



**East
Hartford
Public
Schools**

"Schools that are the Pride of our Community"

Nathan A. Quesnel, Superintendent of Schools

Benjamin P. Whittaker, Director of Facilities

Invitation to Bid # 1752-19

Stevens (Synergy) Alternative High School Flooring Abatement and Replacement Project

East Hartford Public Schools (EHPS) seeks to abate approximately 20,800 of Vinyl Asbestos Tile (VAT) flooring at Stevens (Synergy) Alternative High School, along with associated cove base and mastic, and replace with Vinyl Composition Tile. Located at 40 Butternut Drive, East Hartford, CT, Stevens School was constructed in 1966, and most of the Vinyl Asbestos Tile (VAT) flooring in the 27,700 square foot building is original. This project will also include abating several other asbestos containing materials located in the building such as boiler/breaching insulation, mudded fittings, and flex connectors, and replacing these items with non-asbestos containing materials.

Proposals should be addressed as follows:

East Hartford Public Schools, Dept. of Facilities
Benjamin P. Whittaker, Director of Facilities
734 Tolland St.
East Hartford, CT 06108

Proposals must be plainly marked in the lower left-hand corner of the envelope as follows:

PROPOSAL NUMBER:	1752-19
PROPOSAL NAME:	Stevens (Synergy) Alternative High School Flooring Abatement and Replacement Project
OPENING DATE:	February 15, 2019
OPENING TIME:	12:00 PM (Noon)

A non-mandatory pre-bid conference will be held on Wednesday, January 30th, 2019 at 2:00PM in the Stevens (Synergy) Alternative High School main lobby, 40 Butternut Drive, East Hartford, CT.

Contractors are encouraged to participate in the site visit to view existing conditions. This will be the only opportunity to view the jobsite.

Questions related to this ITB must be submitted via e-mail to whittaker.bp@easthartford.org no later than 3:00PM on February 4, 2019. Any addendums, if necessary, will be published on the East Hartford Public Schools website and State of CT/DAS site by 3:00PM on February 7, 2019 .

cc: Nathan D. Quesnel, Superintendent of Schools
Benjamin P. Whittaker, Director of Facilities
Dan Ford, Maintenance Supervisor

INSTRUCTIONS TO BIDDERS

These instructions are standard for all Proposals issued by the East Hartford Public Schools, East Hartford, Connecticut, where a vendor is to furnish professional service to complete a Proposal as outlined in our detailed specifications. East Hartford Public Schools may delete, supersede or modify any of these standard instructions for a particular Proposal.

- 1.1 The attached Proposal is signed by the vendor with full knowledge of and agreement with the general specifications, conditions and requirements of this Proposal.
- 1.2 Submit Proposal in a sealed envelope marked with the vendor's name and address in the upper left-hand corner. Proposal number, name, opening date and opening time must be marked in the lower left hand corner.
- 1.3 Proposals received later than date and time specified will not be considered. Amendments to, or withdrawals of, Proposals received later than the date and time set for Proposal opening will not be considered.
- 1.4 After the opening of the Proposals, no Proposal can be withdrawn for a period of ninety (90) days.
- 1.5 The right is reserved to purchase either by option or the total options indicated, split awards and act, as it seems in the best interest of the East Hartford Public Schools.
- 1.6 It is the vendor's responsibility to check the East Hartford Public School website AND the State DAS website for changes to the bid prior to the bid opening. The bidder will be held to the bid and all addenda.
- 1.7 East Hartford Public Schools does not discriminate on the basis of sex, sexual orientation, race, religion or national origin.
- 1.8 East Hartford Public Schools reserves the right to waive any formalities in Proposals; to reject any and all Proposals, to waive technical defects and to make such award, including accepting a Proposal, although not the low bid, as it deems to be in the best interest of the East Hartford Public Schools.
- 1.9 East Hartford Public Schools may withhold acceptances of work and payment thereof when it is determined that said work or materials do not meet the specified requirements. Payment will not be made until corrections are made which are acceptable to the East Hartford Public Schools officials and/or their authorized agent.

INSTRUCTIONS TO BIDDERS (cont'd)

- 1.10 East Hartford Public Schools may make such investigation as deemed necessary to determine the ability of the bidder to discharge his contract. The bidder shall furnish the East Hartford Public Schools with all such information and data including references of similar projects conducted for other school systems as may be required for that purpose. East Hartford Public Schools reserves the right to reject any Proposal if the bidder fails to satisfactorily convince the East Hartford Public Schools that he/she is properly qualified by experience and has the facilities to carry out the obligations of the contract and to satisfactorily complete the work called for herein. Conditional Proposals will not be accepted.
- 1.11 Specifications cannot be relieved by anyone other than an assigned agent for East Hartford Public Schools. All changes must be in writing, signed by agent.
- 1.12 The successful vendor will be required to provide proof of insurance as outlined in Appendix A and sign an Indemnification Statement, a copy of which can be found in Appendix B.
- 1.13 All prices must be F.O.B. delivered.
- 1.14 The East Hartford Board of Education will not award a bid to any bidder who owes delinquent tax to the town. Bidders certify by virtue of their signature on the bid sheet that neither the bidder nor any business or corporation which the Bidder owns an interest is delinquent in tax obligations to the Town. The Purchasing Department will verify that no delinquent taxes are owed before any bid is awarded.

APPENDIX A INSURANCE REQUIREMENTS

A. GENERAL REQUIREMENTS

The **VENDOR** shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds and adequate amounts to secure all of the **VENDOR'S** obligations under this contract with an insurance company(ies) with an AM Best Rating of A-VII or better licensed to write such insurance in the State of Connecticut and acceptable to the Town of East Hartford Public Schools.

The insurer shall provide the East Hartford Public Schools with **Certificates of Insurance signed by an authorized representative of the insurer** prior to the performance of this contract describing the coverage and providing that the insurer shall give the East Hartford Public Schools written notice at least thirty (30) days in advance of any termination, expiration, or any and all changes in coverage.

Such insurance or renewals or replacements thereof shall remain in force during the term of this contract and any extensions.

The **VENDOR** at the **VENDOR'S** own cost and expense shall procure and maintain all insurance required and shall name the East Hartford Public Schools as Additional Insured on all contracts, except Workers' Compensation and Professional Errors & Omissions coverage's.

B. SPECIFIC REQUIREMENTS:

1) Workers' Compensation Insurance

The **VENDOR** shall provide Statutory Workers' Compensation Insurance, including Employer's Liability with limits of:

\$100,000 each accident

\$500,000 disease, policy limit

\$100,000 disease, each employee

2) Commercial General Liability Insurance

The **VENDOR** shall carry Commercial General Liability Insurance (Insurance Services Officer Incorporated Form CG-0001 or equivalent). A per occurrence limit of \$1,000,000 is required. The Aggregate Limit will be not less than \$2,000,000. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

SPECIFIC REQUIREMENTS (cont'd)

3) Business Automobile Liability Insurance

The **VENDOR** shall carry Business Automobile Liability Insurance (Insurance Services Office Incorporated Form CA-00001 or Equivalent). A per occurrence limit of \$1,000,000 is required. "Any Auto" (symbol 1 or equivalent) is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

C. OTHER:

The **VENDOR** shall carry Excess Liability Coverage in the amount of \$1,000,000 per occurrence.

East Hartford Public Schools reserves the right to amend amounts of coverage required and type of coverage's provided based on work or service to be performed.

D. SUBCONTRACTOR'S REQUIREMENTS:

The **VENDOR** shall require the same insurance that it is required to carry by the East Hartford Public Schools to be carried by any subcontractors and independent contractors hired by the **VENDOR** and to obtain Certificates of Insurance before subcontractors and independent contractors are permitted to begin work.

The **VENDOR** shall require that the East Hartford Public Schools be named as Additional Insured on all subcontractors and independent contractors insurance before permitted to begin work.

The **VENDOR** and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the East Hartford Public Schools and its officers, agents, servants and employees for losses arising from work performed by each on this contract.

APPENDIX A

CONTRACT	BROAD FORM CGL REQUIRED	AUTO LIABILITY REQUIRED	WORKMEN'S COMP. REQUIRED	PROFESSIONAL E & O REQ'D	UMBRELLA REQUIRED
CONSTRUCTION	\$1,000,000	\$1,000,000	CGS/100/500/100		\$2,000,000
NON-CONSTRUCTION	\$1,000,000	\$1,000,000	CGS/100/500/100		
PROFESSIONAL (1) SERVICES/ARCHI- TECTURAL OR ENGINEERING	\$1,000,000	\$1,000,000	CGS/100/500/100	\$1,000,000	
DELIVERED GOOD SERVICES UNDER CONTRACT	\$1,000,000	\$1,000,000	CGS/100/500/100		
BUILDING RENTAL ALL USE	\$1,000,000				

E. Asbestos Abatement companies are required to provide an Asbestos Abatement Liability Policy in the amount of \$1,000,000. This is in addition to all requirements under Construction Category.

THE CONTRACTOR MUST NAME THE TOWN OF EAST HARTFORD AS AN ADDITIONAL INSURED ON BOTH THE GENERAL AND AUTO LIABILITY POLICIES. CONTRACTOR MUST MAINTAIN COVERAGE FOR TERM OF THE CONTRACT.

FOOTNOTES:

- (1) Broad Form Commercial General Liability – Coverages shall be minimum limits of \$1,000,000 per occurrence, combined single limit for bodily injury and property damage liability. Automobile Liability – Coverage shall have minimum limits of \$1,000,000 per occurrence, combined single limit for bodily injury and property damage liability. This shall include owned vehicles, non-owned vehicles and employee non-ownership.
Workers Compensation – Must meet statutory limits of \$100,000 for each accident.

Builder's risk insurance – For all construction projects exceeding \$2,000,000 in value, Builders' Risk Insurance shall be required for the project. The General Contractor must carry this coverage with their base bid, however, the Owner may consider, after the Contract award, carrying this through their insurance carrier and accepting a credit from the General Contractor. The amount of coverage to be carried will be for the project amount. The bid shall include a separate charge for the Builders Risk policy.

Lockout/Tagout Policy

The Town of East Hartford and East Hartford Board of Education have developed a Lockout/Tagout Program. It is designed to meet the requirements found in Code of Federal Regulations (C.F.R.) 29 part 1910.147.

Part of that program is to give notice to all outside contractors, that when they are working on any equipment covered by this Code in or on our grounds, they are required to abide by these regulations.

It is the purpose of these procedures to establish a uniform and safe method of rendering machines and equipment inoperative for servicing and maintenance. It shall be used to ensure that the machine or equipment is isolated from all potentially hazardous energy sources. It should be locked out, tagged out, or both, before employees perform any servicing or maintenance activities where the unexpected energization, start-up or release of stored energy could cause injury to these employees or others.

A copy of our program is available for viewing at our Maintenance Office as well as a copy of OSHA Regulation, C.F.R.29 part 1910.147.

The Director of Facilities will be notified by outside contractors when they are required to perform (lockout/tagout) procedures on our premises. Failure on the contractors part to comply will leave him open to any liability actions the "Board" feels is necessary; forfeiture of contract award and responsible for any fines levied by OSHA for failing to comply.

Authorized employees will be responsible to comply with the procedures spelled out in our policy. A copy of the policy will be provided for review to each contractor authorized to perform work in the school system.

If any tag/lockout is to remain for duration over 8 hours, they are to notify and receive permission from the Maintenance Supervisor to do so. When restoring power back to any device, they will be responsible to notify those responsible at the building site as well as the Maintenance Supervisor, they have restored the equipment to running order. They are also required to provide any and all notification as outlined in our policy.

AT NO TIME SHALL ANY PROCEDURE IN THE EAST HARTFORD BOARD OF EDUCATION LOCKOUT/TAGOUT POLICY BE CONSTRUED AS A LICENSE TO VIOLATE PROPER SAFETY PRACTICES AND REQUIREMENTS OUTLINED IN CRF 29. PART 1910.147.

The Facilities Maintenance Manager may be reached at (860)622-5954.

CONFINED SPACE ENTRY

The Town of East Hartford and East Hartford Public Schools have developed a Confined Space Permit Policy to comply with OSHA CFR 29 Part 1910.146. In the event that the Scope of Work requires a Confined Space Permit, the contractor shall apply for such to the Director of Facilities. Any Contractor interested in viewing the Owner's Confined Space Policy may do so by visiting the following location between the hours of 8 A.M. to 4 P.M. weekdays.

APPENDIX B**CONTRACTOR INDEMNIFICATION**

The Contractor shall fully indemnify, defend and hold harmless the Town of East Hartford, the East Hartford Board of Education and all of their agents servants and employees 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 agreement and alleged to have been caused in whole or in part by the Contractor, and even if caused by the negligence of the Town of East Hartford, the East Hartford Board of Education or any of their agents servants or employees. This obligation shall further apply to:

- (1) actions, suits, claims, demands, investigations and legal, administrative or arbitration proceedings pending or threatened, whether mature, un-matured, contingent, known or unknown, at law or in equity, in any forum (collectively, "Claims") arising, directly or indirectly, in connection with this { Invitation to Bid and resulting 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 this { Invitation to Bid and resulting contract }, out of the Contractor's or Contractor Parties' Acts concerning its or their duties and obligations as set forth in this Invitation to Bid and resulting Contract; and
- (3) all damages, losses, s 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, 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 the Town of East Hartford or East Hartford Board of Ed shall be endorsed on the contractor's policies of insurance as additional insured.

The Contractor hereby further covenants and agrees to obtain a policy of insurance, with minimum limits of amounts listed in Appendix A, containing an endorsement that covers this agreement to indemnify, defend and hold harmless the Town of East Hartford or East Hartford Board of Education

The Contractor 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 the Town of East Hartford or East Hartford Bd. of Education is excess.

The Contractor 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.

The existence of insurance shall in no way limit the scope of this indemnification. The Contractor further undertakes to reimburse the East Hartford Public Schools for damage to property of the East Hartford Public Schools caused by the Contractor, or his employees, agents, subcontractors or materialmen or by faulty, defective or unsuitable material or equipment used by him or them.

STATE OF CONNECTICUT:

COUNTY OF: _____ SS
Signed: _____ Contractor
By: _____

Name

Street

City/State Zip

Date

Subscribed and Sworn to before me on this _____ day of _____.

Notary Public

**EAST HARTFORD PUBLIC SCHOOLS
1110 MAIN STREET
EAST HARTFORD, CT 06108**

TO: All Vendors

FROM: Paul Mainuli, Director/Business Services

SUBJECT: Affirmative Action

East Hartford Public Schools is an Equal Opportunity Employer. The Board of Education has made it a matter of policy that it will not transact business with firms, which are not in compliance with all Federal and State Statutes and Executive Orders pertaining to non-discrimination.

A copy of the Board of Education Affirmative Action Statement is printed on the bottom of this letter.

In order to have your firm listed on our acceptable vendor's list and thereby be eligible for consideration as a source for goods and services, please complete and return the following Statement of Policy to us.

Paul Mainuli
Director of Business Services

STATEMENT OF POLICY

It is the employment policy of _____ that there shall be no discrimination against anyone on the grounds of race, creed, national origin, sex, sexual orientation, or age in the hiring, upgrading, demotions, recruitment, termination and selections for training.

In addition, this form is in full compliance with the letter and intent of the various Equal Employment Opportunities and Civil Rights Statutes noted above.

_____ Date	_____ Signed (Name/Title of Company Officer)
_____ Area Code Telephone #	_____ Street Address
_____ Area Code Fax	_____ City/State

ITB # 1752-19

REFERENCE CHECKS

In the interest of securing competent contractors we are requiring the following information be provided with your Proposal. Failure to provide this information may jeopardize your firm being awarded this project.

Please provide three references:

Company Name

Contact Person

Telephone Number

Date Job Completed

Company Name

Contact Person

Telephone Number

Date Job Completed

Company Name

Contact Person

Telephone Number

Date Job Completed



Department of Facilities

Invitation To Bid 1752-19

**Stevens (Synergy) Alternative High School Flooring Abatement
and Replacement Project**

Background

East Hartford Public Schools (EHPS) seeks to abate approximately 20,800 of Vinyl Asbestos Tile (VAT) flooring at Stevens (Synergy) Alternative High School, along with associated cove base and mastic, and replace with Vinyl Composition Tile. Located at 40 Butternut Drive, East Hartford, CT, Stevens School was constructed in 1966, and most of the Vinyl Asbestos Tile (VAT) flooring in the 27,700 square foot building is original. This project will also include abating several other asbestos containing materials located in the building such as boiler/breaching insulation, mudded fittings, and flex connectors, and replacing these items with non-asbestos containing materials.

Bid documents for this project consist of the following:

- Project Manual containing specifications and plans developed by TRC Corporation, dated August 1, 2018.
- Stevens School Asbestos NESHAPS Report by TRC Corporation, dated November 6, 2018.
- AIA Document A104- 2017 "Standard Abbreviated form of Agreement Between Owner and Contractor" ****SAMPLE****.
- Department of Public Health AWP Approval Letter Dated October 4, 2018.
- Commission on Human Rights and Opportunities Contract Compliance Regulations.

Note: This project is being constructed through the State Department of Administrative Services Office of School Construction Grants and Review process, project # 043-0239 CV

Fixed price bids will be for a "Turn-Key" project consisting of all aspects of properly abating and disposing of all VAT, cove base, and associated mastics and replacing with VCT and vinyl cove base, as well as properly abating all other asbestos containing materials listed in the Project Manual and replacing with specified materials. The only project-related activity that EHPS will handle outside of this contract (and therefore is not included in the project manual) is moving and storing furniture in preparation for project activities.

Bids must be received in the East Hartford Public Schools Department of Facilities office at 734 Tolland St, East Hartford, CT 06108 no later than **12 P.M. on February 15, 2019.**

A non-mandatory pre-bid conference will be held on Wednesday, January 30th, 2019 at 2:00PM in the Stevens (Synergy) Alternative High School main lobby, 40 Butternut Drive East Hartford, CT 06108. Contractors are encouraged to participate in the site visit to view existing conditions. This will be the only opportunity to view the jobsite.

Bid Proposals

Contractors must provide the following in their bid package

1. General information and company history.
2. Describe at least (3) examples completed projects of a similar size and scope to this project. Provide a reference (Name, Organization, Phone Number) for each.
3. Pricing submitted using "Appendix A- Pricing"

Other Considerations

- **Project start date is June 24th 2019 (unless last day us school is pushed back due to snow days), and must be fully completed within 7 weeks of start date. With an anticipated start date of June 24th, project must be fully completed by August 12th, 2019. School will be closed to staff and the public during this time.**
- Work authorized under any contract executed as a result of this Invitation to Bid is expected to reach the thresholds requiring prevailing wages, so contractors shall bid using prevailing wage rates supplied in Addendum #1 to this Invitation to Bid.
- CHRO Compliance Language (Also see attached document):
The contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts and quasi-public agency projects, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at:

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806

- AIA Document A104- 2017 “Standard Abbreviated form of Agreement Between Owner and Contractor” will form the basis of the contract between EHPS and the contractor.
- Payment Procedure- Certified payment applications received by the **15th** of the month will be paid by the **15th** of the following month. If received on the above schedule, payment will be made within 30 days of receipt. Retainage will be **5%**. These figures will be added to sections 4.1.3 and 4.1.4 of the resulting AIA A104 contract.
- Contractors and all subcontractors must be properly licensed by the State of Connecticut.
- A Bid Bond in the amount of 10% of the contract value must be supplied with all bids in order to be considered.
- Payment (Labor and Materials) and Performance Bonds will be required for the full contract amount.
- East Hartford Public Schools are exempt from Connecticut Sales Tax. Do not include sales tax in any pricing submitted.

Selection Process

The lowest cost qualified, responsive and responsible contractor will be selected.

East Hartford Public Schools reserves the right to reject any or all bids.

Invitation to Bid # 1752-19 Appendix A- Pricing

Stevens (Synergy) Alternative High School Flooring Abatement and Replacement Project

1. Lump sum cost for all project activities as specified in plans prepared by TRC Corporation Dated August 1, 2018= \$_____

2. Change Order Overhead and Profit Stipulation:
 - a. The maximum allowable Overhead and Profit markup on any change order for work directly performed by the prime contractor is 10% over direct labor/material costs. If bidder is offering a lower OH&P markup, list here: _____%
 - b. The maximum allowable Overhead and Profit markup on any change order for work performed by a SUB CONTRACTOR of prime contractor is 10% over direct labor/material costs of the SUBCONTRACTOR, plus 5% of the total cost for the prime contractor (pass-thru). If bidder is offering a lower OH&P markup, list here: Subcontractor _____% + Prime Contractor (pass-thru) _____%.

SUBMITTED BY:

Vendor

Contact Person

Written signature

Title

Address: _____

Telephone#

Fax#

Email

Date

Tax Collector verification: _____

No delinquent taxes owed by the awarded bidder to the Town of East Hartford