



## **Request for Proposal**

# **Design/Build of the Turf Field & Running Track Replacement at Rockville High School**

**Vernon Public Schools, Connecticut  
BID #VPS-FY21-001**

**Inquiries:**            **Angela Tianyi Wang**  
                                 **Director, Business and Finance**  
                                 [anwang@vernon-ct.gov](mailto:anwang@vernon-ct.gov)

**Proposals Due:**      **Monday, December 7, 2020**  
                                 **10:00 AM EST**

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## 1. General Provisions

### 1.1 Introduction

Vernon Public Schools (VPS) is now accepting sealed bids for the **Design/Build of the Turf Field & Running Track Replacement at Rockville High School**, 70 Loveland Hill Road, Vernon, CT 06066.

### 1.2 Product and/or Service Specifications

#### a. Technical Requirements

Bidders are to design and supply all equipment, scaffolding, labor and materials to complete the Turf Field & Running Track Replacement on the stadium field at Rockville High School, 70 Loveland Hill Road, Vernon, CT 06066.

Design/build work shall include, but not limited to:

- Excavation of current field
- Necessary drainage
- Track Surface Replacement
- Goal post removal and replacement and netting system along the end of the “D” zones. Netting will be on the end of the track, around the corners. It will not be directly behind the goal posts.
- Address all matters concerning ADA accessibility
- Protect the track while the turf is being installed. Vehicles that will be permitted on the track or field surface shall include golf carts, small utility vehicles (gators), and lawn tractors only. All other vehicles are prohibited. If any permitted vehicles or other machinery are to be driven on the track, a protective covering or mat must be utilized.
- Artificial Turf Installation
- Artificial Turf Product Supplier
- Electrical Systems
- Underground Plumbing & Pipefitting Systems
- Speaker System & Public Address Systems
- Site Construction
- Install track asphalt in both “D Zones”
- Long jump runway and pit, pole vault, and high jump area in “D Zones”
- Demo existing long jump runway and box
- Grade & Compact Subgrade
- Laser grade new and existing area to within manufacture tolerances
- Furnish & Install new synthetic turf with the following:
  - Water and electrical connections at each corner of the field and at mid field.
  - Center Logo - “R”
  - Blue section along each sideline with “ROCKVILLE” on the turf
  - White lines for football stitched in
  - Yellow lines for soccer stitched in
  - Infill TBD

- Perform regularly scheduled maintenance twice (2) per year throughout the life of the warranty. The inspection and maintenance will be performed by an Authorized Maintainer approved by the Turf Manufacturer that will include the grooming of the field with Maintainers equipment, checking of seams, base, inlays, and infill depth.

**13 Qualifications of Bidders**

VPS is seeking well-qualified and experienced bidders for this project. As part of the bid proposal, please include the following information:

- Please provide three (3) current or former client references that are applicable to projects of this scope.
- List the number of currently employed full-time and part-time employees.
- Briefly describe the project management process.
- Complete the following form:

Project Price/Description Sheet		
Turf product/in-fill/pad system		
Item	Description: (product, quantity, weight, size, etc.)	Cost
Turf square footage		
Fiber Height		
Infill system		
Backing system & Permeability		
Shock pad system		
Subgrade work		
Rock type and amount		
Track Asphalt D zones		
Warranty and/or guarantees		
Sweeper/groomer		
Football lines to meet NFHS standards	White, stitched	
Soccer lines to meet NFHS standards	Yellow, stitched	
Logo design on midfield	"R"	
Additional/other	Blue lane on each sideline with "ROCKVILLE" embedded in white	
Additional/other		

Total project cost		
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**14 Mandatory Site Visit**

All bidders who are interested in submitting a proposal on this project are required to attend a mandatory site visit to be held on **Monday, November 16, 2020 at 10:00 AM EST** at Rockville High School located at 70 Loveland Hill Road in Vernon, Connecticut. **Should there be inclement weather on this day, please contact Diane Ritchotte at [dritchotte@vernon-ct.gov](mailto:dritchotte@vernon-ct.gov) to confirm if still scheduled.**

**15 Anticipated Timeline and Work Hours**

Bidder must provide implementation plan and timeline as part of the RFP. All work shall be done at such times as the VPS shall deem appropriate. Work must be finished by end of day on **Friday, August 20, 2021. Any exception to this date will require mutual written agreement between both parties. This project cost exceeds \$100,000.00 and will be a prevailing wage job.**

**2. Response Instructions**

The submitted proposal must follow the rules and format established within this RFP. Adherence to these rules will ensure a fair and objective analysis of all proposals. **Five (5) printed copies of the proposal must be provided.** Each bidder shall be responsible for all costs incurred in order to prepare and submit their response to this RFP. All submitted materials become the property of VPS. Failure to respond to any of the RFP instructions will eliminate your proposal from any further consideration.

**2.1 Delivery of Proposals**

RFPs must be submitted in a sealed envelope labeled with **“Bid #VPS-FY21-001, “Design/Build of the Turf Field & Running Track Replacement at Rockville High School”** and clearly marked **“BID – DO NOT OPEN”** on the outside of the envelope to: Ms. Angela Tianyi Wang, Director of Business and Finance, 30 Park Street, Vernon, Connecticut 06066 by **Monday, December 7, 2020 by 10:00 AM EST** at which time proposals shall be opened and read aloud publicly. The bid envelope should also bear on the outside the name of the Bidder, his address, and his license number if applicable. It is the sole responsibility of the bidder to see that their RFP is received at the proper time. Any proposal received after the proposal due date and time shall be eliminated from consideration.

**2.2 Questions and Communications**

Bidders are hereby notified not to contact any member of the Evaluation Committee, or any member of the VPS staff and its’ elected officials, except as provided herein regarding this proposal until such time as a contract has been awarded. All questions about the proposals should be directed to Angela Tianyi Wang by email at [anwang@vernon-ct.gov](mailto:anwang@vernon-ct.gov) no later than **Wednesday, December 2, 2020 at NOON EST.** Answers to all received questions will be posted

on the VPS website at <http://www.vernonpublicschools.org/bid-requests> under “**Bid #VPS-FY21-001, “Design/Build of the Turf Field & Running Track Replacement at Rockville High School”**”.

### **2.3 Public Opening of Bids**

VPS will hold a Public Bid Opening for all proposals submitted. All bids will be opened and recorded by the VPS Business Office on **Monday, December 7, 2020 at 10:00 AM EST** after which all bids will be available for public inspection. **Only one representative from each bidder will be allowed to attend the bid opening. If the current Coronavirus pandemic does not allow for public attendance of bidders, Vernon Public Schools will provide notice of a virtual meeting for all to participate in. Bidders will be contacted accordingly should this need arise.**

### **2.4 Pricing**

The proposal price should be inclusive. If the price excludes certain fees or charges, either recurring or nonrecurring, the proposal must provide a detailed list of excluded fees with a complete explanation of the nature of those fees. Bidders may submit, at their discretion, alternate design options with accompanying prices. Alternate designs will give the VPS the opportunity to consider the best solution for our needs and compare those options with budget considerations.

All bidder proposals are required to be offered for a term not less than 180 calendar days in duration. A proposal may not be modified, withdrawn or cancelled by the bidder during the 180 day time period following the time and date designated for the receipt of proposals.

In the event that information or pricing submitted by the bidders is unclear, the VPS may request further explanation and/or pricing breakdowns from the bidder for the purpose of evaluation and decisions. The bidders shall answer requests for additional information or clarification in writing, and these responses will become part of the bidder’s proposal. Bidders failing to provide adequate information on any issue in a timely manner to allow a comprehensive evaluation by the VPS shall be considered unresponsive, and their proposal may be subject to rejection.

### **2.5 Proposal Format**

All proposals shall be prepared in strict compliance with the Proposal Format outlined below. Failure to comply with the provisions of this RFP may result in the proposal being disqualified.

- All proposals must be securely bound.
- Title Page. The title page must include the subject of the proposal; the proposing company’s name and address; the name, address, and telephone number of a contact person; and the date of the proposal.
- Table of Contents.
- Executive Summary. This summary, limited to five (5) single-spaced typewritten pages, should provide a high-level description of the bidder’s ability to meet the requirements of the RFP and a statement describing why the bidder believes it is the

best qualified to provide the specified services. The summary must also include the names, titles and background of the officers and operating personnel who will work with VPS/VRABE.

- Please provide three (3) current or former client references with which the bidder has completed projects of this scope.
- Warranty. Bidders shall include with the RFP response a detailed overview of all applicable warranties, including exclusions. Bidders must detail the responsibilities the VPS will assume and describe any bidder services provided during the warranty period. Complete warranties applying to any system purchased must be clearly specified. The location or agent responsible for servicing this account must be clearly stated. The bidder's policy on software upgrades, enhancements, and on-going software support shall also be addressed, as applicable. Warranty and maintenance terms and costs will be taken into consideration in the award.

## **2.6 Tax Exemption**

The VPS is tax exempt and will provide appropriate documentation as needed.

# **3. Terms and Conditions**

## **RFP Terms and Conditions**

### **3.1 Proposal Withdrawal**

No proposal can be withdrawn after it is filed unless the bidder makes a request in writing to Ms. Angela Tianyi Wang, Director of Business and Finance, prior to the time set for the opening of proposals.

### **3.2 Collusion Among Bidders**

Multiple proposals from an individual, firm, partnership, corporation or association under the same or different names are subject to rejection by the Procurement Administrator. Reasonable grounds for believing that a bidder is interested in more than one proposal for the work contemplated may result in rejection of all bids in which the bidder is interested. Any or all proposals will be rejected if there is any reason for believing that collusion exists among the bidders. Participants in such collusion may not be considered in future solicitations for the same work. Each bidder, by submitting a bid, certifies that it is not a party to any collusive action.

### **3.3 Irregular Proposals**

Proposals may be rejected if they show omissions or irregularities of any kind. Proposals taking or noting exception to any element requested may be rejected in their entirety.

### **3.4 Laws and Regulations**

It shall be understood and agreed that any and all articles and/or equipment furnished or contract awarded on this proposal shall comply fully with all Local, State, and Federal laws and regulations.



### **3.5 Non-Conflict of Interest Statement**

It is unlawful for any officer, employee or agent of VPS to participate personally in his/her official capacity through decision, approval, disapproval, recommendation, advice or investigation in any contract or other matter in which he/she, his/her spouse, parent, minor child, brother or sister, has a financial interest, or to which any firm, corporation, association, or other organization in which he/she has a financial interest, or in which he/she is serving as an officer, director, trustee, partner, or employee, or agent. The successful bidder agrees that during the term of the Contract and for twenty four (24) months following the exit conference, the successful bidder, its employees, agents, and representatives, shall not, with or without compensation, on behalf of the successful bidder, or another person, entity, or corporation, take any action in connection or receive any benefit with any specific matter, finding or recommendation associated in any way with this project, except with the express written consent of VPS.

### **3.6 Non-Discrimination of Employment**

VPS actively subscribes to a policy of equal employment opportunity and will not discriminate against any employee or applicant because of race, sex, age, color, physical or mental handicap, marital status, sexual affiliation, religion, nation origin or political affiliation. Bidders shall not discriminate in any manner against any employee because of race, sex, age, color, physical or mental handicap, marital status, sexual affiliation, religion, national origin or political affiliation.

### **3.7 Confidentiality**

In performing consulting services under this Agreement, Contractor may be exposed to and will be required to use certain "Confidential Information" (as hereinafter defined) of VPS. "Confidential Information" means all information which Contractor acquires or becomes acquainted with during the period of this Agreement, whether developed by Contractor or by others, which Contractor has a reasonable basis to believe to be Confidential Information, or which is treated by VPS as being Confidential Information, shall be presumed to be Confidential Information. Contractor agrees that Contractor will not and Contractor's employees, agents, or representatives will not use, directly or indirectly, such Confidential Information for the benefit of any person, entity, or organization other than VPS, or disclose such Confidential Information without the written authorization of the Superintendent of Schools (or designee), either during or after the term of this Agreement, for as long as such information retains the characteristics of Confidential Information. Student records, student information, and student-generated content (collectively, "student data") are not the property of the service contractor. Contractor shall not use student information, student records, or student-generated content for any purposes other than those authorized pursuant to the contract. Students, parents, or guardians may: (a) review personally identifiable information in student records, student information, or student-generated content and (b) correct erroneous information as needed. Contractor shall ensure the security and confidentiality of student information, student records, and student-generated content. Contractor shall immediately notifying VPS of any unauthorized release, disclosure, or acquisition of student information, student records, or student-generated content. Student information, student records, or student-generated content shall not be retained or available to the contractor upon completion of the contracted services unless a student, or parent or legal guardian of a

student, chooses to establish or maintain an electronic account with the contractor for the purpose of storing student-generated content. Contractor and VPS shall comply with the federal Family Educational Rights and Privacy Act of 1974 (FERPA) and Connecticut Public Act 16-189.

**Governing Law:** This Agreement shall be governed by and construed in accordance with the internal laws (and not the laws of conflicts) of the State of Connecticut. If any provision of this Agreement is held unenforceable by a court of competent jurisdiction, that provision shall be severed and shall not affect the validity or enforceability of the remaining provisions. The parties irrevocably submit in any suit, action or proceeding arising out of any contract between the parties to the jurisdiction of the United States District Court for the District of Connecticut or of any court of the State of Connecticut, as applicable.

**Student privacy Pledge:** Contractor will fully review and comply with the law's requirements through one or more standard contract vehicles (e.g., terms of service, data-processing agreement, etc.) that they enter into with each of our Connecticut public school customers in accordance with all applicable aspects of the state's student data privacy law, as defined in Connecticut General Statutes §§ 10-234aa through 10-234dd. This Student Privacy Pledge will be signed at the time of award of the contract.

### **3.8 Proprietary Information**

All information submitted in a proposal or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended or judicially interpreted. VPS recognize that in responding to this request for proposal, bidders may submit proprietary information. To the extent submitted by law, VPS will keep confidential such proprietary information provided that the conditions as described in the following paragraph are met.

Proprietary information is submitted separately and must be clearly identified as containing proprietary information. Reference to the proprietary information must be clearly made in the detailed response, and conversely the section in the proprietary information packet shall be clearly labeled as to the location in the detailed response it references. Labeling a complete proposal proprietary, that is general in nature, may be cause for rejection of the proposal.

### **3.9 Contingent upon Availability of Funds**

Vernon Public Schools (VPS) obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of VPS for any payment may arise until funds are made available and approved by the Board of Education for this contract and until a Purchase Order has been issued.

### **3.10 Independent Contractor**

Contractor, in performing the Services, is acting in the capacity of an independent contractor, and is not an agent, servant, partner, or employee of the School. Contractor will have control over the performance of the Services and shall be solely responsible for payment of its federal and local

taxes, salary for its employees, social security payments, subject to the School's indemnification obligation set forth herein. However, the School shall be responsible for reimbursing Contractor for mileage expenses at the then existing IRS standard business mileage rate, where Contractor is obligated to travel and present, at an off-site location due to construction or other events on the main campus. None of the benefits provided by the School to its employees, including, but not limited to, worker's compensation insurance, disability insurance, medical insurance, and employment insurance shall be provided by the School to any of Contractor's employees. Contractor has no authority hereunder to assume or create any obligation or responsibility, express or implied, on behalf or in the name of the School or to bind the School in any way whatsoever. Contractor is not authorized to speak for, represent, or obligate School in any manner without the prior expressed written authorization of School.

### **3.11 Payment and Performance Bond**

Contractor shall provide Vernon Public Schools, at the time of executing a Work Order, unless otherwise specified in the Work Order, an executed Payment and Performance Bond for the project. Such Payment and Performance Bond shall be in the amount of one hundred percent (100%) of the Contract Amount and secured by a surety acceptable to Vernon Public Schools. If Contractor fails to complete the Construction Work within such time, or such extension thereof as may be allowed, the Work Order may be terminated. Vernon Public Schools shall not thereafter pay nor allow Contractor any further compensation for any Construction Work done by Contractor under said Work Order, and Contractor or its surety shall be liable to Vernon Public Schools for all loss or damage which it may suffer because of Contractor's failure to complete the Construction Work within such time. The surety must also guarantee payment to all sub-contractors and material suppliers on the project should Contractor not meet their obligations.

### **3.12 Insurance Requirements**

Contractor shall procure and maintain insurance against claims for injuries or losses to persons or property that are alleged to have arisen in connection with activities of the contractor and any agents, representatives, subcontractors or employees. Insurance companies must be licensed by the State of Connecticut or otherwise acceptable to VPS. The cost of such insurance, including required endorsements or amendments, shall be the sole responsibility of the contractor. Full disclosure of any nonstandard exclusion is required for all required coverage. It is further agreed that the contractor shall provide VPS with a thirty (30) day notice of cancellation.

**Certificates of Insurance:** All policies will be evidenced by an original certificate of insurance on an ACORD-25 form authorized by and executed with the original signature or original stamp of the insurer or a properly-authorized agent or representative reflecting all coverage required and delivered to VPS prior to any work or other activity commencing under this agreement.

**Additional Insured:** The bidder shall ensure that the bidder and its contractors and subcontractors will arrange with their respective insurance agents or brokers to name the VPS and the Town of Vernon (TOV), all of its respective officers, employees, agents, elected officials, servants and volunteers, on all policies of primary and excess insurance coverage as additional insured parties except for any errors and omissions insurance coverage or workers' compensation coverage, and

shall name the VPS as loss payee with respect to any damage to property of the VPS, as its interests may appear. The undersigned shall submit to the VPS upon commencement of this agreement and periodically thereafter, but in no event less than once during each year of this agreement, evidence of the existence of such insurance coverage in the form of original Certificates of Insurance issued by reputable insurance companies licensed to do business in the State of Connecticut and having Best's A/VIII financial ratings, or coverage otherwise acceptable to the VPS. Such certificates shall designate the VPS name, address, purchasing agent or official designee.

**Cancellation Notice.** VPS shall be entitled to receive from the insurance carriers not less than 30 days' written notice of cancellation or nonrenewal.

**Coverage.** The coverage afforded to VPS and TOV shall be primary and noncontributory insurance. The amount of the bidder's liability under any insurance shall not be reduced by the existence of such other insurance.

**Commercial General Liability (Vernon Public Schools added as additional insured):**

Each Occurrence:	\$1,000,000
Personal/Advertising Injury per Occurrence:	\$1,000,000
General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate:	\$2,000,000
Fire Damage Legal Liability	\$ 100,000

**Automobile Liability (Vernon Public Schools added as additional insured):**

Each Accident:	\$1,000,000
Hired/Non-owned Auto Liability:	\$1,000,000

**Workers' Compensation/Employers Liability**

Workers' Compensation	Statutory Requirement set forth by State of CT
Employers Liability	
Each Accident	\$100,000
Disease-Policy Limit	\$500,000
Disease-Each employee	\$100,000

***Umbrella/Excess Liability (following form of general liability, auto liability and employer liability):***

Each Occurrence:	\$1,000,000
General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate:	\$2,000,000

***Professional Liability (where required)***

Each Claim:	\$1,000,000
Annual Aggregate	\$1,000,000

**3.13 Fidelity Bond**

**Fidelity Bond (to protect Vernon Public Schools for money lost due to courier theft, embezzlement, forgery, and similar causes):**

Each Claim:	\$5,000
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**3.14 Indemnification/Hold Harmless**

The Contractor agrees to defend, indemnify, and hold harmless School and the Town of Vernon, its respective officers, employees, elected officials, agents, servants, and volunteers from and against any and all claims liabilities, obligations, causes of action of whatsoever kind and nature for damages, including but limited to damage to the premises or other property, and costs of every kind and description arising from its entry upon the premises, or arising from work or other activities conducted thereon, alleging but not limited to bodily injury, personal injury, medical malpractice, errors and omissions, property damage caused by the Contractor and its employees, contractor, sub-contractors and agents, this indemnification includes the Contractor's duty to defend School and the Town of Vernon from any such claims except that the Contractor shall not be responsible or obligated for claims arising out of the sole negligence of the School and the Town of Vernon, its elected officials, officers, department heads, employees or agents, or its predecessor in interest in the premises.

The Contractor shall also be required to pay and all attorney's fees incurred by School and/or the Town of Vernon indemnified parties in enforcing any of the Contractor's obligations under this section. The Contractor's obligations under this section shall survive the termination or expiration of any contract between the parties.

**3.15 Waiver of Subrogation Requirement**

Contractor will require all insurance policies in any way related to the work and secured and maintained by the Contractor to include clauses stating each carrier will waive all rights of recovery, under subrogation and otherwise, against School and the Town of Vernon, and its respective officers, employees, agents, servants, elected officials, and volunteers. Contractor shall require of subcontractors, by appropriate written agreements, similar waivers each in favor of School and the Town of Vernon.

### **3.16 Award**

The project will be awarded based on a best value solution approach. We will be evaluating both quality of the solution and its cost.

### **3.17 Reserved Rights**

VPS reserves the right to:

- Reject any or all of the proposals.
- Issue subsequent requests for proposals.
- Cancel the entire request for proposal.
- Clarify, modify, amend or terminate the request for proposal.
- Remedy technical errors in the request for proposal process.
- Appoint evaluation committees to review proposals.
- Seek the assistance of outside technical experts in proposal evaluation.
- Require modifications to initial proposals.
- Excuse technical defects in a proposal when, in its sole discretion, such excuse is beneficial to the VPS.
- Investigate the qualifications of any bidder under consideration.
- Require confirmation of information furnished by bidders.
- Require additional evidence of qualifications to perform the services described in this RFP.
- Approve or disapprove the use of particular subcontractors.
- Negotiate with any, all, or none of the bidders.
- Solicit best and final offers from all or some of the bidders.
- Award a contract to one or more bidders.
- Accept other than the lowest priced bid.
- Waive informalities and irregularities in proposals.

Failure to include in the proposal all information outlined herein may be cause for rejection of the proposal. Information and/or factors gathered during interviews, negotiations and any reference checks, and any other information or factors deemed relevant by VPS, shall be utilized in the final award