**Invitation to Bid: Sidewalk Maintenance and Trip Hazard Mitigation**

**Date:**

September 17, 2018

**Submitted by:**

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**Due:**

October 15, 2018, 11:00 a.m.

Capitol Region Education Council

111 Charter Oak Avenue

Hartford, CT 06106

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**INTRODUCTION**

The Capitol Region Education Council (“CREC”) is a regional educational service center (RESC) that represents 35 communities in the Greater Hartford area and also reaches additional towns and school districts throughout and beyond the state through a number of statewide services and programs. Prospective Respondents may view CREC’s website at http://www.crec.org/ for more information about CREC, and http://www.rescalliance.org/ for a better understanding of the services provided by RESCs.

CREC’s mission is to provide high quality, low-cost services for school districts to meet their various needs. These include services such as professional development, special education, curriculum development, and transportation. Most school districts are attempting to reduce their costs in maintaining their facilities. CREC’s goal is to help districts by A) offering one Invitation to Bid (ITB) to reduce the duplication of effort being done across school districts, municipalities, and other non-profit organizations and B) offer deeper discounts based on the potential aggregated use of the bid statewide.

By this ITB, CREC seeks to establish a contract available for school districts, municipalities, and other non-profit organizations for the removal of trip hazards of concrete and asphalt sidewalks. Vendors must be able to service all CT towns and consider offering the same pricing and discounts to other states.

**SECTION I – INFORMATION and GENERAL REQUIREMENTS to BIDDERS**

1. Sealed proposals, one copy and one electronic copy, will be received at the office of Cara Hart, Cooperative Purchasing Manager, Capitol Region Education Council, 111 Charter Oak Avenue, Hartford, CT 06106. At the designated time of opening, they will be publicly opened, recorded and placed on file. **Packets received after designated time will not be accepted.**
2. The envelope enclosing your bid should be clearly marked on its front by the bid name, time of bid opening, and date.
3. Whenever it is deemed to be in the best interest of the agency, the Capitol Region Education Council reserves the right to reject any or all bids, completely or in part, and to waive technical defects, irregularities or any informality in any bid when such action is deemed in the best interest of the agency. Their decision is final.
4. The Bid Documents contain the provisions required for the requested item(s) or service. Information obtained from an officer, agent, or employee of CREC, any other person shall not affect the risks, or obligations assumed by the Bidder or relieve him/her from fulfilling any of the conditions of the Bid.
5. The bidder agrees and warrants that in the submission of this sealed bid, they will uphold CREC’s commitment to following Connecticut State and Federal law ensuring full compliance with Title VI of the Civil Rights Act of 1564 which affirms that no person or group of persons is excluded from participation, denied benefits, or otherwise subjected to discrimination or permits discrimination under any program or activity or any service rendered to the public, on the grounds of race, color, creed, religion, national origin, sex, age or disability. Unless it is shown by such bidder that such disability prevents performance of that which must be done to successfully fulfill the terms of this sealed bid or in any manner which is prohibited by the laws of the United States or the State of Connecticut.
6. The bidder further agrees to provide the Connecticut Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the bidder. **An Affirmative Action Statement may be required by the successful bidder.**
7. Bidder agrees to comply with all of the latest Federal and State Safety Standards and Regulations and certifies that all work required in this bid will conform to and comply with said standards and regulations. Bidder further agrees to indemnify and hold harmless CREC for all damages assessed against CREC as a result of Bidder's failure to comply with said standards and/or regulations.
8. CT school districts, municipalities, and other non-profit organizations are exempt from Excise, Transportation and Sales taxes imposed by the Federal Government and/or State. Such taxes must not be included in proposal prices.
9. By submitting a proposal, including the completed Non-Collusion Statement, Vendors/ Bidders certify that the proposal is made independently and without collusion, agreement, understanding, or planned course of action with any other Vendor/Bidder and that the contents of the proposal shall not be disclosed to anyone other than their employees, agents, or sureties prior to the official opening.
10. Vendors shall observe and comply with all Federal, State and local laws, ordinances and regulations. Vendors shall indemnify and save harmless CREC, all of its officers, agents and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation or negligence whether by the bidder, his employees, his consultant and/or their employees.

**Additional Information:**

Any questions or requests for additional information should be addressed, in writing, to Cara Hart via email at chart@crec.org no later than 11:00 a.m. on September 26, 2018. Reasonable requests will receive expeditious response. Requests for additional information or interpretations must be received by the RFI Due Date, as described in the timetable.

Interpretations, corrections and changes to this ITB will be made by Addenda issued by CREC. Interpretations, corrections and changes of the ITB made in any manner other than by such an Addendum will not be binding, and Respondents shall not rely upon them. Addenda will be issued no later than the Addenda Close Date, as described in the timetable. Addenda will be provided to all prospective Respondents that inform CREC in writing of its desire to receive Addenda.

**Rights Reserved CREC**

The Capitol Region Education Council reserves the right to award in part, to reject any and all, in whole or in part, for misrepresentation or if the respondent is in default of any prior CREC contract, or if the Respondent limits or modifies any of the terms and conditions and/or specifications of the Request. CREC also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of CREC will be served.

CREC reserves the right to accept modifications and clarifications of the responses when CREC determines such action would be in the best interest of CREC. CREC further reserves the right to waive any non-conformity in a response.

Information and data provided in this ITB have been compiled with the greatest care and attention to accuracy. However, the data has not been audited or verified and CREC cannot, and does not, warrant the accuracy of all the information provided in this ITB.

**SECTION II – SPECIFICATIONS**

CREC seeks to establish a contract available for school districts, municipalities, and other non-profit organizations for the removal of trip hazards of concrete and asphalt sidewalks. The contract will be awarded for a period of one year, with the possibility of two one-year extensions, for a possible three years in total.

All work shall comply with OSHA and ADA standards.

Contractor must guarantee that the removed trip hazard will have a uniform appearance and texture. The finished surface shall have a coefficient of friction of at least 0.6 and show via previous testing that the technique used yields the specified coefficient of friction.

Contractor must be able to perform trip hazard removal in hard-to-reach areas, around obstacles, on narrow walkways, next to fences and retaining walls or buildings.

Contractor’s trip hazard repairs may not leave ridges or grooves that could hold water and prevent drainage of rain water or irrigation.

Contractor must remove hazards completely, from one end of the raised sidewalk joint to the other, if applicable, leaving an absolute zero point of differential between slabs. Contractor must repair each sidewalk trip hazard without damage or visible markings to adjacent slab(s) or curb(s).

Contractor must prevent slurry from entering storm drains to avoid contamination or excessive environmental impact. Contractor must use a dust abatement system, which limits the dust emitted from the equipment.

Contractor may not use any type of “fill” material that deteriorates or breaks apart over time.

Contractor must not cause any damage to landscaping, retaining walls, curbs, sprinkler heads, utility covers or other objects adjacent to sidewalks. If the contractor and/or contractor’s equipment does cause damage to the above, the contractor must be notified immediately and damages must be repaired at the contractor’s expense within 24 hours of the time the damage occurred. The footprint of the equipment must fit a 3-4 foot wide sidewalk panel.

Contractor must completely and immediately clean up all debris after each hazard is repaired. All costs incurred for disposal of waste material shall be included in unit cost and not paid for separately.

Contractor must be able to respond to any emergency work within 48 hours of notification.

Equipment and all other items incidental to the work shall not be left on or stored on the sidewalk or on private property while not in use.

**Responses must be received by 11:00 a.m., October 15, 2018.** CREC will thoroughly review all responses and, as described in this ITB, CREC will identify the vendor(s) that CREC deems to be the most responsible and qualified as is described in this ITB.

**SECTION III – REPORTING and INVOICING**

Contractor will pay an Administrative Fee to CREC for sales generated off of this contract, to help support the administration and management of this contract. The fee will equal 2% of sales, and shall be paid to CREC on a quarterly basis.

Reporting and invoicing is between Contractor and the school district, municipality, or other non-profit organization, not CREC (unless if CREC is the purchaser).

Contractor shall provide the customer using their services with a proposed length of time to complete each project as they arise. Contactor is also required to provide a report of progress, site conditions, etc. as requested by the customer.

Contractor must submit an itemized summary of all repaired hazards, including:

* The physical location (address) of each repair;
* The specific hazard height – both high side and low side measurement;
* The total width of actual repair to the nearest 1/2 foot.

The calculated unit for measurement shall be the average depth of the trip hazard multiplied by the width resulting in an “inch-foot” total.

Contractor shall submit a detailed invoice. All invoices must show the cut depth, size, length, width, address location and inch-feet calculations.

**SECTION IV – METHOD of EVALUATION and SELECTION**

Responses will first be evaluated to determine the experience and qualification of the firm and individuals who would be handling any services outlined in this ITB.

Responses from Respondents thus qualified will then be reviewed and evaluated. CREC will consider the qualifications, experience and accessibility of the proposed service team, and price.

**SECTION V – FORMAT for RESPONSES**

Responses to this ITB should be in the following format:

1. Introduction - Include a cover letter to your response, with a statement that you have read and understood the ITB, and are able to provide the services requested. Your letter should note any exceptions, and must be signed by the individual who will have overall responsibility and accountability for all services to be provided. Responses to this proposal should also include a brief description of your firm’s structure and capabilities.
2. Client Recommendations - Please provide at least 3 client recommendations of previous projects with contact information. These projects must have been completed within the last 3 years. Limit one page per client project.
3. Applicable licenses - general liability/workers comp insurance. Contractor must meet the insurance requirements (to be determined at time of selection) and be able to meet those requirements on a per project basis, inclusive of workmen’s compensation coverage.

Contractor must also meet all licensing requirements as needed and maintain OSHA certifications as they relate to safety in the workplace. Qualified Firm must provide evidence of OSHA 10 certifications.

1. Cost of Services - Identify your charges for the services. Bidders must include any applicable State Multipliers (RS Means) to cover cost differentials in other states.

**SECTION VI – VENDOR PERFORMANCE**

CREC reserves the right to disqualify any vendor based on the quality of goods or services offered or poor performance. CREC also reserves the right to remove the vendor from the program due to any future issues with the quality of goods and services and performance, noncompliance with terms of this bid, and delivery failures.

**SECTION VII – TIMELINE**

CREC anticipates proceeding in a manner consistent with the following timetable. This timetable is subject to change at CREC's sole discretion.

ITB advertised and released: September 17, 2018

Requests for Information due date: By 11:00 a.m. on September 26, 2018

Answers/Addenda issued through: October 5, 2018

Response Deadline: October 15, 2018, 11:00 a.m.

It is anticipated that award information will be made available to school districts, municipalities, and other non-profit organizations by December 1, 2018, allowing services to commence upon request.

**Capitol Region Education Council**

**NON-COLLUSION STATEMENT**

“The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.”

We understand that this proposal must be signed by an authorized agent of our company to constitute a valid proposal.

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

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

 Name and Title of Agent: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 By (SIGNATURE): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Telephone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_