



TOWN OF WINDHAM

**Request for Proposal
for
Portable Classroom Renovation**

Issue Date: January 28, 2020

Bid opening:

**Wednesday, February 26, 2020, 2:00 PM
Town Managers Office
979 Main Street
Willimantic, CT 06226**

**Windham Public Schools
Dawn Thomacos, Director of Facilities
860-465-2336
dThomacos@windham.k12.ct.us**

**TOWN OF WINDHAM
979 Main Street
Willimantic, CT 06226**

1.0 RFP

1.1 BID ACCEPTANCE

The Town of Windham, hereby referred to as "Town", will accept sealed responses ("Bids") to this Request for Proposals (RFP) for Portable Classroom Renovation project which comply with the RFP, Bidder Instructions, General Conditions, Scope of Work, Time line Requirements, Awarded Contract Requirements, and Products and Services Specifications set forth below and submitted to the District at the following address:

Town of Windham
Town Managers Office
979 Main Street
Willimantic, CT 06226
Attention: Dawn Thomacos
North Windham Portable Classroom Renovation- Bid

1.2 INTENT TO BID FORM

All Bidders must complete and submit the Intent to Bid Form, in the form of Appendix A, no later than February 5, 2020. The Bidder shall be responsible for the timely delivery of the Intent to Bid Form. The Bidder shall make no additional stipulations on the Intent to Bid Form or qualify their Bid in any other manner.

The Intent to Bid Form must be completed and returned via mail to the District no later than 1:00PM on February 5, 2020 or can be submitted in person to the Town Managers Office on February 5, 2020 at Windham Town Hall, 979 Main Street, Willimantic, CT 06226.

Mailing address for Intent to Bid forms:

Windham Town Hall
Town Managers Office
979 Main Street
Willimantic, CT 06226
Bid Attn: Dawn Thomacos
North Windham Portable Classroom Renovation
Fax: 860-465-2337
Email: dThomacos@windham.k12.ct.us

1.3 FACILITIES/BUILDING WALKTHROUGH

All Bidders are required to attend a walkthrough meeting at the building where the Portable Classroom Renovation will be. The walkthrough meeting will begin promptly at the time specified whereby any/or all questions regarding the Portable Classroom Renovation project will be answered by the Director of Facilities. The potential bidders will be required to perform their own measurements of each area during the walkthrough. The walkthrough meeting is scheduled for 1:00 PM on February 5, 2020, at North Windham Elementary School, 112 Jordan Lane, North Windham, 06256.

1.4 Bid Security

- 1.4.1 Each Bid must be accompanied by Bid security made payable to Town of Windham in an amount of five percent of Bidder's maximum Bid price and in the form of a certified or bank check or Bid Bond.
- 1.4.2 The Bid security of Successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Award, OWNER may annul the Notice of Award and the Bid security of the Bidder will be forfeited. The Bid security of other Bidders whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of the seventh day after the Effective Date of the Agreement or the thirty-sixth day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven days after the Bid opening.

2.0 BIDDER INSTRUCTIONS

Direct any and all questions regarding the process and submission of a bid to Dawn Thomacos, Director of Facilities, at dThomacos@windham.k12.ct.us no later than 2:00 PM on February 19, 2020. Questions or requests received after this time will not be considered. Please include the bid project name in the subject of all correspondence.

2.1 BID OPENING

All Bid responses to this RFP must be in triplicate in a sealed envelope labeled as follows: NWS Portable Classroom Renovation - Bid and received by 2:00 PM on February 26, 2020.

- 2.1.1 No oral, telephonic, telegraphic, e-mail or facsimile Bids will be considered.
- 2.1.2 No Bids will be accepted or considered after 2:00 PM on February 26, 2020.
- 2.1.3 The Bidder shall be responsible for the timely delivery of the Bid; the District shall not be liable to any Bidder for any delivery or postal delays and postmarking to the bid opening date will not substitute for receipt of the Bid.
- 2.1.4 All timely submitted Bids received by the District will be publicly opened at Windham Town Hall, 979 Main Street, Willimantic, CT 06226 at 2:00 PM on February 26, 2020.
- 2.1.5 If the Town of Windham is closed due to unforeseen circumstances on the bid opening date, Bids will be due at the same time on the next day that the District is open.

2.2 CLARIFICATIONS AND CORRECTIONS

Direct any and all questions regarding the work to be performed or the specifications per this RFP by email to: Dawn Thomacos, Director of Facilities at: dThomacos@windham.k12.ct.us no later than 2:00 PM on February 19, 2020. Questions or requests received after this time will not be considered. Any questions, answers, clarifications or modifications to the specifications for the RFP will be issued by the District in the form of an addendum posted to the district and DAS websites. It shall be the responsibility of all interested firms to check the website for addenda prior to submitting a response to this request. THE TOWN WILL NOT MAIL A SEPARATE HARD COPY OF ADDENDUM TO BIDDERS. No addenda shall be issued less than 2 calendar days before the due date unless it is to postpone the due date. No verbal statements by the District will be considered as binding or enforceable against the District.

2.3 GENERAL REQUIREMENTS

- 2.3.1 The Town or its representatives shall not be held responsible for expenses incurred in the preparation or subsequent presentation of the Bid response.
- 2.3.2 This RFP for NW Portable Classroom Renovations is not an offer to enter into a contract, but rather a solicitation for Bids.
- 2.3.3 The Bidder shall supply, upon request, samples and/or brochures of the proposed materials and equipment with the Bid.

2.4 BID IDENTIFICATION REQUIREMENTS

The Bid shall include the full legal name of the Bidder, its business address, telephone number, and a statement identifying the Bidder as a sole proprietorship, partnership, corporation, or other legal entity. A proprietorship shall state the full name of the proprietor, a partnership shall state the full names of the general partners, and a corporation shall identify the state in which it is incorporated. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract.

- 2.4.1 The Bidder shall complete and submit, along with the Bid, a Bid Signature Page, Appendix B, in long hand, in ink, by an authorized representative.
- 2.4.2 The Bidder shall complete and submit, along with the Bid, a Bill of Materials/ Bid Form, Appendix C, summarizing the details of the Bid.
- 2.4.3 The submitted Bid shall include a list of at least three (3) references, including contact name and telephone number for similar work performed within the past three (3) years.
- 2.4.4 The submitted Bid shall include the Bidder's project implementation schedule, including the timeline for completing the work, the proposed staffing, and if the Bidder intends on using subcontractors, the proposed subcontractors.
- 2.4.5 The submitted Bid shall include a copy of the form of a certificate of insurance, demonstrating that the bidder has the insurance coverage required by Section 6.4.11 of this RFP.
- 2.4.6 The submitted Bid shall include samples of the proposed materials to be used in the project.

2.5 DEFINITIONS

The foregoing definitions are made available for the purpose of this RFP only.

- 2.5.1 District/Owner – Town of Windham.
- 2.5.2 Bidder(s) - Business Entities and/or Person(s) submitting the Bid.
- 2.5.3 Bid(s) - A complete and properly executed proposal to perform the Scope of Work, or designated portion thereof, for the sums stated within the Bid.
- 2.5.4 Base Bid - The sum stated in the Bid for which the Bidder offers to perform the Scope of Work.
- 2.5.5 Contract - The document that the selected vendor/contractor executes with the Board to provide services that are described in this RFP. The Contract shall include the Scope of Work. The main

provisions of the Contract are in Section 6 of this RFP.

2.5.6 Scope of Work - The scope of work described in this RFP.

2.5.7 Selected Vendor /Contractor - The Successful Bidder(s) who executes a Contract with the District.

3.0 GENERAL CONDITIONS

3.1 RIGHTS OF ACCEPTANCE OR REJECTION

The Town reserves the right to waive technical defects in Bids, to reject any and all Bids, in whole or in part, and to make such awards, in whole or in part, including accepting a Bid or a part of the Bid, although not the low Bid, that in its judgment will be in the best interest of the Board and/or the Town.

The Town shall be under no obligation to accept the lowest financial Bid if the lowest financial Bid is not deemed to be in the best interest of the board. Any or all Bids may be rejected if there is any reason to believe that collusion exists among the Bidders. Individual Bids may be rejected for irregularities of any kind, including without limitation, alteration of form, additions not called for, conditional Bids, incomplete Bids and unexplained erasures. Individual Bids may also be rejected if, in the opinion of the Board, such Bid Does not meet the standard of quality established by the Bid Documents. The foregoing provisions are for illustrative purposes and shall in no way limit the right of the Board to reject any and all Bids, in whole or in part.

The Town retains the right to waive any technical defects, irregularities, and omissions in the Bids received if the best interest of the Board shall be served. The Board further retains the right to award a Contract by item, group of items, or parts thereof if so divisible and if the best interests of the Board would be served, or to award contracts to one or more Bidders.

3.2 QUALIFICATION OF BIDDERS

For the purpose of assuring the District of the quality of workmanship, materials, products and/or services, the District will retain the right and has complete discretion to qualify or disqualify any Bidders on the basis of available information concerning the Bidder's ability to perform as needed and the suitability of the products and/or services included in the Bid as described in sections 3.4 and 3.5 below. Each Bidder, by submitting a Bid, represents that:

3.2.1 The Bidder has read and understands all the Bid requirements, conditions and specifications contained herein.

3.2.2 The Bidder visited the area during the walkthrough and took its own measurements of the area and familiarized themselves with the local conditions under which the work is to be performed.

3.2.3 The Bid is based upon the materials without exception, in all Bid documents supplied by the District.

3.3 VARIANCE AND PRICE

Any variance from the specifications in this RFP must be fully explained in writing by the Bidder. All prices shall be based on the Bidder's own measurements of the designated areas. All prices quoted in the Bid must be on a unit price basis and include the total price. The total price is a not-to-exceed price. The Contractor will be held to the not-to-exceed price, even if there was an error made in the measurements by the Contractor. The price of an item or unit of a given product as promised in a Bid cannot be changed by the Contractor regardless of whether the District changes the quantity of the item or unit needed.

3.4 MANUFACTURER(S) BRANDS/MODEL NUMBERS

Use of preferred brands will receive first consideration. Other manufacturers with comparable specifications and references, submittals, quality assurances and warranties will be considered.

3.5 MANUFACTURER(S) SUBSTITUTIONS

Any substitution from the specified products and/or services by the manufacturer(s) is acceptable if at no additional cost to the District and approved by an authorized District representative prior to placing the order for said products and/or services. The District reserves the right to refuse any and all manufacturer(s) substituted products and/or services.

3.6 MANUFACTURER(S) DISCOUNTS

The District reserves the right to receive any and all manufacturer(s) price reductions, discounts or rebates that are received by the selected vendor/contractor for the specified products and/or services. The selected vendor/contractor agrees to pass any and all cost savings from the manufacturer(s) for the specified products and/or services to the District by way of a setoff of monies owed or refund of monies paid by the District.

3.7 PROJECT IMPLEMENTATION

The selected vendor/contractor shall have sufficient resources in order to complete the project within the allotted timeframe and shall, upon request, demonstrate that they have the resources necessary to fulfill the Timeline Requirements, section 5.0.

3.8 PRODUCTS AND SERVICES SPECIFICATIONS

It is the intent of the specifications of this RFP to define the minimum acceptable quality of products and/or services. The product line must be of known quality from a nationally recognized manufacturer(s) who regularly advertises, promotes and distributes products and services to the school market.

3.9 VARIATIONS FROM SPECIFICATIONS

All variations from the specified products and/or services must be fully explained and included with the Bid. Manufacturer(s) Brands must be used in all cases.

3.9.1 The District reserves the right to increase or decrease quantities, or modify the specifications.

3.9.2 The selected vendor/contractor shall agree to a written modification of the terms of its original Bid within five (5) business days of receiving written notification of the increase or decrease in quantities, or modification of the specifications.

3.10 PARTIAL BIDS

Partial Bids will be considered, where appropriate.

3.11 WITHDRAWAL OF BIDS

Upon presentation of proper identification, any Bidder may withdraw his/her/its Bid any time prior to the Scheduled Bid Opening date and time in Section 2.1. No Bid shall be withdrawn for a period of ninety (90) days after the Bid Opening date and time.

3.12 BID EVALUATIONS

Considerations for awarding contracts will include price, product quality, service, delivery, and maintenance of products and /or services, adherence to specifications, past performance to the District, bidder reliability, warranties and familiarity with the projects and the facilities of the District.

3.12.1 It is the intent of the District to award the contract to the Bidder submitting the "best" cost effective Bid for the project; provided the Bid has been properly submitted and delivered, including all required documentation herewith, and considered reasonable in price.

3.12.2 Price being the primary factor, considerations, other than price alone, shall be used in determining the most successful Bid; technical experience, local service and support, and experience in educational environments arc used to perform the District's Bid evaluations.

3.12.3 The District will evaluate the merits of all Bids submitted and reserves the right to accept or reject and or all Bids.

3.13 SUPPLEMENTAL INFORMATION REQUESTS

The Bidder shall be prepared to provide the District, within ten (10) days of being notified of the awarded contract, the names of the suppliers for the materials used to complete the work. The District may request any and all Bidders to also submit, within ten (10) days of being notified, the following:

3.13.1 A description of any project, which the Bidder has completed in a satisfactory manner.

3.13.2 Any additional information that will satisfy the District that the Bidder is adequately situated and able to fulfill the terms of the proposed contract.

4.0 SCOPE OF WORK

The Scope of Work of the project is described below and will be incorporated into the Contract.

4.1 GENERAL DESCRIPTION

The contractor is responsible to remove & replace all flooring and subfloor, strengthen floor joists, install new floor covering, base & trim. Remove and replace existing acoustical ceiling & grid, remove and replace ceiling insulation w R-19 Fiberglas batt, replace lights with LED fixtures. Remove and replace existing windows with vinyl replacement, replace interior walls and repair framing as needed, trim, caulk and paint interior. Remove existing shingles, (remove & replace sheathing, were needed), install new ice and water at all edges, drip edge, repair soffits. Replace siding with Hardboard siding. Work to be reviewed at the time of project walkthrough with Director of Facilities with any associated notes at that time.

4.1.1 The contractor must obtain the necessary approved local and state building permits before the start of the project and is responsible for all required inspections.

4.1.2 All products and procedures used in this project must meet all local, state, federal and international building, fire and most current ADA codes. Specifically, work must conform to CT State building codes, including the ICC, ANSI, A 117.1 2009 Standard for Accessibility.

4.2 FACILITIES/LOCATION

North Windham Elementary School, 112 Jordan Lane, North Windham, CT 06256.

4.3 CONDITIONS

- 4.3.1 Furnish all tools, equipment, labor and material and perform all operations necessary for the complete installation of the work in this specification.
- 4.3.2 During the course of the project, the Contractor is responsible for removing from the project all waste materials and rubbish resulting from his operations and installation including all packing cartons and debris. Removal is to occur daily. Failure to do so will result in the Owner doing so and the cost thereof shall be charged to the Contractor as a deduction in his contract price, all debris be removed from the site by the contractor. Contractor must supply their own dumpster.
- 4.3.3 Any damage caused by the contractor to existing North Windham Elementary School property shall be repaired by the contractor at their expense prior to final payment for work completed.
- 4.3.4 The contractor shall furnish a written two (2) year guarantee as of the date of acceptance of the installation by the District and prior to payment. The guarantee shall cover repair or replacement due to defects in workmanship or materials.
- 4.3.5 All prospective bidders are required to visit the job site and examine job conditions, review job requirements and determine exact room and area dimensions prior to submitting a bid.
- 4.3.6 All bidders are required to attend the site walkthrough at 1:00 PM on February 5, 2020 and to perform their own measurements of each area.

4.4 DEFINITION OF WORK

- 4.5.1 Remove existing floor and subfloor.
- 4.5.2 New floor system shall be capable of supporting a minimum of 60 pounds per square foot live load. Floor framing joists need to be reinforced/sister for strength. Install ½" thick plywood subfloor.
- 4.5.3 Install new floor covering, base & trim.
- 4.5.4 Remove existing roof shingles. Installation shall be in strict conformance with the Roofing Manufacturers Specifications and with the national Roofing Contractors Association.
- 4.5.5 Repair/replace plywood sheathing as needed. Install new ice & water at all edges, drip edge, and repair soffits.
- 4.5.6 Install new gutters and downspouts on roof.
- 4.5.7 Replace exterior finish with 7/16" thick Prefinished Hardboard siding with reversed board and batten pattern and vertical grooves 8: on center, maximum. All trim to match the siding.
- 4.5.8 Perimeter of portable classroom shall be skirted with removable vented skirting which shall match the siding.
- 4.5.9 Remove & replace existing acoustical ceiling and grid. Ceiling tiles shall be 2' x 4' white suspended.

- 4.5.10 Remove & replace above ceiling insulation with R-19 Fiberglas batt.
- 4.5.11 Remove lights and replace with 2' x 4' lay-in energy saving LED, to provide 100 foot-candles at desk Level throughout the classroom.
- 4.5.12 Remove and replace existing windows with vinyl replacement window.
- 4.5.13 Repair framing as needed.
- 4.5.14 Trim, Caulk and paint interior
- 4.5.15 All products and materials used must be asbestos-free (SDS required in Bid Proposal).
- 4.5.16 Clean jobsite daily, haul away all debris daily.

4.6 SUMMARY

4.6.1 Quality Assurance

- 4.6.1.1 Manufacturer: All components necessary to install partitions as described.
- 4.6.1.2 ADA Guidelines: All renovations must be ADA compliant.

4.6.2 Submittals

- 4.6.2.1 Product Data: Submit manufacturer's technical data for each type of product and accessory, including information on building and fire code compliance.
- 4.6.2.2 Samples: Submit manufacturer's standard color charts and hardware to be considered for use in the project.
- 4.6.2.3 Maintenance Instructions: Submit two (2) copies of manufacture's recommended maintenance practices for the care of each product used in project.

4.7 PRODUCTS

4.7.1 Floor Covering

4.7.1.1 Materials & Manufacturers

- 4.7.1.1.1 Luxury Vinyl Tile
- 4.7.1.1.2 At minimum 3.175 mm

4.7.1.2 System Description

- 4.7.1.2.1 Glue down

4.7.1.3 Submittals for Review

- 4.7.1.3.1 Samples: Showing available colors and patterns.

4.7.4.4 Quality Assurance

4.7.4.4.1 Installer Qualifications: Minimum 3 years' experience in work of this section.

4.7.4.5 Warranties - Provide manufacturer's warranty against defects in material and workmanship under normal use.

5.0 TIMELINE REQUIREMENTS

5.0.1 Anticipated date for commencement of work is on or after June 29, 2020.

5.0.2 Work shall be completed by August 10, 2020

5.0.3 If any work goes beyond August 10, 2020, then the District may impose liquidated damages as described in Section 6.1.3 below.

5.1 PROJECT TIMELINE

The selected vendor/contractor shall have sufficient resources in order to complete the Scope of Work within the allotted timeframe and shall, upon request, demonstrate that they have the resources necessary to fulfill the timeline requirements for completing the entire project. The District is expecting the project to be completed in accordance with the following Project Timeline:

This RFP is available on District and CT DAS websites

Intent to Bid Due - no later than 1:00 PM, February 5, 2020

Walk through - 1:00 PM, February 5, 2020 at North Windham Elementary, 112 Jordan Lane, North Windham

Questions to be received - no later than 2:00 PM, February 19, 2020

Sealed Bids Due - no later than 2:00 PM, February 26, 2020

Sealed Bids Opened - 2:00 PM February 26, 2020

Selection of successful Bidder – anticipated on or before March 13, 2020

Project Begins – anticipation on or after June 29, 2020

Project Complete - no later than August 10, 2020

5.1.1 SCOPE OF WORK SCHEDULES

5.1.1.1 If and when the school buildings specified in the Scope of Work are occupied with students and school is in session, the selected vendor/contractor is expected to perform the project after school hours and without any additional costs to the District. Areas of the school building that are otherwise unoccupied with students and whereby instruction is not disturbed, the selected vendor /contractor may perform the Scope of Work with prior written authorization from the District.

5.1.1.2 Hours of work

When school is not in session, the Contractor will perform all work Monday through Friday from 7:00 AM to 3:30 PM (except holidays recognized by the BOE). During the anticipated contract period, there is only one Holiday recognized by the BOE on, Friday, July 3, 2020.

5.1.2 PROJECT IMPLEMENTATION SCHEDULES

All Bidders shall provide the District with a project implementation schedule that adheres to the timeline requirements stated above. Further, the project implementation schedule must

demonstrate that the selected vendor /contractor has the means and capability to complete the Scope of Work without disruption to school building instruction, activities and meetings.

6.0 AWARDED CONTRACT REQUIREMENTS

6.1.0 CONTRACT EXECUTION

The successful Bidder must execute the Contract with substantially the provisions contained in this Section 6. The terms, conditions and provisions in this Section 6 are incorporated into and made a part of this Request for Proposals. **Each Bidder should be thoroughly familiar with all the terms, conditions and provisions in this Section 6.** The Town will present the Contract to the successful Bidder for execution. The Contractor shall enter into a written contract with the Town, in a form satisfactory to the Town. If the successful Bidder is an entity, the contract must be signed in the legal name of the entity by an officer or other person authorized to contract on behalf of the entity. The Town will not execute the Contract until it has received and approved all required documents from the successful Bidder, such as requisite insurance certificates. The Town reserves the right, subject to mutual agreement with the successful Bidder, to extend the term of this Bid, at the Bid price, for a mutually agreed upon period of time. The Bidder shall execute and deliver the Contract to the Town within five (5) business days of being notified that the Bid is accepted and that the selected vendor/contractor is awarded a contract to perform the Scope of Work in accordance with all terms and conditions contained herein. The Town will sign and return such Contract. The awarded contract must be SIGNED and DATED by both the Town and the awarded vendor/contractor prior to start of any work.

6.2.0 CONTRACT SECURITY

The contractor shall provide separate Performance and Payment Bonds each for 100 percent of the project.

6.3.0 RETAINAGE

Five Percent of the project cost will be retained for thirty (30) day after substantial completion.

6.4.0 SEPARATE CONTRACT

The Town reserves the unrestricted right to award different portions of the project, as broken out in the Bill of Materials/ Bid Form, Appendix C, to separate vendors/contractors as separate contracts. Said separate contracts shall be based on the Town's evaluation and interpretation of the "most cost effective" means for the Town to complete the Scope of Work for this project.

6.4.1 CHANGES TO SCOPE OF WORK

The Town, without invalidating the Contract, may order changes within the Scope of Work consisting of additions, deletions, and/or modifications, the total cost paid to the Contractor and the date for the completion of the work being adjusted accordingly. All said changes in the Scope of Work shall be authorized by written "Change Order(s)", signed by the Town, and will be executed under applicable condition of contract documents.

6.4.1.1 The total cost paid to the Contractor and the date for the completion of the work may be changed only in writing.

6.4.1.2 The cost or credit to the District from all " Change Order(s)" shall be

determined by mutual, written, agreement.

6.4.1.3 The Town will not pay invoices for work performed by verbal authorization.

6.4.2 TERMINATION OF AWARDED CONTRACTS

If the selected vendor/contractor defaults or neglects to carry out the Scope of Work and sections referenced therein, in accordance with the Contract and/or fails to perform any provision of the Contract, the Town may, after three (3) days written notice to the selected vendor/contractor and without prejudice to any other remedy it may have, at its option (a) make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the selected vendor/contractor, or (b) may terminate the Contract, in which case the Contractor shall leave the site upon the termination date of the Contract and the Contractor shall not be entitled to payment, or (c) may allow the selected vendor/contractor to continue work, but if such work continues past **August 10, 2020**, impose an amount of two hundred (\$200) dollars per calendar day as liquidated damages on the selected vendor/contractor, until the work is completed. Such liquidated damages amount would be deducted from the amount to be paid the Contractor.

The Town has included non-performance damages in the event that financial remedies are needed to ensure the timely completion of the project. The Town and Contractor agree that in certain circumstances, the actual amount of damages incurred by the Town will be difficult to assess and/or may be immeasurable. Accordingly, under the circumstances described above, the Town may assess damages against the Contractor, to be paid as liquidated damages and not as a penalty or forfeiture. Prior to the implementation of any liquidated damages, the Town will attempt to meet with the Contractor to determine if there are any mitigating circumstances that have caused the issue that might lead to the issuance of liquidated damages, but it is the Town's decision on whether or not a mitigating circumstance existed. In view of the difficulty the Town will suffer by reason of defaults on the part of the Contractor, the sum described above is hereby agreed upon and shall be deemed damages for breach of this Contract.

It is expressly understood by the Contractor that the Town, by not exercising its rights, or by waiving any of the provisions of the Contract, or by exercising the provisions of this Contract in a particular way, shall not be deemed to have waived any of its rights or the Contract requirements despite any previous non-exercise or waiver.

If the Town terminates the Contract and the cost to replace the Contract exceeds the original cost of the Contract, the selected vendor/contractor shall pay the difference to the District.

6.4.3 SUBCONTRACTOR PERFORMANCE

A Subcontractor is a person, firm, company or corporation who has a contract with the Contractor to perform any work for completing the project. The Contractor shall be responsible for the actions, inactions, and work performed by any subcontractor. Contracts between the Contractor and the subcontractor shall be in accordance with the terms of the Contract to complete the Scope of Work. The Contractor shall furnish to the District, in writing, a list of any/all subcontractors proposed to perform any part or portion of the Scope of Work to complete the project. The Contractor shall not employ any subcontractor to whom the Town objects and will submit an acceptable

substitute.

6.4.4 INSPECTIONS

The Town and its agents have the right to inspect the selected vendor/contractor's work periodically to determine that proper materials were used and that the progress and quality of work completed is in accordance with the contract.

6.4.4.1 All materials used for the project must be in compliance with the information contained in the successful bid.

6.4.5 INVOICE/PAYMENT REQUIREMENTS

The Town will pay the price that the Contractor indicated on its bid form as the not to exceed price. The Contractor shall submit an invoice to the Town detailing the work completed. Invoicing for payment(s) will be made 100% upon completion of the Scope of Work and acceptance of the completed project by the Town. Payments will be paid NET 45 days AFTER receipt of invoice. The Contractor shall not bill more than the not-to-exceed price contained in the Contractor's bid form. The price shown in the Contractor's bid form covers all labor, equipment and services required to complete the project, and shall also incorporate any other materials, supplies, overhead, and profit of the Contractor, and the Grand Total price shown in the Contractor's bid form is "all-inclusive."

6.4.5.1 When applying for payments, the selected vendor/contractor shall submit to the Town and its agents an itemized invoice based upon the installation schedule and supporting documentation required herein.

6.4.5.2 The project shall be considered complete when the Scope of Work has been completed, accepted by the Town and its agents and the following items are furnished to the Town; waivers of lien submitted showing all payrolls, material bills and other indebtedness connected with the project have been paid. The selected vendor/contractor must submit the waivers of lien and a signed final inspection document before the final payment is requested.

6.4.5.3 Payment may be withheld by the Town and its agents for; a) defective work not remedied, b) claims filed and unresolved, c) failure of the selected vendor/contractor to properly pay for labor, materials or equipment, or proper payment to Sub-contractors, and/or d) damages to the Town and its agents or another contractor.

6.4.6 GUARANTEES, WARRANTIES AND CORRECTION OF WORK

6.4.6.1 The selected vendor(s)/contractor(s) shall guarantee the services and/or products provided to the District and its agents for, at least, two (2) years after the final payment covering all workmanship and materials specified in the Contract. The selected vendor/contractor shall serve as the point of contact for any issues. If the District contacts the selected vendor/contractor with any issues, the Contractor Shall ensure that any defects in workmanship or materials for which a claim is Submitted by the District or its agents within the two (2) year period must be corrected or replaced within thirty (30) days.

6.4.6.2 The selected vendor/contractor shall warrant that all materials provided as part of the project is new, unless otherwise specified, and that all work performed will be of good quality, free from faults and defects, and in adherence to the Product and

Services Specifications in this RFP.

- 6.4.6.3 The North Windham Portable Classroom Renovation project shall be warranted by the Contractor under this provision for two (2) years.
- 6.4.6.4 Whether the Contractor or the manufacturer repairs or replaces any product under the warranty, the Contractor must ensure that they use new materials or products of the same Lot # of the same design.
- 6.4.6.5 Any such repairs or replacement will be warranted for either a) ninety (90) days or b) the remainder of the original two (2) year warranty period, whichever is longer.
- 6.4.6.6 The selected vendor/contractor shall correct any work that fails to conform to the requirements of the Contract where such failures or any defects are due to faulty materials, equipment or workmanship which appear within a period of two (2) years from the date of completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract. These provisions apply to all work performed by employees of the selected vendor/contractor and any Subcontractors.
- 6.4.6.7 The selected vendor(s)/contractor(s) must furnish the Town the product and labor warranty information. The Town shall get the benefit of any manufacturer's warranties in addition to the warranties from the Contractor. The selected vendor/contractor has one (1) point of contact person for the Town to contact for any/all North Windham Portable Classroom Renovation issues where applicable.
- 6.4.6.8 The warranty shall cover the North Windham Portable Classroom Renovation against defects in workmanship, components, and performance, and follow-up support after project completion for a period of two (2) years from the date of installation acceptance by the Town.
- 6.4.6.9 The warranty shall cover all labor and materials necessary to correct any/all failed portion(s) of the North Windham Portable Classroom Renovation and to demonstrate performance within the original installation specifications after repairs are accomplished.
- 6.4.6.10 The selected vendor/contractor shall provide said North Windham Portable Classroom Renovation warranty at no additional cost(s) to The Town and its agents.

6.4.7 RIGHT TO REJECT OR STOP THE WORK

The Town and its agents may reject work which does not conform to the Bid or awarded contract specifications. If the selected vendor/contractor fails to correct any defective work or fails to supply labor, materials, or equipment in accordance with the specifications of the awarded contract, the Town and its agents may order the selected vendor/contractor to

stop all work, or any portion thereof; until the cause for such order has been eliminated.

6.4.8 INDEMNIFICATION

The selected vendor /contractor shall indemnify and hold harmless the Town and its agents and employees from and against all claims, damages, losses and expenses including attorneys' fee arising out of or resulting from the performance of the project; provided that any such claim, damage, loss or expense is attributable to a) bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting from and b) is caused in whole or in part by any act or omission of the selected vendor/contractor and/or Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. In any and all claims against the Town or any of its agents or employees, by any employee of the selected vendor/contractor, and/or Subcontractor, anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the selected vendor/contractor and/or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.4.9 FORCE MAJURE

Except for the Town obligation to pay the selected vendor/contractor, neither party shall be liable for any failure to perform its obligations under the awarded contract or any Scope of Work if prevented from doing so by a cause or causes beyond its control, including without limitations, acts of God or public enemy, failure of suppliers to perform, fire, floods, storms, earthquakes, riots, war, and restraints of government and specifically excluding any Contractor labor issues.

6.4.10 LIABILITY REQUIREMENTS

The selected vendor /contractor shall be responsible for initiation, maintaining, and supervising all safety precautions and programs in connection with the project. The selected vendor/contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to 1) all employees on the project and other persons who may be affected thereby, 2) all the Scope of Work and all materials and equipment to be incorporated therein, and 3) other property at the site or adjacent thereto.

6.4.10.1 The selected vendor/contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.

6.4.10.2 All damage or loss to any property caused in whole or in part by the selected vendor/contract, any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the selected vendor/contractor, except damage or loss attributable to the fault or negligence of the District and its agents.

6.4.11 INSURANCE REQUIREMENTS

No work connected with this project may start until the selected vendor/contractor has submitted a Certificate of Insurance executed by the selected vendor/contractor's insurance carrier showing required insurance coverage and The Town of Windham and State of Connecticut are named as additional insureds on said policy. An endorsement or statement waiving the right of cancellation or reduction in coverage, unless thirty (30) days prior written notice is given to the Town by registered or certified mail, shall be included. As a condition of performing work as a vendor/contractor, the Contractor must provide the Town and its agents with satisfactory evidence of insurance coverage as follows:

6.4.11.1 Workers Compensation and Employer's Liability Insurance covering the Contractor's statutory obligations in the State of Connecticut.

6.4.11.2 All policies should also include a Waiver of Subrogation.

6.4.11.3 Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's Rating of "A- " VIII. In addition, all Carriers are subject to approval by The Town of Windham.

6.4.11.4 Commercial General Liability Insurance written on an OCCURRENCE policy form includes coverage for the Contractor's operations, personal injury, XCU (explosion, collapse and underground), independent contractors, contractual and products-completed operations with limits as liability as follows:

6.4.11.4.1 If the Contractor's policy is written on a form other than the 1986 ISO Simplified form, minimum limits are as follows:

- **Commercial General Liability Insurance**
\$2,000,000 per occurrence/ \$1,000,000 general and products/completed operations aggregate. The general aggregate shall apply on a per-project basis.
- **Automobile Liability**
\$500,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
- **Umbrella (Excess Insurance)**
\$40,000,000 each occurrence and aggregate.

6.4.12 CLEAN-UP

The selected vendor/contractor must, at all times, keep the premises free from accumulations of waste materials, caused by the work and must leave the work area broom clean, or its equivalent; and upon completing the work, must remove all work related rubbish from and about the building(s) and must leave the work area broom clean, or its equivalent. In the case of a dispute, the Town may remove the rubbish and charge the cost to the selected vendor/contractor by deducting such amount from its payment. Cost of dumpster is at vendor/contractor's expense.

6.4.13 ROYALTIES AND PATENTS

The selected vendor/contractor must pay for all royalties, copyright, trademark and patents and must defend all suits for claims or infringements on copyrights, trademarks and/or patent rights and shall indemnify and hold the Town harmless from any and all claims

and/or loss related to claims and/or infringements on copyrights, trademarks and/or patent rights, including reasonable attorney fees and costs incurred by the District.

6.4.14 FEDERAL, STATE AND LOCAL TAXES

All products and/or services furnished by the selected vendor/contractor must comply with all applicable federal, state and local codes, permits and regulations, including prevailing wage. All prices must include, and the selected vendor/contractor must pay, all taxes levied by the Federal, State, and Local Governments, on both labor and materials.

The Town reserves the right to require evidence of such tax payments prior to final payment of the contract. The Town is exempt from Federal Excise and State Sales Taxes. To comply with these regulations, sales tax is not to be included in the contract price.

6.4.15 NO DISCRIMINATION

The Contractor shall maintain policies of employment and agrees as follows: That it will not discriminate or permit discrimination against any person or group of persons in any manner prohibited by the laws of the United States, the State of Connecticut or the Town's nondiscrimination policies.

6.4.16 NO SMOKING POLICY

The District adheres to a mandatory no smoking policy on school premises and/or at school functions. All selected vendors/contractors shall comply with this no smoking policy.

6.4.17 CANCELLATIONS

The Town reserves the right of cancellation for non-performance of the terms specified in the awarded contract.

6.4.18 MISCELLANEOUS CONTRACT PROVISIONS

The awarded contract will be governed by the laws of the State of Connecticut. The selected vendor/contractor shall not assign the contract or sublet it or portions thereof without the prior written consent of the District.

7.0 PRODUCTS AND SERVICES SPECIFICATIONS PORTABLE CLASSROOM RENOVATION SPECIFICATIONS

7.1 INTRODUCTION

These Product and Services Specifications provide the Bidder with the North Windham Portable Classroom Renovations requirements for the project requested by the Town in this RFP. The intent of the Portable Classroom Renovations specifications is to provide relevant information that allows the Bidder to bid the labor, supervision, materials and consumables to Renovate the North Windham Portable Classroom.

7.1.1 The bidder is responsible for proposing any and all items required for a complete Portable Classroom Renovations even though it may not be identified in the specifications incorporated here in.

7.1.2 The successful Bidder shall meet or exceed all requirements for the Portable Classroom Renovations described in this RFP and any Bid attachment documents provided by the Town and its agents.

7.1.3 If, for any reason, any Bid attachment document is in conflict with the details in the specifications herein this RFP, the forgoing written specification shall take precedence.

7.2 APPLICABLE DOCUMENTS

The Portable Classroom Renovations described within the specifications is derived, in part, from the recommendations in industry standard manuals and documents. The Bidder is responsible for determining and adhering to the most recent release of applicable documents when developing their proposal for the Portable Classroom Renovations.

7.2.1 If a conflict exists between the applicable documents, then the aforementioned numeric list of applicable documents shall dictate the order of precedence in resolving such conflicts. This order of precedence shall be maintained unless a lesser order document has been adopted as code by a local, state, or federal entity. If a conflict further exists, documents adopted as code shall take precedence.

7.2.2 If the specifications incorporated herein and any of the aforementioned applicable documents are in conflict with each other, then the more stringent requirement shall apply. All applicable documents listed are, to the best of the District and its agent's knowledge, considered to be the most current releases of said documents.

APPENDIX A- INTENT TO BID FORM

If the Bidder intends to submit a Bid for the North Windham Elementary School Portable Classroom Renovations project, this Intent to Bid Form must be completed and returned via mail, fax or email to the Town no later than 1:00 PM on February 5, 2020 or can be submitted in person to Dawn Thomacos on February 5, 2020 immediately prior to the 1:00 PM walkthrough.

All bidders are required to attend the walkthrough at 1:00 PM on February 5, 2020, North Windham Elementary School, 112 Jordan Lane, North Windham, CT 06256

Mailing address for Intent to Bid forms:

Windham Town Hall

979 Main Street

Willimantic, CT 06226

Town Managers Office

Attn: Dawn Thomacos, WPS Director of Facilities

North Windham Portable Classroom Renovation Project

Email: dthomacos@windham.k12.ct.us

PLEASE PRINT INFORMATION BELOW

Name of Company: _____

Street Address: _____

City: _____

State: _____

Zip: _____

Contact Name: _____

Title: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Date: _____

APPENDIX B - BID SIGNATURE PAGE

I have examined the RFP Bid conditions and specifications herein and agree that if my company is awarded a contract to provide any of the products and/or services sought in this RFP, my company will provide the Town with the products and/or services

according to the RFP, Bidder Instructions, General Conditions, Scope of Work, Timeline Requirements, Awarded Contract Requirements, and Products and Services Specifications of this RFP for the price submitted herewith. Any and all deviations from the RFP Bid specifications are in writing and attached.

Submitted by:

Company Name: _____

Company Address: _____

City, State & Zip: _____

Telephone: _____

Fax: _____

Email: _____

Representative Name: _____

Title: _____

Signature: _____

Date: _____

Do not write below this line: For District and its agents Use Only _____

The following items are enclosed and/or included on the RFP:

- Proposal(s)
- Intent to Bid (Appendix A)
- Bid Signature Page (Appendix B)
- Bill of Materials (Appendix C)
- Three (3) references, one (1) of which is a public school (Appendix E)
- Project Implementation Schedule
- Form of Certificate of Insurance
- Samples

APPENDIX C - BILL OF MATERIALS/ BID FORM

I/we, the Bidder, hereby propose to furnish, deliver and install the below listed items for the Grand Total Price

indicated in accordance with the terms, conditions and specifications included in the Request for Proposals – North Windham Portable Classroom Renovations.

BASE BID - Portable Classroom Renovations (Must include all components and installation costs described in the Scope of Work, including Labor). If needed, please attach additional sheet.

Quantity (to be determined and completed by Bidder)	Description	Unit Price	Total Price
GRAND TOTAL:			

The Bidder acknowledges that the Grand Total Price is the NOT TO EXCEED price to be included in the Contract.

The price bid by the Bidder covers all labor, equipment and services required to complete the project, and shall also incorporate any other materials, supplies, overhead and profit of the Bidder, and the Grand Total price bid by the Bidder shall be “all-inclusive”.

APPENDIX E – References

Prove at least three (3) references, one (1) of which is a public school:

1. BUSINESS NAME: _____
ADDRESS: _____
CITY, STATE: _____
TELEPHONE: _____
INDIVIDUAL CONTACT NAME AND POSITION: _____

2. BUSINESS NAME: _____
ADDRESS: _____
CITY, STATE: _____
TELEPHONE: _____
INDIVIDUAL CONTACT NAME AND POSITION: _____

3. BUSINESS NAME: _____
ADDRESS: _____
CITY, STATE: _____
TELEPHONE: _____
INDIVIDUAL CONTACT NAME AND POSITION: _____
