

**AMITY REGIONAL SCHOOL DISTRICT #5
CENTRAL ADMINISTRATIVE OFFICE
25 NEWTON ROAD
WOODBIDGE, CONNECTICUT 06525**

April 12, 2019

**INVITATION FOR REQUEST FOR PROPOSAL
SPECIFICATIONS AND PROPOSAL FORM FOR**

DISTRICT ASPHALT REPAIR SERVICES

ANY INQUIRIES CONCERNING THE SPECIFICATIONS

SHOULD BE DIRECTED TO:

DIRECTOR OF FACILITIES

(203) 397-4817

SEALED PROPOSALS WILL BE RECEIVED NO LATER THAN

2:00 P.M., Monday, April 29, 2019

IN THE CENTRAL ADMINISTRATIVE OFFICE

MARK SEALED PROPOSAL ENVELOPE CLEARLY:

“DISTRICT ASPHALT REPAIR SERVICES BID”



INTRODUCTION

These specifications are for proposals from firms or individuals (Contractor) for the following services at the Amity Regional School District #5 (Amity) facilities: **DISTRICT ASPHALT REPAIR SERVICES.**

All proposals shall be submitted to Amity in accordance with these specifications and the conditions as set forth in the contract documents. The successful respondent will be required to sign a contract with the School District which will comply with the terms and conditions hereof.

It is the intention of Amity to select a Contractor to provide these services based on factors which include the comprehensiveness and quality of the proposal, the experience of the Contractor, the costs submitted by the Contractor, and factors which, in the opinion of Amity, will lead to efficient, cost effective, and well maintained facilities. Price in and of itself will not necessarily be the deciding factor in awarding the contract.

SPECIFICATIONS AND INSTRUCTIONS

1. **Purpose:** The Contractor will efficiently provide its services at Amity's facilities at each of the district schools including:

(Description of the work is attached as Exhibit A)

Amity remains responsible for insuring that the facilities are in conformance with state law and shall monitor the Contractor through periodic monitoring and reports. Amity retains control of the quality, and general nature of its facilities. Amity shall be assured by the Contractor that all federal, state and local regulations are being met in performing work under this contract.

2. **Contract:** The contract shall be for the period of July 1, 2019 through June 30, 2020. The contract and any renewals will be subject to termination with sixty (60) days notice by either party. A contract in the form attached as Exhibit B will be executed between Amity and Contractor. The contract shall include the request for proposal and attachments, and the Contractor's proposal as finally accepted.
3. **Contractor Eligibility:** The Contractor must submit appropriate evidence demonstrating the ability and the resources to provide the specified services at facilities of equal size. Submittal of this information must include a list of current contracts in operation in New England with total facilities size indicated and customers which have terminated your services in the past five (5) years must also be listed.
4. **Contractor Responsibility:** It is the responsibility of the Contractor to examine all provisions and visit each and every location where work is to be performed to become fully acquainted with the sites, problems, conditions, and other factors that pertain to the operation. No claim for relief due to mistakes or omissions will be entertained and each Contractor will be held to his proposal. Amity reserves the right to waive errors in proposals, to accept other than the low bidder, and reject any or all proposals at its discretion.
5. **Facilities and Equipment:** The Contractor shall provide all the necessary equipment. All of the Contractor's equipment shall be maintained at the Contractor's facility and the Contractor's expense. Amity shall **not** be responsible for providing the use of its facilities for storage.
6. **Fiscal Arrangements:** The Contractor shall keep and maintain accounting and billing records by the calendar month. Within fifteen (15) working days after the end of each month, Contractor will provide Amity with detailed invoice for all of its costs.
7. **Personnel:**
All personnel required to perform under the contract shall be the employees of the Contractor. Salaries and fringe benefits for such employees will be determined and provided solely by the Contractor. The Contractor will make available, staff which, in the opinion of Amity and the Contractor, is adequate for efficient management and to provide and supervision. The Contractor will employ only persons acceptable to Amity. In the event that the personnel changes, Amity shall be promptly notified in writing. If the substituted person(s) is/are unacceptable to Amity, the Contractor shall have 30 days to

find an acceptable person. If the Contractor fails to find suitable replacements, Amity may terminate the contract and obtain services from any other source it chooses.

8. **Health and Background Examinations:** The Contractor shall cause all of its employees to submit to periodic health examinations and background investigations at least as frequent and as stringent as required by law for school employees, and to submit satisfactory evidence of compliance to Amity.
9. **Discounts:** Buying and purchasing procedures will be according to state statutes and Amity policy and the Contractor will make every effort to take advantage of all trade discounts and rebates which shall be credited to the cost of operations. The Contractor will practice all feasible economies in the operation of Amity's facilities. No employee, official, manager, or representative of the Contractor shall accept gratuities or "kick-backs" of any sort. In the event of a violation, the personnel shall be immediately dismissed by the Contractor.
10. **Records, Certifications, Etc.:** The Contractor shall keep full and accurate accounts and records in connection with the services covered in this contract.

The Contractor will be totally and completely responsible for seeing that the operation is in complete conformity with all rules and regulations of the Connecticut Department of Education, Amity, and all other applicable Federal, State, and Local laws, codes or regulations. All assessments to Amity for noncompliance will be paid by the Contractor.

11. **Inventory:** Not applicable.
12. **General:** It will be strictly understood that the Contractor and its employees shall at no time bring upon the premises any alcoholic beverages for sale, gifts, or use in any manner whatsoever. No tobacco or drugs in any form are to be used by the Contractor or any of its employees on the premises.
13. **Award:** Award of contract will be to the Contractor that submits a proposal that is determined to be responsive to the invitation and most advantageous to Amity.
14. **INSURANCE:**
The successful Contractor will **NOT** commence work under the terms of the specifications until it has furnished a Certificate of Insurance to Amity showing that it has Contractor's Public Liability, Property Damage, and Workmen's Compensation insurance providing and including full coverage for all subcontractors, the Amity, its agents, and employees. The minimum limits are: Property and Liability Coverage - \$1,000,000 per occurrence; Workers Compensation – Statutory Requirements. Insurance policies shall contain a day cancellation and/or modification clause with the requirements of a written notice by the insurance company to the Amity. Amity Regional School District No. 5 shall be listed as additionally insured as well as certificate holder and must have proper endorsement from Insurance provider.
15. **INDEMNITY:**
The Contractor assumes the entire responsibility and liability in and for any and all damages and/or injuries of any kind or nature whatsoever to all persons, whether employees or otherwise, and to property arising out of or resulting from the services provided as herein set forth and provided for in the contract, and for any and all damages

and/or injuries of any kind which shall occur in connection therewith and said Contractor agrees to indemnify, defend and save harmless Amity, its agents, servants, and employees for and against any and all losses, expenses, including legal fees and disbursements, damages and/or injuries growing out of or resulting from or occurring in connection with the execution of the work herein provided for including, by way of example and not by way of limitation, any losses, expenses including legal fees and disbursements, damages or injuries occurring in connection with or resulting from the use by the Contractor, its agents or employees, of any equipment, stock, appliance, implements, works, tools or machinery, or any other property owned, rented, borrowed by or assigned to the aforesaid Amity arising under any law whatever, which may be in effect in the locality in which the work is situated or otherwise.

16. **SUBCONTRACTORS:**

Amity will recognize only the successful contractor for the proper execution of the entire work under the contract. The contract may not be assigned in whole or in part.

17. **MISCELLANEOUS:**

1. The selection of the Contractor to serve the needs of Amity is an important and complex task. It is recognized that there are probably many persons and/or entities that can provide the services and which would adequately meet these needs. Amity will exercise both objective and subjective rationale in the selection process. The Request for Proposals is intended to provide interested parties with uniform information concerning the requirements for submitting proposals. In responding to this Request for Proposals, proposal requirements and content format indicated herein must be adhered to. Failure to respond to all of the information requested may result in the disqualification of the proposal. The Contractor is free to suggest alternative program variations that would achieve Amity's objectives as stated above.
2. The submission of a proposal will be construed to mean that the respondent is fully informed as to the extent and character of Amity's requirements, and the respondent represents that it is willing and able to furnish the services requested in a satisfactory manner in complete compliance with the specifications.
3. Once submitted, all proposals become the property of Amity, which reserves the right to reject any and all proposals. Proposals must be firm and may not be withdrawn for 90 days, or until Amity awards the contract, whichever comes first.
4. Amity shall not be liable for any costs incurred by respondents in preparing or submitting proposals.
5. Amity reserves the right to accept any item or group of items proposed in any proposal, unless the respondent qualifies its offer by specific limitation. Amity reserves the right to select a respondent who is not the lowest priced respondent as it deems in its best interest.
6. Amity reserves the right to reject any proposal, in whole or in part, and to waive technical defects, qualifications, irregularities, and omissions, if, in its sole judgment, the best interests of Amity will be served. Each proposal received within

the required time frame will be evaluated individually by Amity. Each evaluation will come of necessity, consistent subjective judgments concerning each proposal.

7. Amity reserves the right to negotiate with any respondent regarding changes to the original proposal which may be deemed to be in the best interests of Amity.
8. In the event that such successful respondent fails to execute a contract within thirty (30) days after notification of award by Amity, Amity may cancel its action and reconsider other proposals or solicit new proposals.
9. Amity shall consider the successful Contractor to be the sole point of contact with regard to contractual matters including payment to performance of service by the Contractor, its agents and employees. The successful Contractor shall not be allowed to assign the contract nor delegate any responsibilities or duties to any third party without prior written consent of Amity.
10. If it becomes necessary to revise any part of this Request for Proposal or otherwise provide additional information, an addendum will be issued by Amity and furnished to all prospective respondents who have received copies of this original Request for Proposal.

**AMITY REGIONAL SCHOOL DISTRICT #5
WOODBRIAGE, CONNECTICUT**

LIST OF EXHIBITS

EXHIBIT A	SCOPE OF WORK
EXHIBIT B	GENERAL TERMS AND CONDITIONS
EXHIBIT C	OFFICIAL BID FORM

EXHIBIT A

SCOPE OF WORK AND RELATED INFORMATION DISTRICT ASPHALT REPAIR SERVICES

1. All prospective Contractors must; be State of Connecticut licensed for applicable installations, repairs, maintenance and testing; demonstrate a minimum of 5 years experience with work listed herein; demonstrate ability to secure OEM equipment for repair/replacement purposes.
2. Should a prospective Contractor need clarification or interpretation, he/she must request such in writing to the Director of Finance and Administration at least seventy-two (72) hours prior to the proposal opening. Responses shall also be in writing and shall be distributed to all known prospective Contractor(s). The Owner or its agents will not be responsible for any alleged oral instructions or interpretations given to prospective Contractor(s).
3. No proposal will be considered unless properly completed and signed by the Contractor.
4. The Contractor shall quote a unit price for turn-key operation, which includes labor, percent markup for materials, and delineate other Contractor charges if any (see Bid form).
5. A Certificate of Insurance with 60 days prior written notice of cancellation naming Amity Regional School District No. 5 as an additional insured must be filed by the successful Contractor with the Director of Finance and Administration before the contract is awarded.
6. The contract will be awarded within thirty (30) days of proposal opening.
7. The contract period will begin July 1, 2019 and end June 30, 2020.
8. Sites included are:
 - Amity Middle School, Bethany Campus (190 Luke Hill Road, Bethany)
 - Amity Middle School, Orange Campus (100 Ohman Avenue, Orange)
 - Amity Regional High School, (25 Newton Road, Woodbridge)
9. **SCOPE OF WORK** (includes, but not limited to)
 - Contractor shall:
 - (a) Amity has the need for various asphalt repairs at its other buildings; please submit pricing for repair work on the pricing page as directed
 - (b) Perform all work per Industry standards, and all other regulations and entities governing. Be available to perform work on 24/7 basis. Provide owner with 24/7 contact information.
 - (c) Provide all labor, materials, equipment and tools needed.
 - (d) Work only to be done AFTER coordinating with Director of Facilities or his/her Designee.
 - (e) Reclaim identified areas
 - (f) Re-grade entire area to provide proper pitch to the existing storm drains
 - (g) Install 4" of Item # 4 Base
 - (h) **Compact with an 8-10 ton roller**
 - (i) Install (2) 1.5" lifts of Class 2 asphalt on each lift
 - (j) **Compact each lift with an 8-10 ton roller**
 - (k) Successful contractor **must** contact Call Before You Dig prior to commencing any work

- (l) Contractor must submit a ticket from the asphalt plant verifying Class 2 asphalt; ticket must say Amity
- (m) All work to be completed in a workmanlike manner. Site is to be left clean and free of debris at the end of each work day
- (n) Work to take place during summer 2019, commencing after June 15, 2019; work must be complete by August 17, 2019
- (o) All bidders must include an anticipated timeline in which they can get the work done
- (p) All necessary permits and inspections are the responsibility of the successful bidder
- (q) Follow all applicable building and life safety codes
- (r) Please direct any questions regarding the bid specifications to Jim Saisa, Director of Facilities, at 203-397-4818, during normal business hours.
- (s) Please direct any questions regarding the bid process to Theresa Lumas, Director of Finance and Administration, at 203-397-4813, during normal business hours.

10. Technical Data

- (a) **SEE SPECS ABOVE**

EXHIBIT B
GENERAL TERMS AND CONDITIONS

1. Due Date and Delivery

Written responses in a **sealed** envelope must be submitted no later than **Monday, April 29, 2019, at 2:00 P.M.** All bidders must deliver two original written copies and one electronic version of your response to:

Theresa Lumas
Director of Finance and Administration
District Office
Amity Regional School District No. 5
25 Newton Road
Woodbridge, CT 06525

Please allow ample time for receipt of responses. Responses received after 2:00 P.M. on April 29, 2019, will not be accepted or recognized. **Postmarks do not determine actual receipt.** Sealed bids may be hand delivered. Facsimiles and e-mails are not acceptable.

2. Additional Information

Any questions or requests for additional information should be addressed, in writing, to Jim Saisa, Director of Facilities via mail to the address above or via email at jim.saisa@amityregion5.org.

Reasonable requests will receive expeditious response. Requests for additional information or interpretations must be received by the RFP Due Date, as described in the timetable. Interpretations, corrections and changes to this RFP will be made by Addendum issued by the District. Interpretations, corrections and changes of the RFP 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 the District in writing of its desire to receive Addenda.

EXHIBIT C
AMITY REGIONAL SCHOOL DISTRICT NO. 5
BETHANY, ORANGE & WOODBRIDGE, CT
OFFICIAL BID FORM
AMITY ASPHALT REPAIR SERVICES
2019 – 2020 SCHOOL YEAR

To be delivered in a *sealed envelope marked “AMITY ASPHALT REPAIR SERVICES”* to the Director of Finance and Administration, District Office, Amity Regional School District No.5, 25 Newton Road, Woodbridge, CT 06525 before **2:00 P.M. on Monday April 29, 2019.**

Having read the “Invitation for RFP”, “Scope of Work and Related Information” and all other related documents, the undersigned hereby agrees and proposes to provide services as outlined and submits proposal below. Acceptance of this proposal by Amity Regional School District No. 5, in writing, shall constitute the basis for a written contract between the two (2) parties for these services. All bidders **must** submit 2 original paper copies and 1 digital format copy of the bid submission.

BASE BID
FOR THE FISCAL YEAR ENDING JUNE 30, 2020

SIZE OF AREA	COST
Cost/Sq.ft. to repair 0-1000 sq.ft.	
Cost/Sq.ft. to repair 1000-3000 sq.ft.	
Cost/Sq.ft. to repair 3000sq.ft. and above	

COMMENTS:

Name of Bidder _____ Date _____

Name of Company _____ Telephone _____

Address _____ Fax _____

_____ 24/7 contact info _____

Signature of Authorized Agent _____