

RFP #2019-04 INVITATION TO BID - ROOF PROJECT

Sealed bids for the Roof Replacement of the South Elementary School, New Canaan, Connecticut, will be received by Dr. Jo-Ann Keating, Director of Finance and Operations, New Canaan Public Schools, Town of New Canaan, 39 Locust Avenue, Suite 305, New Canaan, Connecticut 06840, until 11:00 a.m. EST on Friday, 18 January 2019 from pre-qualified contractors holding an active certificate with the State of Connecticut Department of Administrative Services.

Bids must be submitted on an exact duplicate of the Bid Form indicated and shall be completely filled out as requested. Bid proposals are to be sealed in double envelopes, conspicuously identified with the name of the project and bid due date.

After opening of Bids, all Bids shall stand available for acceptance for a period of one hundred, twenty (120) days.

Plans and Specs are available for purchase from Joseph Merritt & Company, 4 Christopher Columbus Avenue, Unit C, Danbury, CT. Phone: 203.743.6734.

There will be a mandatory Pre-Bid meeting on Wednesday, 9 January 2019, at 10:00 a.m. Contractors are to meet at South Elementary School, 8 Farm Road, New Canaan, CT.

Bid security in the form of a certified check or bid surety bond, issued by a bonding company licensed to do business in the State of Connecticut, is required in the amount of 10% of base bid. Bid security shall be made payable to Town of New Canaan, Connecticut.

A completed Statement of Bidders Qualifications (Section 00 45 13) and sample roofing systems guarantee/warranty (Sections 01 78 36 and 07 53 23.01) shall accompany the bid.

The successful Bidder shall furnish to the Owner on the form specified, prior to the execution of the Contract, a performance and labor and material payment bond in an amount not less than one hundred percent (100%) of the Contract sum.

The Owner reserves the right to reject or accept any or all Bids and to waive any informalities, omissions, excess verbiage or technical defects in the bidding if, in the opinion of H. B. Fishman & Co., Inc. and The Town of New Canaan, Connecticut it would be in the best interest to do so.

END OF SECTION

NEW CANAAN PUBLIC SCHOOLS
39 LOCUST AVENUE
NEW CANAAN, CT 06840
203-594-4000

SPECIFICATION COVER SHEET
REQUEST FOR PROPOSAL #2019-04
ROOF REPLACEMENT – SOUTH SCHOOL

VENDOR MUST ENCLOSE THREE COPIES OF THIS SPECIFICATION COVER SHEET and THREE COPIES OF THE SPECIFICATIONS PRICING SHEETS WHEN RESPONDING TO THIS REQUEST FOR PROPOSAL (RFP)

The NEW CANAAN PUBLIC SCHOOLS reserves the right to reject any and all proposals, or separate parts thereof, requested herein before. When items are mentioned by a particular brand, substitution of equal quality items will be considered only if the proposed substitution is clearly stated. When a vendor fails to so identify a proposed substitution, it will be assumed that he is proposing the exact item requested. The NEW CANAAN PUBLIC SCHOOLS 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 RFP DEADLINES AND REQUIREMENTS:

NAME OF RFP: Roof Replacement – South School

TYPE OF RFP: Sealed Proposal QUOTATION #: **2019-04**

RFP CLOSURE DATE: Received Until: **DATE: January 18, 2019** **TIME: 11:00 AM**

LOCATION TO FORWARD RFPs:	Jo-Ann Keating, Director of Finance and Operations NEW CANAAN PUBLIC SCHOOLS 39 LOCUST AVENUE NEW CANAAN, CT 06840
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RFP SECURITY: RFP Security Required 10 % RFP Security *Not* Required _____

PREVAILING WAGE: Required X Not Required _____

FORMS TO COMPLETE RFP: Submit three copies of all required documentation in a sealed envelope.

Identify Name of RFP on Envelope: RFP # 2019-04 Roof Replacement - South School. Only fully completed RFP packages will be accepted. The following details describe fully completed RFP packages:

Base Proposal

- Proposal Sheet
- Schedule of Project: Schedule of installation, completion and inspection
- Appendix A – Insurance Procedure Form

NEW CANAAN PUBLIC SCHOOLS
INVITATION TO SUBMIT PROPOSAL

New Canaan Public Schools (NCPS) invites proposals from qualified companies for Roof Replacement – South School.

Sealed proposals will be received at the New Canaan Public Schools, 39 Locust Avenue, 3rd Floor, New Canaan, CT 06840 until January 18, 2019 at 11:00 am, EST, at which time they will be opened publicly and read aloud.

The contractor selected for the above project(s) shall be required to enter into a contract with the NCPS. Such contract shall require the posting of performance and payment bonds, the submittal of insurance certificates and the compliance with Federal, State and Local Laws and ordinances. Proposal surety in the form of a bank check, bid bond or certified check in the amount of ten percent (10%) of the total RFP price must be submitted with each proposal.

The Request for Proposal (RFP) is available online at www.ncps-k12.org.

Three (3) copies of the submitted qualifications and proposals are to be placed in a sealed envelope and addressed to Jo-Ann Keating, Director of Finance & Operations, New Canaan Public Schools, 39 Locust Avenue, 3rd Floor, New Canaan, CT 06840. No proposals will be accepted after the date and time specified. No fax or email submissions will be accepted.

The New Canaan Public Schools reserves the right to accept or reject, without prejudice, any or all proposals or to waive any irregularities therein, or to accept the proposal deemed to be in the best interest of New Canaan Public Schools.

Jo-Ann Keating, Director of Finance and Operations
New Canaan Public Schools

PROJECT START DATE SHALL BE DISCUSSED AT MANDATORY WALK THROUGH ON JANUARY 9, 2019.

I have read and understand the RFP requirement of this RFP specification included for my review herein:

Signature of Company Representative *Date*

TYPED NAME AND

TITLE: _____

COMPANY: _____

ADDRESS: _____

TOWN: _____ **STATE:** _____ **ZIP:** _____

TELEPHONE NUMBER: _____ **FAX:** _____

CELL NUMBER: _____

EMAIL ADDRESS: (Please print clearly or attach business card):

**NEW CANAAN PUBLIC SCHOOLS
Jo-Ann Keating
Office of Director of Finance and Operations
39 LOCUST AVENUE
NEW CANAAN, CT 06840
203-594-4025**

**REQUEST FOR PROPOSAL
RFP #2019-04
Roof Replacement – South School**

Notice is hereby given that sealed RFPs on the following will be received at the Office of the Director of Finance and Operations until:

11:00 am, January 18, 2019

at which time they will be publicly opened and read aloud:

**RFP #2019-04
ROOF REPLACEMENT – SOUTH SCHOOL**

Specifications are available for purchase at:

**Joseph Merritt & Company
4 Christopher Columbus Avenue, Unit C
Danbury, CT
Phone: 203-743-6734**

The Board of Education reserves the right to reject any and all proposals, or any part thereof, to waive defects in the same, or to accept any proposal it deems to be in the best interest of the Board of Education and/or the Town of New Canaan.

Questions regarding this bid should be directed to Daniel Clarke, Director of Facilities, at 203-822-3162.

NEW CANAAN PUBLIC SCHOOLS

REQUEST FOR PROPOSALS Contractor Services Associated with:

ROOF REPLACEMENT – SOUTH SCHOOL NEW CANAAN, CT

GENERAL

New Canaan Public Schools (NCPS) solicits proposals from LICENSED CONTRACTORS to perform **ROOF REPLACEMENT - SOUTH SCHOOL, 8 Farm Road, New Canaan, CT 06840.**

Furnish all materials, equipment, and labor related to project drawings and specifications. Work is to be scheduled as stated on top of page 3.

Project drawings and specifications are available **for purchase from Joseph Merritt & Company, 4 Christopher Columbus Avenue, Unit C, Danbury, CT, Phone: 203-743-6734.**

SCOPE OF WORK

The scope of work, without limiting the generality thereof, consists of furnishing all labor, material, equipment necessary to complete the project as indicated on the drawings and as specified.

PROPOSAL AND SUBMITTAL PROVISIONS

Proposal price is to be complete turnkey price.

THE PROPOSALS SHALL INCLUDE:

1. Vendors will submit three (3) sets of their sealed proposal on enclosed PROPOSAL SHEET.
2. Vendors will submit three (3) sets of their qualifications to include:
 - a. A firm background or profile
 - b. A statement of experience
 - c. A statement of staff availability with their experiences and backgrounds. (Ensure that the Project Manager assigned to the job has knowledge of this proposal and is qualified by the membrane manufacturers to direct the effort.)
 - d. A list of any and all proposed subcontractors to be utilized on the project.
 - e. A projected time schedule of the work. It is expected that the work will be completed by **To Be Announced.**
3. Project security payable to the New Canaan Public Schools in the form of a certified check or payment bond is required for five percent (5%) of the amount bid, issued by an acceptable surety on AIA document A311 or comparable legal bond form, and must accompany each proposal.
4. The successful vendor shall provide using AIA documentation forms for the following; Contract, Performance, and Payment bond within ten days of notification of project award.
5. The successful Contractor shall be required to provide a one (1) year contractor's labor and materials warranty.

SUBMISSION REQUIREMENTS

Respondents shall submit three (3) sets of their proposal. Proposals will be received at New Canaan Public Schools, 39 Locust Avenue, 3rd Floor, New Canaan, CT 06840, ATTN: Jo-Ann Keating, Director of Finance & Operations, until **January 18, 2019, 11:00 am**, at which time they will be opened and publicly read aloud. No fax or email submissions will be accepted.

Jo-Ann Keating
Director of Finance & Operations
New Canaan Public Schools
39 Locust Avenue, 3rd Floor
New Canaan, CT 06840

Questions regarding this RFP may be directed to [Daniel Clarke, Director of Facilities](#), at 203-822-3162.

A mandatory Pre-Bid Meeting is scheduled for **Wednesday, January 9, 2019 at 10:00 AM at South School, 8 Farm Road, New Canaan, CT.**

All proposals must be signed by an Officer of the Company.

The following items are attached:
Terms and Conditions
Proposal Sheet

SPECIFICATIONS

RFP #2019-04 ROOF REPLACEMENT – SOUTH SCHOOL

Due on or before **January 18, 2019, 11:00 am** at the office of:

**Jo-Ann Keating
Director of Finance and Operations
NEW CANAAN PUBLIC SCHOOLS
39 LOCUST AVENUE, 3rd Floor
NEW CANAAN, CT 06840**

Sealed proposals will be received by the Business Department of the New Canaan PUBLIC SCHOOLS of the Town of New Canaan, Connecticut until **January 18, 2019 at 11:00 am**. Each proposal should be clearly marked (example) "**RFP #2019-04 – ROOF REPLACEMENT - SOUTH SCHOOL**". Specifications, instructions and proposal forms may be obtained at the above address. Faxed copies of the proposal will not be accepted.

CONDITIONS FOR SUBMITTING PROPOSALS

1. The Board of Education reserves the right to reject any proposal if it is deemed to be in the best interests of the Town of New Canaan, Connecticut, New Canaan Public Schools 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 proposed. In addition, the Board of Education reserves the right to award this project as a package in conjunction with other proposals 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 proposal shall be conclusive evidence that the vendor has satisfied himself as to the requirements of the RFP specifications and any controlling conditions which may exist.
4. Vendors may not withdraw their proposal for a period of 120 days from the date of RFP opening. The Board of Education and the vendor may mutually agree to extend the time limit.
5. In determining the ranking of responsible vendors, the Board of Education may consider, in addition to price, the quality, availability and type of items, the experience of the vendor, the sufficiency of the financial resources of the vendor and the reputation of the vendor for ability, integrity, judgment and performance, as well as the ability of the vendor 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 proposal prices are to include the complete costs, which includes 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 proposal. 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 New Canaan supports efforts to reduce the use of illegal drugs in the workplace. In instances where responsible prospective bidders submit identical tie bids, preference shall be given to the businesses with drug-free workplace programs. Whenever two or more proposals 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 proposed, a proposal received from a business which has certified that it has implemented a drug-free workplace program shall be given preference in the award process. The drug-free workplace program certification is attached and is to be submitted with the proposal package by the vendor, along with other proposal documents in order to receive preference. This policy shall become effective in accordance with the provisions of the Charter of the Town of New Canaan regarding proposal procedures.
9. **ALTERNATIVES:** When proposing an alternate item, indicate the Brand and Model identification on the specification sheets. To have alternates considered, complete specifications must be provided and catalogues describing the product must accompany the bid. The New Canaan Public Schools reserves the right to request equipment samples on specific items.
10. **SUBSTITUTIONS: No substitutions**

The New Canaan Public Schools reserves the right to request equipment samples on specific items.
11. **FORM AND STYLE OF PROPOSAL:** All blanks on the Proposal Sheet, except where otherwise requested, shall be filled in by typewriter or manually in ink and must be completely legible.
12. **WARRANTIES:** Whenever an item or service is covered by a specified product or service warranty, such warranties must be submitted with the official proposal or quotation specification sheets. All such warranties shall inure to the benefit of the Board.
13. **INSURANCE REQUIREMENTS:** The successful vendor will be required to purchase from and maintain, for the life of the contract, in a company or companies with an A.M/Best rating of A- (VII) or better, such insurance as will protect the Board of Education from claims set forth below which may arise out of or result from the vendor's obligation under the Contract, whether such obligation is the vendor's or a subcontractor or any person or entity directly or indirectly
14. **WORKER'S COMPENSATION:**
Vendor 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.

15. **Commercial General Liability Insurance:**

Vendor shall provide commercial general liability insurance policy with an edition of 1986 or later including products and completed operations. Limits should be at least: Bodily injury and property 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 the New Canaan Public Schools 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 the Board of Education.
- The policy shall contain a waiver of liability in favor of the Board of Education.
- 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 Board of Education.

16. **Commercial Automobile Insurance:**

Vendor 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 the Board of Education as an additional insured.

17. **Umbrella Liability Insurance:**

Vendor shall provide an umbrella or excess liability policy (without restriction or limitation). Such policy shall contain limits of liability in the amount of \$5,000,000 each occurrence and \$5,000,000 in the aggregate.

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

18. **QUESTIONS:** For questions regarding the proposal process, contact Jo-Ann Keating, Director of Finance and Operations, at (203) 594-4025.

For questions regarding the project, contact Daniel Clarke, Director of Facilities, at 203-822-3162.

NOTE: By submitting a proposal for this contract the vendor agrees that any or all past clients may be contacted by the New Canaan School District. The vendors quoting on this contract also agree to release and discharge by quoting on this contract for the vendor him/herself, his/her heirs executors administrators and assigns, release acquit and forever discharge the New Canaan School System, its Board of Education and all employees and any or all other persons, firms and corporations of and from 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 growing out of any former client contacted by the New Canaan School System to obtain an opinion regarding any work performed by your company. The above release shall also include and apply to any former client contacted.

DRUG-FREE WORKPLACE 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 workplace 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 workplace, the firm's policy of maintaining a drug free workplace, 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 workplace 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 workplace.

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

Signature: _____ **Date:** _____

Print Name: _____

Company: _____

**Appendix A
INSURANCE PROCEDURE
NEW CANAAN PUBLIC SCHOOLS
NEW CANAAN, CT**

PLEASE NOTE:

RETURN THIS COMPLETED FORM WITH YOUR PROPOSAL. FAILURE TO DO SO MAY RESULT IN YOUR PROPOSAL BEING REJECTED.

Please take the insurance requirements of the PROPOSAL to your agent/broker immediately upon receipt of the RFP documents to determine your existing coverage and any costs for new or additional coverage required for the work noted in RFP. Any PROPOSALS's that contain exceptions to the insurance requirements may be considered non-responsive and may be rejected.

STATEMENT OF VENDOR:

I have read the insurance requirements for this work and have taken the documentation to my insurance agent/broker. BID/RFP cost reflects any additional costs relating to insurance requirements for this work.

If I am awarded this CONTRACT, I or my insurance agent shall submit all of the required insurance documentation to NEW CANAAN PUBLIC SCHOOLS Business Office within ten (10) days after the date of the award.

Signature

Date

Print Vendor Name

TERMS AND CONDITIONS

THIS IS A REQUEST FOR PROPOSALS AND THE NEW CANAAN PUBLIC SCHOOLS RESERVES THE RIGHT TO NEGOTIATE AND CONTRACT WITH ANYONE OR NO ONE IN THE BEST INTERESTS OF THE TOWN.

NCPS RESERVES THE RIGHT TO AWARD ONE, TWO, OR ALL OF THE PROJECTS TO THE SAME CONTRACTOR.

Unless otherwise modified, the following terms and conditions will apply to services rendered. The respondent may use a standard form of agreement incorporating the following provisions.

Services to be Provided

The winning vendor shall provide services as set forth in the RFP and in accordance with the terms identified herein. The services provided will be performed on behalf of and solely for the New Canaan Public Schools and any information, tests, reports, correspondence, and conclusions shall not be released to other parties unless authorized by NCPS or in accordance with any applicable state or federal law.

Billing and Payment

New Canaan Public Schools will pay the winning vendor for services performed in accordance with the signed Agreement. Invoices will be submitted periodically or upon completion of services rendered. The Town reserves the right to request substantiating information on any bill submitted. The Town will, within 30 days after receipt of an invoice requesting payment, and with the approval of the Town, indicate the approval of payment and process the invoice or indicate to the winning vendor in writing, the reason for refusing to approve said invoice. In the latter case, the winning vendor will make the necessary corrections and resubmit the invoice.

Court Litigation and Waiver of Jury Trial

Notwithstanding the existence of any provision for arbitration of disputes in the contract or any legislation providing for arbitration, any dispute arising under this contract shall not be submitted to arbitration and the parties shall be left to the remedies at law. It is further expressly agreed that both parties waive and relinquish their right to a trial by jury of any dispute arising out of this contract. The intent of the parties is not to have a jury decide any aspect of any dispute which may arise under this contract.

Mediation

All claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be submitted to non-binding mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate its representative and shall meet at the New Canaan Town Hall within ten (10) days after the service of notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

Should the parties themselves be unable to agree on a resolution of this dispute, then the parties shall appoint a third party, who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Each party shall pay the fees and expenses of the party mediator and such costs shall be borne equally by both parties. Upon agreement of the parties, either party may waive the first step in the mediation process and appoint a mutually acceptable mediator.

Any third party mediator designated to serve in accordance with the provisions of the Agreement shall be disinterested and shall be qualified to evaluate the performance of both parties.

This process shall be considered as a condition precedent to moving to court.

Equitable Relief

Nothing herein shall prevent either party from obtaining a court order enforcing the mediation process or such other temporary or equitable relief until such time that the dispute is settled or finally adjudicated.

