents” shall mean and include these Instructions to Bidders and all exhibits and schedules attached hereto and as may otherwise be incorporated herein by reference.

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 by email to **Jose J Figueroa Jr at Figueroaj@wiltonps.org**

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 by email to **Jose J Figueroa Jr at Figueroaj@wiltonps.org** 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 provided to all firms that provide a contact name and valid email address at the time such firm obtains the Bid Documents and such addenda will additionally be posted on the following website: **WiltonPublicSchool.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 for Services, Lawn Care Service Agreement, to Jose J Figueroa Jr.](#), Wilton Board of Education, Central Office, Wilton, CT 06897 by the Bid Deadline. Emailed bids will not be accepted. The BOE has no responsibility for any delays caused by the delivery process chosen by the Bidder.
- 6.02 Bids must contain the items described in Section 3 of these Instructions.

7. **SELECTION PROCESS**

- 7.01 Bids will be opened publicly on **August, 23rd, 2022 at 2:15 P.M.** No Bidder may withdraw a Bid within 90 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 articles to be supplied, (iii) the conformity of the articles to be supplied with the specifications, and (iv) the suitability of the articles 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 Superintendence 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 firms 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, and the successful Bidder will be required to execute and deliver, a contract in a form substantially similar to the contract attached as Schedule D (the “**Contract**”), to contract for the Project. Please note that the attached Contract has been modified from its original AIA form. The Additions and Deletions Report is available upon request. Notwithstanding the foregoing, the BOE reserves the right to further modify the Contract prior to its execution. If a Bidder has objections to any of the terms and conditions of the Contract, such objections should be specifically identified and included in the Bid.
- 8.02 Please refer to the Contract which specifies the markup limitations, if any, for changes in the scope of the work under the Contract.

9. INSURANCE REQUIREMENTS

- 9.01 The insurance requirements to be met by the successful Bidder are set forth on Schedule E to this RFP.

10. FURTHER INFORMATION AND REQUIREMENTS

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.

The contract with the successful bidder will contain a non-discrimination clause providing that no person shall be denied or subjected to discrimination on account of any services or activities resulting from the agreement on the grounds of sex, sexual orientation, gender identity or expression, race, color, creed, national origin, age (except minimum age and retirement provision), marital status, or the presence of any sensory, mental or physical handicap. Any violation of the provision shall be considered a violation of a material provision of the contract and shall be grounds for cancellation, termination or suspension in whole or in part of the contract with the BOE and may result in ineligibility for further BOE contracts. The selected bidder shall at all times in the proposal and contract process comply with all applicable municipal, state, and federal anti-discrimination laws, rules, regulations and requirements.

The successful Bidder shall provide at the time of contract execution a non-discrimination certification in the form provided by the BOE.

10.02 STUDENT SAFETY

The successful Bidder will be required to comply with all applicable laws including, without limitation, Connecticut General Statutes Section 10-222c, as applicable.

The scope of the work under this RFP does not, and will not under any circumstances, require any contact with students. The successful Bidder, its subcontractors, and their respective employees, agents and representatives shall be prohibited from making any verbal, physical, telephonic or electronic contact of any kind with any student or any other minor person on school property including, without limitation, the Project site, whether inside or outside of any school facility. The successful Bidder shall immediately remove any individual performing Work on the Project from school property and from the Project if it becomes known to the successful Bidder that such person may be a danger to the health or safety of the school community or its students, or at the request of the District, in its sole discretion. The successful Bidder shall include, and shall require its subcontractors to include, this Section 10.02 in all subcontracts for the Project.

10.03 PREVAILING WAGE LAW AND PAYROLL CERTIFICATION

To the extent required under Section 31-53 of the Connecticut General Statutes, the wages paid on an hourly basis to any mechanic, laborer or worker employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (h) of Section 31-53 of the General Statutes of Connecticut shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make such payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of their wages the amount of the payment of contribution for their classification on each pay day.

To the extent required pursuant to Connecticut General Statute Section 31-53b, the contract awardee shall furnish proof, and shall cause its Subcontractors to furnish proof, with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

The contractor will be responsible for determining whether this Project is subject to the State of Connecticut Prevailing Wage requirements.

10.04 PERFORMANCE AND PAYMENT (LABOR AND MATERIALS) BONDS

If the contract awarded in connection with this RFP exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00), the contractor shall furnish Performance and Payment (Labor and Material) Bonds, each in an amount equal to one hundred percent (100%) of the contract price, as security for the faithful performance and payment of all the contractor's obligations under the contract documents. Bonds shall be in the forms prescribed by law or regulation and shall be acceptable to the BOE.

Bonds shall meet the requirements of the applicable Connecticut General Statutes, including but not limited to Sections 49-41, 49-41a, and 49-42 with regard to the Payment Bond and Section 38a-290 with regard to the Performance and Payment Bonds. The Performance Bond shall meet the three (3) year minimum requirement set forth in Section 38a-290 of the Connecticut General Statutes. Surety companies executing Bonds must appear on the United States Treasury Department Circular Number 570, as amended, and be authorized to transact business in the State of Connecticut. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

10.05 PROHIBITED INTEREST

No member, officer or employee of the BOE, or member of a local public agency having jurisdiction within the BOE, during his or her tenure or one year thereafter, shall be permitted to share in, have interest in or benefit from, directly or indirectly, any contract or agreement resulting from this RFP.

SCHEDULES TO THESE INSTRUCTIONS:

- Schedule A:** Bid Proposal Form
- Schedule B:** Submission Requirements
- Schedule C:** Scope of the Work
- Schedule D:** Contract
- Schedule E:** Invitation to Bid
- Schedule F:** Insurance Requirements

Schedule A

Bid Proposal Form

[attached following this page]

**Bid Proposal Form
Wilton Board of Education**

Wilton, Connecticut

Project: Lawn Care Service Agreement- District

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, the removal and replacement of ceiling grids and tiles in the corridors of the High School, and all other components of the work described in the Bid Documents.

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

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

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 five 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 _____, 2015 _____
Addendum No. 2 dated _____, 2015 _____
Addendum No. 3 dated _____, 2015 _____

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

By _____ (SEAL)
(Corporation Name)

_____ (state of incorporation)

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

_____ (Title)

(Corporate Seal)

Attest _____
(Secretary)

Business address: _____

Phone No.: _____

Date of Qualification to do business is _____

A Joint Venture

By _____(SEAL)

(Name)

(Address)

By _____(SEAL)

(Name)

(Address)

Phone Number and Address for receipt of official communications

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

Schedule B

Submission Contents

Bids should be provided in letter format with two hard copies and one electronic copy on a CD. Information should be organized and presented in the order listed below:

1. Name and address of Bidder, name, phone number and email address of Bidder's designated representative, and Bidder's website address.
2. Provide a general statement of the Bidder's qualifications for the Project.
3. Provide references and the other information below for at least three projects the Bidder has completed or is currently working on which projects are similar in character and scope to the Project. For each project indicate the following:
 - Name of project
 - Owner's contact information
 - Total project cost
 - Date of bid
 - Scheduled completion date
 - Actual completion date

By submission of a proposal in response to the RFP, each Bidder authorizes the BOE to contact such Bidder's disclosed references regarding the services performed by the Bidder in each case.

4. Along with the information to be provided above, the Bidder shall submit the following:
 - Fully completed Bid Proposal Form
 - Completed and Executed Non-Collusion Affidavit
 - 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.
 - Schedule of Values allocating the proposed bid price to all individual line items identified on AIA Form Document G703 as are applicable to the work of the Project.

Schedule C

Project Scope

The service agreement will consist of the following work at these locations Miller-Driscoll School, Cider Mill School, Middlebrook Middle School and Central Office

- Weed beds, Trim Plants and Mulch area's (3) times a year.

Schedule D

Form of Contract

Schedule E

Invitation to Bid

PUBLIC NOTICE

**INVITATION TO BID
WILTON BOARD OF EDUCATION**

The Wilton Board of Education (“BOE”) is issuing an Invitation to Bid for the provision of general services in connection with the Lawn Care Service Agreement at the Wilton High School, 395 Danbury Rd, School Road, Wilton, Connecticut.

Wilton Board of Education
Central Office
Contact: [Jose Figueroa Jr.](#)
Phone: 203-762-3381 x8333

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

Addenda will be issued only to those Bidders who provide a valid email address to the BOE at the time the Bid Documents are obtained.

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 **2 p.m. on August , 23rd 2022** as listed above. The Bid Documents contain a detailed scope of work and important deadlines and other bidding requirements.

SCHEDULE F INSURANCE REQUIREMENTS

The successful Bidder shall purchase from and maintain in a company or companies with an A.M. Best rating of A- (VII) or better, the insurance described below:

1. Workers' Compensation. Contractor shall provide workers' compensation insurance required by law with employer's 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 in favor of the BOE.

2. Commercial General Liability Insurance. Contractor shall provide a commercial general liability insurance policy including products and completed operations. Limits shall 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 per project. Coverage will continue for three years after the substantial completion of the work.

- The policy shall name the BOE as an additional insured and include ISO Form CG 2010 (04/13) and CG 2037 (04/13).
- The 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 the BOE.
- The policy shall contain a waiver of subrogation in favor of the BOE.
- The 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.
- Deductible and self-insured retentions shall be declared and are subject to the approval of the BOE.

3. **Commercial Automobile Insurance.** Contractor shall maintain commercial automobile insurance for any owned autos (Symbol 1 or equivalent) in the amount of at least \$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 the BOE as an additional insured.

5. **Umbrella Liability Insurance.** Contractor shall provide umbrella or excess liability policy in excess (following form and without restriction or limitation) of those limits and coverages for commercial general liability and automobile insurance described above. The policy shall contain limits of liability in the amount of \$5,000,000 each occurrence and \$5,000,000 in the aggregate.

Unless otherwise provided above, the foregoing insurance shall be in effect no later than the date of execution of the Contract and shall continue in effect until three years after substantial completion of the Project. The insurer(s) and/or their authorized agents shall provide the BOE certificates of insurance prior to execution of the Contract.

