

**SPECIFICATION AND BID FORMS  
FOR  
CONSTRUCTION SERVICES TO  
FABRICATE AND INSTALL  
HVAC IMPROVEMENTS  
AT  
KING'S HIGHWAY ELEMENTARY SCHOOL**

**BID #11-010-BOE**

**WESTPORT PUBLIC SCHOOLS  
WESTPORT, CONNECTICUT**

**SPECIFICATION RELEASE:**

**December 9, 2010**

**MANDATORY PRE-BID CONFERENCE MEETING:**

**December 15, 2010 3:30 pm**

**Auditorium**

**King's Highway Elementary School**

**125 Post Road West**

**Westport, CT**

**BID SUBMITTAL:**

**January 18, 2011 10:30 am**



Town of Westport  
Board of Education  
110 Myrtle Ave  
Westport, CT 06880  
**NOTICE TO BIDDERS**  
**11-010-BOE**

The Westport Public Schools, Town of Westport, Connecticut hereby invites the submission of sealed bids from qualified HVAC construction companies for project construction and installation services of HVAC improvements at King's Highway Elementary School. Forms for bid, certification, conditions, specifications, and any addenda may be obtained at the Westport Public Schools website, which is <http://www.westport.k12.ct.us>.

Any deviations from these conditions or specifications must be listed on a separate sheet attached to the Bidder's detailed conditions and specifications and referred to separately in the Bids. In all cases not indicated by the Bidder as a deviation, it is understood that the conditions and specifications of the Westport Public Schools shall apply. Bids will be received until 10:30 a.m. on January 18, 2011 at the Town of Westport, Board of Education Offices, Room 300, 110 Myrtle Ave, Westport, Connecticut 06880, at which time all bids will be publicly opened in room 307. Interested Bidders are required to attend a mandatory pre-bid conference which will be held on December 15, 2011 at 3:30 p.m. in the auditorium at King's Highway Elementary School, 125 Post Road West, Westport, CT 06880.

Bids will remain firm for a period of 90 days following the date of the opening, and shall thereafter remain firm until the Bidder provides written notice to the Westport Public Schools' Business Office that the BID has been withdrawn.

The Westport Public Schools reserves the right to consider cost, experience, and service in the project construction and installation services of HVAC improvements, as well as the financial responsibility and specific qualifications set out herein of the prospective Bidder, in considering Bids and awarding the contracts. The Westport Public Schools reserves the right to waive technical defects in bids, to reject any or all bids, in whole or in part, and to make such awards, in whole or in part, including accepting a bid or part of a bid, that in its judgment will be in the best interest of the Board and/or the Town of Westport even if such bid is not the low cost bid. The Westport Public Schools also reserves the right to discuss the scope of services with one or more Bidders and to make such modifications as the Westport Public Schools, in its sole discretion, deems to be in its best interest.

The contract period will be for a maximum of a two (2) year term, or until acceptance by the BOE, beginning immediately upon bid award, issuance of purchase order and signing of the contract. The District is requesting bids for the construction and installation of a new heating, ventilation and air conditioning (HVAC) system, light fixtures and ceilings for the King's Highway Elementary School.

Contract documents will be available for pickup between the hours of 8:30 to 2:30, Monday through Friday on or after December 9, 2010 from the District Maintenance Office, 1 Canal Street. A deposit of \$150.00 for each set is required and will be refunded only if the set is returned in good condition within ten (10) days of the bid date. Prospective bidders are encouraged to call 203-341-1271 to reserve a set. Bids must be held firm and may not be withdrawn for ninety (90) days after the bid opening. The Owner reserves the right to reject any and all bids, or any part thereof, to waive defects in same, or to accept any proposal it deems to be in the Owner's best interest.

TOWN OF WESTPORT  
WESTPORT PUBLIC SCHOOLS  
WESTPORT, CONNECTICUT

## INSTRUCTIONS TO BIDDERS

1. Inspect carefully all provisions of this document.
2. Provide all information requested, including but not limited to the “Bid Certification” and the “Form of Bid”. Be sure to sign in all required places, and initial each page where indicated. It is the School District’s desire to award the contract for construction and installation of HVAC improvements at King’s Highway Elementary School to one vendor, therefore preference will be given to the best comprehensive bid that meets the District’s operating and financial needs. All spaces must be completed with either a bid amount or “No BID” designated. Do not enter zero (\$0) if “No BID” is being submitted as zero (\$0) is an amount that could be awarded by the District.
3. Submit seven (7) **complete** sets of the BID, including this complete set of Bid Documents and all supporting materials. **THE ORIGINAL BID MUST BE MARKED “ORIGINAL” ON THE FRONT OF THE BID.** The Bidder is responsible for making its own copies of any or all parts of this document for its files. All materials submitted to the Westport Public Schools, pursuant to this bid become the property of the Westport Public Schools and will not be returned to the Bidder.
4. All interested Bidders are required to attend a MANDATORY pre-bid conference on December 15, 2011 at 3:30 p.m. in the auditorium at King’s Highway Elementary School, 125 Post Road West, Westport, CT 06880. A second walkthrough (non-mandatory) will be conducted at King’s Highway Elementary School on December 28, 2010 at 10:00 am and only those Bidders that attend the mandatory pre-bid conference on December 15, 2010 will be allowed to attend.
5. All questions must be submitted in writing to Nancy Harris at [nharris@westport.k12.ct.us](mailto:nharris@westport.k12.ct.us) or via fax at 203-341-1008. Questions received verbally will not be answered. No questions will be accepted after 2 p.m. on January 10, 2011. All answers to questions will be posted as bid addendum on the web site at <http://www.westport.k12.ct.us> under Bids.
6. Bids must be presented in a sealed, opaque box and addressed as follows:

**Westport Public Schools**  
**ATTN: Nancy Harris**  
**110 Myrtle Ave**  
**Westport, CT 06880**

**Construction and Installation of HVAC Improvements at King’s Highway  
Elementary School**  
**BID #11-010-BOE - 10:30 A.M., January 18, 2011**

7. Bids will remain firm for a period of 90 days following the date of the opening, and shall thereafter remain firm until the Bidder provides written notice to the Westport Public Schools that the BID has been withdrawn.
8. Bids will be received until 10:30 a.m., January 18, 2011, at Westport Public Schools, District Offices, Room 300, 110 Myrtle Ave, Westport, Connecticut 06880. All Bids will be publicly opened at 10:30 am in room 307, 110 Myrtle Ave, Westport, Connecticut 06880.
9. Bidders are encouraged to thoroughly check submissions, as these documents require significant detailed information to support the bid. It is the Bidder’s responsibility to ensure that all requested information is supplied with the initial bid. The District will reject any late submissions, and is not responsible for notifying the Bidder of any missing elements of the bid. *Bidders are also encouraged to include additional information about their services or company that will assist the Westport Public Schools in the review of Bids and awarding of contracts.*

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*Note: The subsections shown below are for convenience purposes only and may not reflect actual section designations or names in the specification documents.*

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- Appendix A – 2010-2011 School Calendar
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# REQUEST FOR BIDS

## 1. GENERAL CONDITIONS

These Bid Documents shall be incorporated into and made a part of the Contract awarded by the Westport Public Schools.

### 1.1 DEFINITIONS

- “Addenda” - written instruments issued by the Board, or its agent, prior to the execution of the Contract which modify or interpret the BID Documents by additions, deletions, clarifications, or corrections.
- “BID” or “Bids” - an offer to furnish materials, services, supplies, and/or equipment in accordance with the Bid Documents. Throughout this document, “bid” or “Bids” will be interchangeable.
- “Bidder” - any individual, company, or corporation or other entity submitting its bid, and qualified consistent with the bid Documents.
- “BID Documents” - Includes the “Notice to Bidders”, “Instructions to Bidders”, “Request for Bids” and all appendices and schedules attached hereto, including “Addenda” issued prior to receipt of Bids.
- “Board” or “BOE” - the Board of Education of the Town of Westport, Connecticut.
- “Contract” - an agreement duly executed by the School District and the Contractor to provide the construction design services described in the Bid Documents.
- “Contractor” - the Successful Bidder that executes the Contract with the Board.
- “He/she/it, him/her/it” - When used to refer to the Contractor or employees thereof, it is not gender specific; fully interchangeable with he/she and/or him/her and it.
- “School Day” - definition of school day for the purpose of actual construction work is from the time the buses leave to pick up children to bring them to classes in the A.M. to the time the buses drop off the last student in the P.M. Construction may not be performed while school is in session. Second shift construction is not anticipated on school days.
- “School District” or “District” - shall mean the Board.
- “School Year” - The number of days for which construction will be required after school hours will be governed by the actual school calendar(s) as adopted by the Board. The District reserves the right to modify the length of the school year, including increasing or decreasing the number of days of service.
- “Specification” - description of services to be performed by Contractor and School District together with the materials, supplies, and/or equipment that is to be used and maintained together with the conditions for such service and maintenance.
- “Successful Bidder” - any Bidder to whom the Contract is awarded to by the Board.

## 2. BIDS

### 2.1 BID PROCEDURES AND REQUIREMENTS

- 2.1.1 The date and time of bid opening will be given in the Notice to Bidders. All Bids must be submitted by this time and date, regardless of whether the District is “open” due to weather conditions.
- 2.1.2 All Bids must be submitted on and in accordance with forms provided with the Bid Documents. All Bids must include, as a minimum, the required information as detailed in the BID Documents.
- 2.1.3 Where so indicated by the makeup of the Bid Form, sums shall be expressed in clearly written (ink only) or typed figures. Pencil will not be accepted. Any corrections or changes on the submission forms made by the Bidder should be initialed by the Bidder, and must be clear and readable. Electronic submission of Form of Bid is not acceptable. The Westport Public Schools reserves the right to interpret figures where lack of clarity of submission requires such action.
- 2.1.4 Except where specifically noted otherwise, all requested alternates must have a bid submitted.
- 2.1.5 Bids may not be considered which purport to qualify, limit, amend or omit any of the minimum requirements as detailed in the Bid Documents. A determination as to the impact of any proposed change is in the sole determination of the Board.

In case of any ambiguity, inconsistency, or error in any of the Bid Documents or of a conflict between the provision of a Bid Document and provisions of a State or Federal Law or regulation, the Bidder is required to draw such matter to the attention of the Westport Public Schools before he submits his/her bid. If the Bidder fails to draw a matter to the attention of the District, her/his bid will be construed as accepted with no changes, by Westport Public Schools.

- 2.1.6 A bid shall include the legal name of Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or other legal entity, and shall be signed by the person or persons legally authorized to bind the Bidder to a Contract. All required signatures shall be handwritten in ink with the full name of the person executing same. No initials, stamp, photocopy or company name may be used in lieu of any required signature. A bid by a corporation shall also give the State of Incorporation and have the corporate seal, if any, affixed. A bid submitted by an agent shall have a current Power of Attorney attached certifying the agent’s authority to bind the Bidder. Bidder must be authorized to do business in the State of Connecticut, and must submit proof if requested by the District.

Additionally, the name(s) of the principals of the Sole Proprietorship, Partnership, Corporation, or other legal entity shall be provided to the District for all those individuals whose ownership is equal to, or is greater than, ten percent (10%) of the entity. In the case of a publicly traded Corporation, the latest annual report listing all officers shall be provided in lieu of the ownership information. If the Bidder operates related companies that may provide services to the District under this bid, information on these firms must be provided.

The Acknowledgement by Bidder form included in this document must be completed and submitted with the bid.



2.1.7 Bidder's responses to information requested will be used to evaluate each Bidder's capability to provide proper and satisfactory project construction and installation services of HVAC improvements as required pursuant to these Bid Documents. Upon request of the Westport Public Schools, a Bidder who is under consideration for an award of a contract may be required to submit additional information to support or clarify information previously provided. One or more Bidders may be asked to provide additional information, to meet with the District to discuss their bid or to address such other issues as deemed important by the District.

2.1.8 Submissions with Bids:

- a) Bidders will provide, along with the completed bid package, evidence demonstrating an ability to provide school construction services, including, if applicable, a list of any and all Connecticut school districts which they have served during the past three years and a summary of their experience over at least three years of successfully constructing and installing a complex school HVAC system in compliance with the applicable laws, codes, rules and regulations of the Federal Government and the State of Connecticut. In lieu of organizational experience, staff experience must be demonstrated.
- b) The Bidder must provide proof, along with the completed bid package, that he can provide the required insurance coverage as outlined in these bid documents. This proof can be in the form of a certificate of insurance naming the Westport Public School District and the Town of Westport as an additional insured, showing all the requested types and levels of coverage required, or a letter from the insurance company (s) (not agent), guaranteeing what types and levels of coverage they will provide in the event the Bidder is awarded the contract. The types and levels of coverage must, of course, meet or exceed the required levels in the bid specifications.
- c) Bid Bond - All Bidders are to furnish a Bid Bond, certified check or cashier's check in the amount of fifteen percent (15%) of the total estimated Bid as Bid security. The surety on the Bid Bond must be a corporate surety licensed to sign surety bonds in the State of Connecticut and also listed by the United States Treasury Department in its latest list as a qualified surety acceptable to the United States Government. The Bid Bond shall be submitted on the "AIA Document A310 Bid Bond". If the Bidder submits a certified check or cashier's check the check shall be made payable to the Town of Westport.
- d) The Bidder must submit, with the bid, proof that the Bidder can furnish a Performance Bond for the performance of the Contract should the Board decide to accept the Performance Bond Alternate. The proof must be in the form of a bona fide letter of surety from a surety company authorized to do business in the State of Connecticut. The letter must guarantee that the surety company will provide the Performance Bond in the amount of one hundred percent (100%) of the annual contract value in the event the Bidder is awarded the contract, and the District selects the Performance Bond alternate.

Performance and Labor and Material Bond - Upon the execution of the Contract, the Contractor shall furnish a Performance and Labor and Material Bond in an amount at least equal to one-hundred percent (100%) of the total Contract price as security for faithful performance of the Contract and for the payment of all persons performing labor or furnishing materials in connection with the Contract. The surety on the bond must be a

corporate surety and must meet the requirements stated relative to the Bid Bond except that the amount of the Bond may exceed the limit for which the United States Treasury Department has qualified the surety if the excess is reinsured with surety companies that are qualified on the United States Treasury Department list for an amount equal to the amount of the reinsurance. Written evidence of how any excess suretyship has been placed by the surety signing the Bond must accompany the Bond.

The Performance and Labor and Material Bond shall be submitted on the "AIA Document A311 Performance Bond and AIA Document A311 Labor and Material Payment Bond (issued simultaneously)".

- 2.1.9 In order to provide the required services envisioned in the Contract, Contractors must have a sufficient number of competent, trained personnel. For each district provided as a reference in compliance with Section 2.1.8(a) above (reference contact information must be provided), Bidder shall provide an employment profile including at least the number of construction manager(s) assigned to the project. A list of reliable subcontractors the contractor anticipates using for this project should also be submitted. The District is particularly interested in the approach (es) that would be undertaken by the Bidder to meet the employment and staffing requirements of this construction and installation service. The information provided will be an important consideration in the District's review of the bid.
- 2.1.10 All information required in the Bid Documents, in connection with each item against which a bid is submitted, must be provided, to constitute an acceptable bid.
- 2.1.11 No alteration, erasure, or addition is to be made in the typewritten or printed matter. Any deviations from the conditions and specifications in the Bid Documents may constitute sufficient grounds for rejection of bid.
- 2.1.12 Prices and information required, except signature of Bidder, should be typewritten for legibility. Illegible or vague Bids may be rejected. All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.
- 2.1.13 No charge will be allowed for federal, state, or municipal sales and excise taxes since the school district is exempt from such tax. Exemption certificates, if required, will be furnished on forms provided by the Contractor.
- 2.1.14 All Bids received after the time stated in the Notice to Bidders will not be considered and will be returned unopened. Amendments or withdrawals of Bids received later than that date and time will not be considered. The Bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the Westport Public Schools. Whether sent by mail or by means of personal delivery, the Bidder assumes responsibility for having his/her BID received by the Board on time at the place specified.

**RIGHT TO ACCEPT / REJECT: AFTER REVIEW OF ALL FACTORS, TERMS AND CONDITIONS, INCLUDING PRICE, THE WESTPORT PUBLIC SCHOOLS RESERVES THE RIGHT TO WAIVE TECHNICAL DEFECTS IN BIDS, 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 PART OF A BID, THAT IN ITS JUDGMENT WILL BE IN THE BEST INTEREST OF THE BOARD AND/OR TOWN OF WESTPORT EVEN IF SUCH BID IS NOT THE LOW COST BID.**

2.1.15 The submission of a bid will be construed to mean that the Bidder is fully informed as to the extent and character of the services, supplies, materials, or equipment required and a representation that the Bidder can furnish the services, supplies, materials or equipment satisfactorily in complete compliance with the Bid Documents. The submission of a bid will also mean that the Bidder is fully informed as to the laws, rules, regulations, policies, procedures, codes and requirements of the Federal Government, the State of Connecticut and the Westport Public Schools, and that the Bidder will fully comply with said rules, regulations, policies, procedures, and requirements.

2.1.16 All Bids must be sealed and must be submitted in a plain opaque box. All Bids must be addressed to the Westport Public Schools. The bid label must be clearly marked "BID #11-010-BOE Construction and Installation of HVAC Improvements". Also the date and time of the bid opening as indicated on the Notice to Bidders must appear on the envelope or box label. Telephone quotations or amendments will not be accepted at any time. All materials submitted with the Bids will become the property of the District and will not be returned.

## 2.2 BIDDER'S CERTIFICATION, REPRESENTATIONS, AND QUALIFICATIONS

2.2.1 Qualifications of Bidders: The work and services described in the BID Documents include the performance of activities directly affecting the safety of the students served by the District and the public generally. The District may make any investigation necessary to determine the ability of the Bidder to fulfill the Contract(s), and the Bidder shall furnish the District with all such information for this purpose as the District may request. **If, in the sole opinion of the District, the Bidder is not properly qualified or responsible to perform any obligations of the Contract Bid, the District reserves the right to reject its' bid.**

The Westport Public Schools reserves the right to investigate all references and qualifications statements made by the Bidder. Upon investigation and evaluation, the Westport Public Schools may choose to reject any bid where the Bidder's stated qualifications are such that the Bidder may not be able to perform the construction and installation service and project oversight in a safe and an efficient manner. The following information categories will be reviewed, at a minimum, and each Bidder must supply information consistent with the detailed requirements described. The Bidder is invited to provide any additional information or data that further demonstrates its experience or qualifications, and/or ensures that high quality services will be provided to the District.

- a) Bidder must possess and demonstrate facilities, knowledge and capabilities to satisfy all federal, state and local laws, codes, rules and regulations relating to construction and installation services for school HVAC systems.
- b) Bidder must include a reference list, setting out the names of all Connecticut districts in which they have provided construction services in the past three years, or are currently constructing/installing an HVAC project. The name and telephone number of each business official or other District liaison must be provided for each district reference listed, along with a description of the type of construction and installation services for school HVAC systems provided.
- c) Bidder must include a brief resume summarizing the experience and qualifications of the lead project manager, and "other" members of the managerial and supervisory staff who will be directly responsible for the performance of this contract. "Other"

managers and supervisory staff include assistant manager(s), trainer(s), safety supervisor(s), etc.

If any of these positions have not yet been filled, please list the qualifications (job description) for the position(s).

Please provide a job description for site managers that will be directly involved in the performance of this contract.

An organizational chart is to be provided showing the relationship of the various management positions within the firm that will provide services to the District. Within the organizational chart, specific areas of authority and responsibility are to be identified for line and staff positions that affect the performance of this contract. Please provide contact information (phone; email) for the person in the organization that will directly oversee the Project Manager, or similar title, for the Westport project.

- e) A detailed list of terminated contracts over the last three years in Connecticut, except those contracts lost as a result of the bid/bidding process.
- f) Information identifying any pending, threatened and/or outstanding claims, legal issues, or litigation, as well as any outstanding judgments and liens against the Bidder must be provided with the bid. If the Bidder deems such legal actions not to be material, and consistent with the normal course of business, a statement to this effect must be submitted by an authorized representative of the Bidder. The School District reserves the right to request additional information about any pending legal actions, whether disclosed in this submittal or not.
- g) A description of any bankruptcy filings by the Bidder, any related entities, or principal(s) of the Bidder, within the last seven (7) years. The School District reserves the right to reject any BID submitted from an entity that has filed for bankruptcy protection within the past seven (7) years. This information must be submitted with the BID.

2.2.2 Bidders may be asked to provide, if they are being considered for a contract award, the following financial information. Failure to provide this information within 72 hours of the request by the District may result in the contract not being awarded to the Bidder.

The purpose here is to determine whether the Bidder is clearly in a financial position to take on and operate a contract of this size and scope. It is the responsibility of the Bidder to provide the financial proof that the company is financially capable of performing this contract. If the financial statements do not supply that information then the Bidder must include other documents that will provide this proof. The District may have the financial data analyzed by its independent auditor or such other financial advisor as determined by the Westport Public Schools. If the Bidder cannot provide sufficient information to prove the Bidder has the financial capability to perform this contract, the District has the right to reject the bid.

## 2.3 INTERPRETATION OF BID DOCUMENTS

No interpretation of the meaning of the Bid Documents or the Contract will be made to any Bidder orally. Every request for such interpretation should be made in writing or by email, addressed to Westport Public Schools, Ms. Nancy Harris, Assistant Superintendent for Business; 110 Myrtle Avenue, Westport, Connecticut 06880, or [nharris@westport.k12.ct.us](mailto:nharris@westport.k12.ct.us), not later than January 10, 2011 prior to the date fixed for the opening of Bids. Notice of any and all interpretations and any supplemental instructions will be published as addenda on the District's website. Bidders are required to acknowledge receipt of and conformance to all published addenda; failure of any Bidder to receive any such addendum or interpretation shall not relieve any Bidder from any obligations under his/her bid submitted. It is the Bidder's responsibility to access the District's website (<http://www.westport.k12.ct.us>) and to receive all materials, data and addenda associated with this bid.

### **3. AWARD**

#### **3.1 AWARD PERIOD**

The Westport Public Schools will endeavor to make an award within sixty (90) days after the date of the bid opening, and all Bids shall remain firm during that time period. The Westport Public Schools further reserves the right to make awards following this initial sixty (90) day period to any Bidder who has not provided written notice to the District that its bid has been withdrawn.

The District will evaluate every written bid submitted and reserves to themselves the right to be the sole judge of which bid best meets the needs of the District. Prior to the award of the contract and during the course of the contract, the District reserves the right to negotiate changes in the scope and commensurate costs of the required services as well as changes in the scope and/or cost of the enhancements offered by the Bidder to the District. As stated herein, the District encourages Bidders to submit any additional information or suggestions that they believe will enhance the provision of quality, responsive for construction and installation of school HVAC systems on a cost-efficient basis.

- 3.1.1 The Contract will be awarded for the construction and installation of the HVAC system for a maximum period of two (2) years or until the project is completed and signed off by the BOE.
- 3.1.2 The Contract will be awarded based upon a review by the Westport Public Schools of all elements of the bid submitted, including mandatory and voluntary categories of information, and requested alternates.

#### **3.2 BID SUBMISSIONS:**

- 3.2.1 Once the Westport Public Schools receives Bids, the District will review each element of the submission.
- 3.2.2 In order to clarify certain elements of a bid, or in an effort to modify certain elements in order to better meet the District's needs, the District may meet with one or more Bidders to discuss their Bids.
- 3.2.3 Any changes in scope that are agreed to by the Bidder will be placed in writing and acknowledged by the Bidder, and will then serve as both a formal modification to the original BID and as the basis for any Contract(s) awards.

### 3.3 AWARD OF CONTRACT

- 3.3.1 Each bid will be received with the understanding that its acceptance, in writing, by the School District, approved by the Board of Education, to furnish any or all of the items described shall constitute the terms of a Contract between the successful Bidder and the School District. The Board will present the final Contract to the Successful Bidder/Contractor, and these Bid Documents shall be incorporated into and made a part of the Contract.
- 3.3.2 The placing in the mail of a notice of award to a successful Bidder, to the address given in the BID, will be considered sufficient notice of an award of the Contract.
- 3.3.3 These specifications are intended to provide for school HVAC construction and installation services for the Westport Public Schools for a maximum period of two (2) years or until the project is completed and signed off by the BOE. Each Bidder must inform itself fully as to the conditions relative to the fulfillment of the Contract proposed. In that regard, all Bidders are required to attend a mandatory pre-Bid building walkthrough at King's Highway Elementary School on December 15 at 3:30 p.m. and are invited to review, among other things, the building plans which are on file with the School District and available for purchase upon request. A second walkthrough (non-mandatory) will be conducted at King's Highway Elementary School on December 28, 2010 at 10:00 am and only those Bidders that attend the mandatory pre-bid conference on December 15, 2010 will be allowed to attend.
- 3.3.4 The successful Bidder shall be required to execute a Contract on the appropriate form furnished by the School District which shall contain such other further additional provisions that the Board deems necessary. The Contract shall be subject to the approval of the Superintendent of Schools. The successful Bidder, upon failure or refusal to execute and deliver the Contract, or such bonds or insurance as required by the Contract, within twenty-one (21) days after it received notice of the acceptance of its bid, shall forfeit to the Board, as liquidated damages for such failure of refusal, the check or bid bond.

### 3.4 SELECTION CRITERIA

Submissions will be initially ranked on

1. Relevant experience of the firm and its sub-consultants.
2. Qualifications of team assigned to project.
3. Completeness of submission and comprehensiveness of the proposed project.
4. Understanding of the project demonstrated in the submission.
5. Proposed construction schedule
6. Proposed Fee.

The Westport Public Schools Team will select up to 3 firms to be interviewed. Based on the interview and the strength of the original submission, the project will be awarded to the firm the Owner's project team considers to offer the best combination of talent, experience, project understanding and fee.

## **4. BACKGROUND**

### **4.1 EXISTING SYSTEMS**

The King's Highway Elementary School is located on 125 Post Road West in Westport, CT. It is a multi-story building with the lower level partially below grade. The main center of the building appears to have been constructed in the 1900's and has undergone two significant addition/renovations projects. Based on record drawings the "west wing" of the building was added in 1966 while the "east wing" was added in 1993. Fire protection was added throughout the building as part of the 1993 renovation project.

The existing building is constructed with masonry walls and brick face. The existing roof condition varies between pitched and flat. The types of spaces within the building include classrooms, administrative offices, library, gym/auditorium, cafeteria and kitchen. The building is in generally good condition.

Existing ventilation systems are outdated and not compliant with current ventilation standards. These systems range from exhaust-only with operable sash (original building) to exhaust with classroom unit ventilators (East and West wings). The gymnasium and auditorium have no mechanical ventilation.

Air conditioning to the offices and the media center are cooled and ventilated by split system air conditioners. Window air conditioners and/or unit ventilators are used to air condition all classrooms.

The existing heating system is a combination of hot water and steam distribution. The existing boilers are steam. Steam to hot water heat exchanges are used to produce the hot water for the hydronic systems of the building. The existing heating system equipment is expected to remain; however, new controls are to be provided.

## **5. PROJECT INFORMATION**

### **5.1 SCHEDULE**

The project is being done in an existing, functioning school and may require work during school vacations, weekends and holidays. The Town plans on the summer months **OVER TWO SUMMERS**, being when the bulk **OR ALL** of the work is to be done.

### **5.2 COMMISSIONING**

The Owner will retain the services of a commissioning agent who will represent the Owner's interest from a technical perspective, keep the project true to its intended objectives, review contractor's construction completeness testing, and perform functional performance testing on the completed systems.

## **6.0 BID SUBMISSION REQUIREMENTS**

### **6.1 QUALIFICATIONS AND EXPERIENCE**

6.1.1 Describe the firm in terms of history, size, proximity to the project, annual fees.

6.1.2 Name the staff that will be working on this project and the roles of each.

- 6.1.3 Present copy of firms' errors & omission insurance for review and comment by town.
- 6.1.4 Indicate whether sub-contractors will be used. If yes, identify them, their disciplines, and the parts of this project they will work on.
- 6.1.5 Submit an organizational chart showing the project roles and areas of responsibility of the key people that will be assigned to the project. Include key individuals from sub-contractors to the extent used.
- 6.1.6 Provide a resume (brief, please) for each person shown on the organizational chart.
- 6.1.7 Provide descriptions of at least 3 projects involving the construction and installation of major HVAC retrofits into existing buildings. Include contact information (telephone number and/or email address) for owner's representative familiar the outcome of the project and with firm's role in and work on the project.
- 6.1.8 Indicate experience with recent projects that included an independent commissioning agent reporting to the owner.
- 6.1.9 Indicate the firm's experience with construction in occupied buildings, preferably schools. Discuss the environmental and safety issues that such projects typically present and how the firm would deal with them in this project.
- 6.1.10 Submit a LUMP SUM FEE for the proposed construction and installation services. This fee shall be inclusive of all travel, communication, consultant's fees and other direct or indirect expenses associated with the construction work of this project.
- 6.1.11 Submit a labor and expense rate sheet covering each labor category and level of seniority of the staff anticipated to be assigned to the project. In the event the Owner requests additional services, these rates will be the basis of compensation for the extra services.

## **7. GUARANTEES BY THE CONTRACTOR**

- 7.1 The District may at any time during the contract term, by a written order, require the performance of such extra work or changes in the work as it may find necessary or desirable. The School District reserves the right to add to, delete from, or otherwise change the length of operating day, and/or the number of school days under this contract. The amount of compensation to be paid to the Contractor for any increase or decrease in work or services as so ordered shall be determined by the applicable prices, set forth in the Contract. The District shall not be liable for any extra work or increased compensation unless authorized in advance by the District's written order.
- 7.2 All material, services, and workmanship shall be subject to inspection, examination and test by the District. The selection of experts, bureaus, laboratories and/or agencies for the inspection, examination and tests of services, supplies, materials, and equipment shall be made by the District.

The District reserves the right to reject all material, supplies and workmanship that does not meet its standards.



7.3 The Contractor covenants and warranties:

7.3.1 That Contractor is financially solvent and the Contractor is experienced in and competent to perform the type of work and to furnish the materials, supplies, and equipment to be performed or furnished by it.

7.3.2 That Contractor shall procure and maintain solely at its own expense Workers Compensation, Connecticut Disability Insurance, and Connecticut Unemployment Insurance in amounts as required by law for all of its employees engaged in the performance of the Contract. That it shall procure and maintain, solely at its own expense, such insurance coverages in the amounts and under the conditions set forth in Section 11.2 of the Specifications. Certificates of Insurance, where applicable, will be submitted to the District Office no later than 30 days prior to the initiation of each Contract year.

7.3.3 That it will comply with Federal and State Fair Labor Standards Act minimum wage standards set by law as to all of its employees while they are engaged in work under any Contract between Contractor and School District.

7.3.4 That it will comply with the Connecticut Occupational Safety and Health Act (“COSHA”) and the “Toxic Substances Act” (“Right To Know Act”) with respect to all operations or activities on School District premises, and all other federal, state or local laws, rules or regulations concerning the handling and disposal of toxic or hazardous substances and wastes.

7.3.5 The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, national origin, ancestry, age, disability, sexual orientation, or marital status. Such action shall be taken with reference but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this nondiscrimination clause.

7.3.6 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, country of national origin, age, disability, sexual orientation, or marital status.

7.3.7 The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies.

7.3.8 The Contractor will comply with any and all other applicable Federal, State, and/or Local laws, rules, codes and regulations, and the policies and procedures of the Westport Public Schools.

7.3.9 That in the performance of this contract, Contractor is an independent contractor, the School District being interested only in having the project construction and installation

services of HVAC improvements performed. For all purposes of this contract, all engineers, designers and others engaged by Contractor for the performance of this contract shall be considered employees of Contractor and not the Westport Public Schools, unless otherwise specifically designated by the District.

## 8. SCHOOL DISTRICT REPRESENTATIVE

The Superintendent or his/her designee will represent the Board of Education in all matters pertaining to the performance of this Contract.

## 9. INSURANCE

The Contractor shall provide the following insurance:

- 9.1 The insurance carrier must be licensed to do business in Connecticut and must be rated in A.M. Best's *Insurance Guide* as a "secured carrier" with a minimum rating of "A (X)". A non-admitted carrier would be acceptable for sexual misconduct coverage if written on a separate policy, and may, at the District's sole discretion, be acceptable for the upper levels of excess coverage if the Contractor needed to secure multiple layers of coverage to meet the required limits.
- 9.2 The following Minimum insurance must be maintained in force during the term of the Contract by the Contractor at its own expense:
  - a) Professional liability insurance. Minimum coverage of \$2,000,000 is required.
  - b) Commercial General Liability with limits of at least \$1,000,000 per occurrence/\$2,000,000 aggregate. Coverage is to be provided for bodily injury, property damage, products/completed operation, personal injury and advertising injury. Coverage is to be at least equal to ISO form CG 0001. An additional endorsement, equivalent to CG 2026 or CG 2010 naming the Westport Board of Education, Town of Westport and any of their respective public officials, agents and employees must be included. A Waiver of subrogation in favor of the additional insured must apply.
  - c) Workers Compensation and Employers Liability is required covering all employees and meeting the requirements of Connecticut law. A waiver of subrogation in favor of the Westport Board of Education, Town of Westport and any of their respective public officials, agents and employees must be included.
  - d) Unemployment Insurance coverage is required covering all employees consistent with the requirements of Connecticut law.
  - e) Sexual Misconduct and molestation insurance must be provided with limits of at least \$1,000,000 and must include an additional insured endorsement naming Westport Board of Education, Town of Westport and any of their respective public officials, agents, employees and volunteers. This can be either a separate policy or as an endorsement to the General Liability. If endorsed on the General Liability, it must be clearly stated that the Automobile exclusion on the General Liability policy does not apply to this coverage.

- 9.3 Said policy or policies shall be primary to any policies of insurance available to the District and must contain thirty (30) days prior notice to the Board of Education of cancellation or content change.

The District and/or its representative retain the right to make inquiries to the Contractor, its agents or broker and insurer directly.

- 9.4 The limits as outlined herein are strictly minimum amounts. The District encourages the use of higher limits and assumes no liability in the event that claims are presented against the Contractor for amounts in excess of these minimum limits.

- 9.5 The Contractor shall deposit with the District satisfactory evidence of insurance (including renewals) showing minimum coverage as required above with proof of premiums paid up-to-date. Annual binders evidencing insurance coverage shall be provided to the Westport Public Schools no later than August 1<sup>st</sup> of each contract year, or June 15<sup>th</sup> of each contract year if Summer Transportation services are being provided. It is the Contractor's responsibility to initiate this submission, and the lack of any specific request from the District does not eliminate the mandate. Failure to provide binders in a timely manner shall be considered a contract default.

- 9.6 All insurance certificates shall state that the policy will not be canceled nor coverage thereunder be reduced or limited without thirty (30) days prior written notice to the District. It shall further state that a similar thirty (30) days prior written notice will be given to the District prior to the expiration of the policy if renewal coverage is to be refused or such coverage is to be reduced on renewal. Such certificates shall show the name and address of the insured Contractor, the policy number, the type of coverage, the inception and expiration dates, and it shall clearly state what, if any, coverage is excluded by special or manuscript endorsement or otherwise excepting such as appear in the standard ISO policies as they relate to this Contract. The District reserves the right to make direct inquiry to the insurance carrier for an explanation of coverage and the Contractor agrees to assist in obtaining any such desired information. Contractor acknowledges that failure to provide the mandated insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the District.

- 9.7 In fulfilling the obligations of the Contract(s), care must be exercised by the Contractor to avoid damage to or disfigurement of the buildings, equipment, driveways, or other property of the District. The Contractor shall be required to make the necessary repairs at its expense, as soon as possible after the damage occurs, for any property damaged by the Contractor or its employees.

## **10. BOOKS AND RECORDS**

The Contractor shall consent and agree to audits of any and all financial records relating to the Contract by the Westport Public Schools. It is also understood that any records maintained by the Contractor in connection with the performance of obligations arising out of the Contract may be examined at a mutually agreeable time by duly authorized representatives of the District, and all records shall be kept for a minimum of 3 years following expiration of the Contract.

## 11. INDEMNIFICATION

The Contractor shall indemnify and hold the Board, the Town and their respective officers, employees and agents harmless from any and all loss, liability, damage, penalty, expense or fee, including attorneys' fees, or other costs or obligations which result from, or arise out of the performance of Contractor, any employee, agent or personnel or breach of the obligations of Contractor, any employee, agent or personnel under this Contract.

## 12. CONTRACTOR'S RESPONSIBILITIES

### 12.1 PERSONNEL MATTERS

All personnel shall be the responsibility of the Contractor and shall be the Contractor's employees. All supervisory personnel must meet all legal and regulatory requirements for holding their respective positions, and shall in all respects be in compliance with all requirements of law, ordinance or regulation including all required driving, licensing, training and certification.

- 12.1.1 It is recognized that for the protection of the children, all persons coming in contact with the children must be of stable personality and of the highest moral character. The District places upon the Contractor, and the Contractor agrees to accept, the full responsibility of assuring such qualities in personnel. No person who is serving a sentence in a penal or correctional institution shall be employed or work under this Contract.
- 12.1.2 All staff must wear photo identification tags provided by the Contractor whenever they come in contact with students or school building personnel while working in their assigned tasks.
- 12.1.3 No alcoholic beverages or illegal intoxicants may be brought to or consumed upon the District's premises pursuant to the Contract by any employee of the Contractor, nor shall any employee be under the influence of or impaired by any alcoholic beverages, illegal intoxicants or prescription drugs, nor shall any employee transfer, sell or provide intoxicants, drugs or tobacco products to students or vehicle occupants. Additionally, no smoking is allowed on school property, by Contractor's employees. The Contractor is required to fully inform its employees of this provision. The Westport Public Schools has a "drug free zone" policy on school property.
- 12.1.4 The Contractor will have access to the Internet, and the Contractor is responsible for the training necessary to allow the Contractor's employees to maximize the use of this resource. In order to facilitate communications with the District in similar formats, the use of Microsoft Word and Excel are strongly recommended.
- 12.1.5 The Contractor assumes all responsibility and/or liability that may arise in connection with any and all labor agreements.

### **13. OPERATING MATTERS**

- 13.1 District Operating Policies: Contractor shall conform to and abide by the policies, rules, and regulations of the School District as set out in the present written policies and rules of the School District as modified by current practice, and such other future regulations as may reasonably be required by the District. The District policies are available on the website at: <http://www.westport.k12.ct.us>.
- 13.2 Emergency Closings: The Contractor will be required to remain aware, during times of inclement weather, of the potential of closing school.

### **14. COMPLIANCE REQUIREMENTS**

14.1 Compliance with Title IX Regulations

In compliance with Title IX, Education Amendments of 1972 (prohibiting sex discrimination in education), the District requires any person, organization, group or other entity with which it contracts, sub-contracts, or otherwise arranges to provide services or benefits (including Bids) to comply fully with Title IX.

TITLE IX STATES: NO PERSON SHALL, ON THE BASIS OF SEX, BE EXCLUDED FROM PARTICIPATION IN, BE DENIED THE BENEFITS OF, OR BE SUBJECTED TO DISCRIMINATION UNDER ANY EDUCATION PROGRAM OR ACTIVITY RECEIVING FEDERAL FINANCIAL ASSISTANCE.

14.2 Compliance with the Americans With Disabilities Act and Section 504 of the Rehabilitation Act of 1973

In compliance with the American with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, (prohibiting discrimination against any person who is qualified with a disability), the District requires that any person, organization, group, or other entity with which it contracts, sub-contracts, or otherwise arranges to provide services or benefits (including Bids) to comply fully.

### **15. NO ASSIGNMENT BY CONTRACTOR**

- 15.1 It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or its right, title, or interest herein, or its power to execute such Contract, or any part thereof to any person, company or corporation, without the prior written consent of the School District. A sale of stock in a corporation, a change in partners in a partnership, or a change in membership in a LLC, which results in a change in the controlling interest of the Contractor shall be an action that will be considered a contract assignment under this provision.

### **16. INCORPORATION OF DOCUMENTS**

- 16.1 All of the documents listed in the Table of Contents to the Specifications and BID Forms, to include the General Conditions, Specifications, Notice to Bidder, and Addenda shall form a part of this Contract and the provisions thereof shall be binding upon the parties hereto. The term "Contract documents" shall include all of the aforesaid together with the Contract itself.

**17. NO WAIVER**

- 17.1 No action or failure to act on the part of the School District to enforce its rights or remedies under the Contract shall constitute a waiver of any right or remedy to which the School District is entitled, nor shall such action or failure to act on the part of the School District waive any duty on the part of the Contractor to perform under the Contract nor shall such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**18. GOVERNING LAW**

- 18.1 This Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Connecticut without regard to its conflicts of laws principles.

**19. TERM**

- 19.1 The term of the Contract shall be for a maximum of a three (3) year period, or until the construction project is completed and accepted by the BOE.

**FINANCIAL INFORMATION COMPLIANCE**

Pursuant to the Westport Public Schools project construction and installation services of HVAC improvements services request for BID, dated January 18, 2011, the undersigned hereby acknowledges the following:

- a. If requested, the stipulated financial information will be provided within 72 hours of the District's request.
- b. Information relative to any pending lawsuits, judgments and/or liens has been provided.
  - a.  YES  NO
  - b. If NO, the Bidder stipulates by initialing in the following space that there are no lawsuits, judgment and/or liens.

Initials: \_\_\_\_\_

- c. Information on any bankruptcy filings has been submitted.
  - a.  YES  NO
  - b. If NO, the Bidder stipulates by initialing in the following space that there are no applicable bankruptcy filings.

Initials: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

Westport Public Schools  
110 Myrtle Ave  
Westport, Connecticut 06880

**CONTRACT: PROJECT CONSTRUCTION AND INSTALLATION SERVICES OF HVAC IMPROVEMENTS**

**BID DATE:** January 18, 2011

**NON-BIDDER'S RESPONSE**

The Westport Public School District is interested in the reasons why prospective Bidders fail to submit Bids. If you are **NOT** submitting a BID, please indicate the reason(s) below and return this form to the address above.

- Unable to propose at this time.
- Contract too small/large for our firm (circle one).
- Unable to meet specifications. Provide detail: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Insufficient time allowed for preparation and submission of BID.
- Other reasons: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

You may remove our name from the bid/BID list for:

- All bids/Bids
- This particular service
- Remainder of this year
- Other: \_\_\_\_\_

\_\_\_\_\_  
Officer of Company (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Email address



ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF \_\_\_\_\_ }
COUNTY OF \_\_\_\_\_ } SS.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, before me personally appeared \_\_\_\_\_ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of \_\_\_\_\_
Qualified in \_\_\_\_\_
Commission Expires: \_\_\_\_\_

If Corporation:

STATE OF \_\_\_\_\_ }
COUNTY OF \_\_\_\_\_ } SS.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, before me personally appeared \_\_\_\_\_ to me known, who, being by me sworn, did say that he resides at (give address) \_\_\_\_\_; that he is the (give title) \_\_\_\_\_

\_\_\_\_\_ of the (name of corporation) \_\_\_\_\_, the corporation described in and which executed the above instrument; that the knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the corporation, and that he signed his name thereto by like order.

Notary Public, State of \_\_\_\_\_
Qualified in \_\_\_\_\_
Commission Expires: \_\_\_\_\_

If Partnership:

STATE OF \_\_\_\_\_ }
COUNTY OF \_\_\_\_\_ } SS.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, before me personally appeared \_\_\_\_\_ to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he/she is a partner of the firm of \_\_\_\_\_ and that he/she has the authority to sign the same, and acknowledged that he/she executed the same as the act and deed of said partnership.

Notary Public, State of \_\_\_\_\_
Qualified in \_\_\_\_\_
Commission Expires: \_\_\_\_\_