

I.

**WESTPORT BOARD OF EDUCATION
110 MYRTLE AVENUE
WESTPORT, CT 06880
203 341-1002
SPECIFICATION COVER SHEET
BID #16-016-BOE
SAUGATUCK ELEMENTARY SCHOOL – STEM LAB**

VENDOR MUST ENCLOSE TWO COPIES OF THIS SPECIFICATION COVER SHEET and TWO COPIES OF THE BID SPECIFICATIONS PRICING SHEETS WHEN RESPONDING TO THIS BID.

The Board of Education reserves the right to reject any and all bids, or any part thereof, to waive defects in the same, or to accept any proposal it deems to be in the best interest of the Board of Education and/or the Town of Westport. The Westport Board of Education is exempt from the payment of Federal Excise Taxes and Connecticut Sales and Use Tax according to State Statute. Such taxes must not be included in bid prices nor added to any items specified.

INSTRUCTIONS ON BID DEADLINES AND REQUIREMENTS:

NAME OF BID: SAUGATUCK ELEMENTARY SCHOOL – STEM LAB
TYPE OF BID: Sealed BID Bid #16-016-BOE
BID CLOSURE DATE: Received Until: **DATE:** June 7, 2016 **TIME:** 10:00 A.M.

LOCATION TO FORWARD BID: Elio Longo, Director of School Business Operations
Westport Board of Education
110 Myrtle Avenue, Room 300
Westport, CT 06880

BID SECURITY: Bid Security Required _____ % **BID Security Not Required** x

PREVAILING WAGE: Required _____ **Not Required** x

FORMS TO COMPLETE BID: Submit two copies of the Bid Specification Sheets and Proposals
Identify Name of BID and BID Number on Envelope:

**SAUGATUCK ELEMENTARY SCHOOL – STEM LAB
BID #16-016-BOE**

LENGTH OF TIME PRICES WILL BE HONORED: MUST BE 120 DAYS
STATE ESTIMATED DELIVERY DATE: _____
STATE ESTIMATED COMPLETION DATE: _____

Experience: Provide a detailed written summary of the Proposer’s experience, qualifications, financial strength, and capability in providing similar services elsewhere. The Proposer should also include three (3) references from similar engagements for Connecticut Municipal and School clients along with individual names and telephone numbers.

**WESTPORT BOARD OF EDUCATION
SPECIFICATION COVER SHEET
SAUGATUCK ELEMENTARY SCHOOL – STEM LAB
BID #16-016-BOE**

A Mandatory Walk Through is scheduled for May 25, 2016 at 3:00 at Saugatuck Elementary School

Notice is hereby given that sealed bids on the following will be received at the Office of the Assistant Superintendent for Business until:

JUNE 7, 2016 at 10:00 A.M.

at which time they will be publicly opened and read aloud:

**BID #16-016-BOE
SAUGATUCK ELEMENTARY SCHOOL – STEM LAB**

Westport Public Schools, 110 Myrtle Avenue, Westport, CT 06880 - ROOM # 307

The Board of Education reserves the right to reject any and all bids, or any part thereof, to waive defects in the same, or to accept any proposal it deems to be in the best interest of the Board of Education and/or the Town of Westport.

Questions regarding this bid should be directed to Theodore Hunyadi, Director of Facilities, at 203-341-1271.

I have read and understand the bid requirements of this bid specifications included for my review herein:

Signature of Company Representative *Date*

TYPED NAME AND TITLE: _____

COMPANY: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

TELEPHONE NUMBER: _____ **FAX NUMBER:** _____

EMAIL ADDRESS: *(Please print clearly or attach business card):* _____

II.

**WESTPORT PUBLIC SCHOOLS
BID #16-016-BOE
SAUGATUCK ELEMENTARY SCHOOL – STEM LAB**

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III.

DRUG-FREE PLACE CERTIFICATE

I hereby certify that this company:

1. Has a published statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the place and that this statement specifies the actions which will be taken against employees for violations of such prohibition.
2. Has a written policy informing employees about the dangers of drug abuse in the place, the firm's policy of maintaining a drug free place, any available counseling, rehabilitation, and employee assistance programs, and the penalties which may be imposed upon employees for drug abuse violations.
3. Each employee engaged in providing the commodities or contractual services which are being bid was given a copy of the statements specified in paragraphs 1 and 2, above.
4. In the statement specified in paragraph 1, the employees have been notified that, as a condition of working on the commodities or contractual services which are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of "guilty" or of "nolo contendere" to any violation of any controlled substance law of the United States or of any state, for a violation occurring in the place no later than five (5) days after such conviction or plea.
5. This firm will impose a sanction on or require the satisfactory participation in a drug abuse assistance program or a rehabilitation program, if such are available in the employee's community, by any employee who is so convicted.
6. This firm will make a good faith effort to continue to maintain a drug free place.

As the person authorized to sign this statement, I certify that this firm fully complies with the above requirements.

Signature: _____ **Date:** _____

Print Name: _____ **Telephone #:** _____ **Fax #:** _____

Company: _____ **Email:** _____

IV.

CONDITIONS FOR BIDDING

1. The Westport Public Schools reserves the right to reject any bid if it is deemed to be in the best interests of the Town of Westport, Connecticut, Westport Public Schools and its students.
2. The Westport Public Schools reserves the right to grant an award in total or for any part thereof for the items or services being bid. In addition, the Westport Public Schools reserves the right to award this bid as a package in conjunction with other bids for similar services/supplies/equipment. The Westport Public Schools reserves the right to award with preference to State of Connecticut contract holders and/or local vendors.
3. The submission of a bid shall be conclusive evidence that the bidder has satisfied himself as to the requirements of the bid specifications and any controlling conditions which may exist.
4. Bidders may not withdraw their bid for a period of 180 days from the date of bid opening. The Westport Public Schools and the bidder may mutually agree to extend the time limit.
5. In determining the ranking of responsible bidders, the Westport Public Schools may consider, in addition to price, the quality, availability and type of items, the experience of the bidder, the sufficiency of the financial resources of the bidder and the reputation of the bidder for ability, integrity, judgment and performance, as well as the ability of the bidder to provide future service/supplies/equipment.
6. It is anticipated that the goods will be needed for the current school year, but the Westport Public Schools reserves the right to cancel or alter this service because of enrollment changes, budget consideration or unforeseen circumstances which require a change.
7. All bid prices are to include the complete costs, which includes inside delivery to each school or location with installation and assembly of same, if applicable, and training, if applicable. All deliveries must be made prepaid and must be delivered to the location subsequently designated on the purchase orders at no cost over and above the bid price indicated in your bid. Deliveries must be made inside building indicated. In no case will collect shipments or sidewalk deliveries be accepted. A packing slip shall be included in each shipment. All packages must be clearly marked as to content.
8. The Westport Public Schools of the Town of Westport supports efforts to reduce the use of illegal drugs in the workplace. In instances where responsible prospective bidders submit identical tie bids, preference shall be given to the businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the Westport Public Schools for the procurement of commodities or contractual services which are bid, a bid received from a business which has certified that it has implemented a drug-free workplace program shall be given preference in the award process. The drug-free workplace program certification is attached and is to be submitted with the bid package by the bidder along with other bid documents in order to receive preference. This policy shall become effective in accordance with the provisions of the Charter of the Town of Westport regarding bidding procedure.
9. **ALTERNATIVES:** When proposing an alternate item, indicate the Brand and Model identification on the bid specification sheets. To have alternates considered, complete specifications and submit catalogues describing the product must accompany the bid. The Westport Public Schools reserves the right to request equipment samples on specific items.

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CONDITIONS FOR BIDDING

10. **SUBSTITUTIONS:** Indicate on the Specification Sheet substitutions identified by name or catalogue number and the net difference in cost to the Westport Public Schools. Listed substitutions will be considered for approval only after the award of contract; the Westport Public Schools reserves the right to require the originally specified material or equipment at the price submitted by the bidder in his bid, notwithstanding the fact that the bidder may have based a price for a specific item on a proposed substitution. In this regard, the determination shall be made in good faith, on the basis of the quality and type of the article listed. Any benefit in price reduction due to a substitution shall accrue to the Westport Public Schools.
11. **FORM AND STYLE OF BID:** All blanks on the Specification Form, except where otherwise requested, shall be filled in by typewriter or manually in ink.
12. **WARRANTIES:** Whenever an item or service is covered by a specified product or service warranty, such warranties must be submitted with the official bid or quotation specification sheets. All such warranties shall inure to the benefit of the Westport Public Schools.
13. See attached Specification Cover Sheet to be used.

NOTE: By bidding on this contract the vendor agrees that any or all past clients may be contacted by the Westport School System. The vendors bidding on this contract also agree to release and discharge by bidding on this contract for the vendor him/herself, his/her heirs executors administrators and assigns, release acquit and forever discharge the Westport School System, its Westport Public Schools and all employees and any or all other persons, firms and corporations of and from any and all actions, causes of actions, claims or demands for damages, costs, loss of services, expenses, compensation, consequential damage or any other thing whatsoever, on account of, or in any way growing out of any former client contacted by the Westport School System to obtain an opinion regarding any work performed by your company. The above release shall also include and apply to any former client contacted.

14. Any alleged oral agreement or arrangement made by a Bidder or Contractor with any agency, or the Assistant Superintendent for Business, or any employee of the Westport Public Schools shall be disregarded.
15. The Westport Public Schools of the Town of Westport, Connecticut, is exempt from the payment of taxes imposed by the Federal Government and/or the State of Connecticut, including the Federal Transportation Tax. Such taxes should not be included in any Bid price involving the payment of funds from the Westport Public Schools.
16. The Westport Public Schools is an equal opportunity employer and we advise all Bidders of our intent to negotiate business only with other equal opportunity employers. All vendors, distributors, contractors and subcontractors with whom the Westport Public Schools contracts with are obligated to provide equal opportunity without regard to race, creed, color, national origin, age, sex, or handicap.
18. Amendments to, or withdrawals of, Bids received later than the time and date set for the Bid Opening shall not be considered.
19. Bids must be submitted on the BID FORM contained herein.

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CONDITIONS FOR BIDDING

20. Should the Westport Public Schools award this Bid, a Contract shall be entered into between the successful Contractor and the Westport Public Schools (hereafter identified as Contract). The Contract shall not be signed until the Westport Public Schools receives and approves all required Submittals. In addition to the Contract, the Westport Public Schools will issue a purchase order for the work to be awarded in the amount Bid.

21. PREPARATION OF BID

Each Bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, both in words and figures. All Bids must be prepared in conformity with and shall be based on and submitted subject to all requirements of the Specifications and Drawings, together with all Addenda thereto.

Each Bid must be submitted in sealed inner and outer envelopes bearing on the outside the name of the Bidder, his/her address, and the Bid Number for which the Bid is submitted. Both envelopes, containing this information and clearly labeled "BID DOCUMENTS" are to be prepared in this manner so as to guard against opening prior to the time set therefore.

22. QUALIFICATIONS OF THE BIDDER

The Owner may make such investigations as the Owner deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if the evidence submitted by or investigation of such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

23. OBLIGATIONS OF THE BIDDER

Bidders must satisfy themselves by personal examination at the site of the proposed work, by review of the Drawing and Specifications including addenda, and by such other means as they may prefer as to actual conditions, requirements, and limits of the proposed work, and as to the accuracy of the information and statements herein contained, and the submission of any Bid will be accepted by the Owner as satisfactory proof that the Bidder has satisfied himself/herself in these respects. The Bidder shall not at any time after the submission of a Bid dispute or complain of such statements or information, nor, assert that there are misunderstandings in regard to the nature, or the amount of work to be done. The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve the Bidder of his/her obligation to furnish all materials and labor necessary to carry out the provisions of the Contract Documents and to complete the contemplated work for the considerations set forth in his/her Bid, if his/her Bid is accepted.

24. CONDITIONS OF WORK

Insofar as possible, the Contractor, in carrying out his/her work, must employ such methods or means as will not cause any interruption of or interference with traffic, with the use of existing facilities and utilities, with the use of municipally or State or privately owned lands, or with the work being performed by others. The Contractor must satisfy himself/herself by his/her own investigation and research as to the nature and location of work, the general and local conditions, including but not restricted to those bearing upon the transportation, disposal, handling and storage of materials, water, electric power, roads, means of access, the construction

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CONDITIONS FOR BIDDING

and making of connections of the work to existing facilities and utilities or other similar conditions at the site, the character of equipment and facilities needed preliminary to and during the prosecution of the work, requirements of the Owner and controlling authorities having jurisdiction over various lands, existing structures, facilities and utilities, and all other conditions affecting the work to be done and labor and materials needed.

25. METHOD OF AWARD

The Contract will be awarded at the discretion of the Westport Public Schools, Town of Westport, Connecticut. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids or to waive any informality in submitted Bid Documents whenever such rejection or waiver is in its interest.

The Owner reserves the right to consider as unqualified to do the work required by these Contract Documents any Bidder who does not habitually perform with his/her own forces the major portions of the work involved in construction of the improvements in these Contract Documents.

The ability of the Bidder to obtain any Bonds required herein will be regarded as a test of such Bidder's competency or responsibility.

The Owner will not award the Contract to any Contractor who is at the time of the award ineligible for such Contract under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor, or is not qualified under applicable State of Connecticut and local laws and regulations.

26. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO A CONTRACT

The successful Bidder, upon his/her failure or refusal to execute and deliver the Contract and all bonds required within five (5) calendar days after he/she has received notice of the acceptance of his/her Bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the surety deposited with his/her Bid.

27. NOTICE OF AWARD AND NOTICE TO PROCEED

The Notice to Proceed, if requested by the Contractor, shall be issued within five (5) calendar days of the execution of the Contract by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and the Contractor. If the Notice to Proceed has not been issued within the five (5) calendar day period or within the period mutually agreed upon, the Contractor may terminate the Contract without further liability on the part of either party.

Between the Notice of Award and Notice to Proceed, all submittals and shop drawings shall be made.

28. LIQUIDATED DAMAGES

The Westport Public Schools, the Contractor, and the contractor's surety (if applicable) agree in advance of contract performance that:

- a. The damages for non-delivery of specific equipment and/or failure to perform specified work will cause loss of essential services to the Westport Public Schools.

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CONDITIONS FOR BIDDING

- b. The damages to the Westport Public Schools for non-delivery and/or non-performance on specified dates shall be liquidated in the sum of Five Hundred Dollars (\$500) for each calendar day of such delay (Sundays and Holidays included).
- c. The actual determination of said damages is uncertain and may be difficult to prove.
- d. Liquidated damages in the amount of \$500/day for each calendar day of such delay (Sundays and Holidays included) is a reasonable amount in considering the value of the total contract and the significant interruption of an essential service to the Westport Public Schools that said non-delivery and/or failure to perform will cause.

29. RETAINAGE

The Contractor shall make all needed repairs in the work covered by the Contract, due to defective workmanship or materials, during a period of one (1) year after the date of completion of the work by the Contractor, with such date determined by mutual agreement between the Contractor and the Owner.

During this period of one (1) year, the Contractor agrees that the Owner shall retain from the monies payable to him/her the sum of five percent (5%) of the total amount of the Contract. In lieu of the retained five percent (5%), the Contractor may choose to furnish a Guarantee Bond for the equivalent amount.

The Owner may expend the same or as much thereof as may be required in making the aforementioned repairs to the satisfaction of the Owner, if within ten (10) calendar days after the mailing or delivery of a notice in writing by the Owner to the Contractor, he/she shall fail to make the aforementioned repairs; provided, however, that in case of an emergency where, in the opinion of the Owner delay would cause serious loss or damage, the Owner may make repairs without previous notice and at the expense of the Contractor.

At the end of this one (1) year period, the balance of the retained five percent (5%) shall be paid or the Bond returned to the Contractor, provided all the terms and conditions of the Contract shall have been fulfilled. When required by the Owner, the Contractor shall furnish satisfactory evidence that he/she has satisfied all just claims for labor performed or materials furnished for or in the use upon the work herein specified; in the absence of such evidence, the Owner shall have the right to retain sufficient funds to pay all just claims.

30. POWER OF ATTORNEY

Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each Bond a certified and effectively dated copy of their power of attorney.

31. ADDENDA AND INTERPRETATIONS

No interpretations of the meaning of the Drawings, Specifications, or other prebid documents will be made to any Bidder orally. Every request for such interpretation should be in writing, addressed to:

Mr. Theodore Hunyadi, Director of Facilities
Westport Public Schools
110 Myrtle Avenue, Westport, CT 06880
Email: thunyadi@westport.k12.ct.us
Telephone (203) 341-1271, Fax (203) 341-1277

IV.

CONDITIONS FOR BIDDING

In order to be given consideration, such request must be made at least five (5) business days prior to the date fixed for opening of the Bids. Any and all interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications, which, if issued, will be mailed by certified mail with return receipt requested or telefaxed to all prospective Bidders, not later than three (3) business days prior to the date fixed for the opening of the Bids. All addenda so issued shall become a part of the Contract Documents.

32. PRICES

Bidders shall state the proposed price for the work by which the Bids will be compared. This price is to cover all the expenses incidental to the completion of the work in full conformity with the Contract, the Specifications and the Drawings. The price or prices proposed shall be stated both in words and in figures, and any Bid not so stated shall be rejected.

In the event there is a discrepancy between the prices written in words and the prices written in figures, the prices written in words shall govern. No Bid will be accepted which does not contain a lump sum price for every item contained in the Bid Form.

33. CONTRACTOR'S QUALIFICATION STATEMENT (when required)

All Bidders are to furnish a Contractor's Qualification Statement. The Statement shall be submitted on the "AIA Document A305 Contractor's Qualification Statement" contained herein.

34. BID BOND (when required)

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" contained herein. If the Bidder submits a certified check or cashier's check the check shall be made payable to the Town of Westport.

35. PERFORMANCE and LABOR AND MATERIAL BOND (when required)

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 surety ship 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)" contained herein.

IV.

CONDITIONS FOR BIDDING

36. PREVAILING WAGE RATES (as applicable)

This project will be governed by the State of Connecticut Department of Labor's Prevailing Wage Rates. It shall be the Bidder's obligation to determine for all trades the applicable prevailing wage rates that will govern this project from the Commissioner, State of Connecticut, Department of Labor, Regulation of Wages Division. The successful Bidder shall submit to the Labor Department upon award of Bid a fully completed "Contractors Wage Certification Form" with any required attachments. A copy of all submissions to the Department of Labor shall be provided to the Owner.

The Contractor shall be responsible for insuring that all Subcontractors pay all workers the established State of Connecticut Department of Labor's Prevailing Wage Rates, should the these rates be applicable for this project

37. QUESTIONS

For questions regarding the bidding procedure, contact Elio Longo, Director of School Business Operations, at (203) 341-1001. For questions regarding the Specifications, contact Theodore Hunyadi, Director of Facilities, Westport Public Schools at (203) 341-1271.

V.

**Insurance Requirements
Vendors/Contractors/Users of Town Properties**

Article: Insurance Requirements

The Vendor/Contractor/User of Town Property shall purchase from and maintain, for the life of the contract, in a company or companies with an A.M. Best rating of A- (VII) or better. Such insurance will protect the Town from claims set forth below which may arise out of or result from the Vendor/Contractor/User of Town Property obligation under this agreement, whether such obligations are the Vendor/Contractor/User of Town Property or by a subcontractor or any person or entity directly or indirectly employed by said Vendor/Contractor/User of Town Property or by anyone for whose acts said Vendor/Contractor/User of Town Property may be liable.

A. Workers Compensation:

Vendor/Contractor/User of Town Property shall provide workers compensation insurance required by law with employers liability limits for at least the amounts of liability for bodily injury by accident of \$ 500,000 each accident and bodily injury by disease of \$500,000.including a waiver of subrogation. If the work is on the water, the Longshore and Harbor Workers Compensation Act coverage is required.

B. Commercial General Liability Insurance:

Vendor/Contractor/User of Town Property shall provide commercial general liability insurance policy with an edition date of 1986 or later including products and completed operations. Limits should be at least: Bodily injury & property damage with an occurrence limit of \$1,000,000: Personal & advertising injury limit of \$1,000,000 per occurrence: General aggregate limit of \$2,000,000 (other than products and completed operations): Products and completed operations aggregate limit of \$2,000,000. Coverage will continue three years after the completion of the work.

- The policy shall name the Town as an additional insured and include ISO Form CG 2010 (07/04) and CG 2037 (07/04).
- Such coverage will be provided on an occurrence basis and will be primary and shall not contribute in any way to any insurance or self-insured retention carried by the Town.
- The policy shall contain a waiver of liability in favor of the Town.
- Such coverage shall contain a broad form contractual liability endorsement or wording within the policy form to comply with the hold harmless and indemnity provision of the contract
- A per project aggregate limit of liability endorsement shall apply for any construction contract.
- Deductible and self-insured retentions shall be declared and are subject to the approval of the Town.

C. Commercial Automobile Insurance:

Vendor/Contractor/User of Town Property shall provide commercial automobile insurance for any owned autos (symbol 1 or equivalent) in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. Such coverage shall also include hired and non-owned automobile coverage. Policy shall name the Town as an additional insured.

V.

**Insurance Requirements
Vendors/Contractors/Users of Town Properties**

D. Umbrella or Excess Liability Insurance:

Vendor/Contractor/User of Town Property shall provide an umbrella or excess liability policy in excess (without restriction or limitation) of those limits and coverage's described in items (A) through (C). Such policy shall contain limits of liability in the amount of \$5,000,000 each occurrence and \$5,000,000 in the aggregate.

E. Errors & Omissions Insurance:

If the agreement is for professional services, the Vendor/Contractor/User of Town Property shall provide errors & omissions insurance for liability resulting from the negligent performance of professional duties or operations. Such policy shall contain limits of liability in the amount of \$1,000,000 each occurrence and \$3,000,000 in the aggregate. The policy shall name the Town as an additional insured.

F. Educators Errors & Omissions Insurance:

If the agreement is for educational services, the Vendor/Contractor/User of Town Property shall provide educator errors & omissions for liability resulting arising out of any breach of duty, neglect, error, misstatement, or omission committed in the course of their duties. Such policy shall contain limits of liability in the amount of \$1,000,000 each occurrence and \$1,000,000 in the aggregate. The policy shall name the Town as an additional insured.

G. Contractors Pollution Liability:

If the agreement includes work involving abatement, removal, clean-up or handling of any pollutant or hazardous material, the Vendor/Contractor/User of Town Property shall provide pollution liability insurance, including products and completed operations and contractual liability coverage of not less than \$5,000,000 each occurrence and \$5,000,000 in the aggregate for this project. The policy shall name the Town as an additional insured and waive subrogation in favor of the Town.

As to the insurance required, the insurer(s) and/or their authorized agents shall provide the Town with certificates of insurance prior to execution of the agreement by the Town, describing the coverage and prior to 30 days of any renewal. The certificate will include a copy of the additional insured and contractual liability endorsements.

(Note contract should provide that the contractor is obligated to provide the Town with updated certificate.)

VI.

Hold-Harmless and Indemnification Agreement

The Vendor/Contractor/User of Town Property shall fully indemnify, defend and hold harmless the Town/City of Westport and/or the Westport Board of Education and all of their respective officers, employees, agents, servants and volunteers to the fullest extent allowed by law for any claim for personal injury, bodily injury, death, property damage, emotional injury or any other injury, loss or damage of any kind occurring during the term of the agreement and alleged to have been caused in whole or in part by the Contractor, and even if caused by the negligence of the Town/City and/or the Board of Education or any of their officers, employees, agents, servants and volunteers. This obligation shall further apply to:

- (1) actions, suits, claims, demands, investigations and legal, administrative or arbitration proceedings pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum (collectively, "Claims") arising, directly or indirectly, in connection with this contract, including any environmental matters, and including the acts of commission or omission (collectively, the "Acts") of the Contractor or any of its members, directors, officers, shareholders, representatives, agents, servants, consultants, employees or any other person or entity with whom the contractor is in privity of oral or written contract (collectively "Contractor Parties");
- (2) liabilities arising, directly or indirectly, in whole or in part, in connection with this contract, out of the Contractor's or Contractor Parties' Acts concerning its or their duties and obligations as set forth in this contract, and;
- (3) all damages, losses, costs and expenses, including but not limited to, attorneys' and other professional fees, that may arise out of such claims and/or liabilities for personal injury, bodily injury, workers' compensation, emotional injury, death, property damage or any other injury or loss caused in whole or in part by the Acts of the Contractor or any Contractor's Parties.

The Contractor hereby covenants and agrees that the Town/City and/or the Board of Education shall be endorsed on the Contractor's policies of insurance as additional insured.

The Vendor/Contractor/User of Town Property hereby further covenants and agrees to obtain a policy of insurance, with minimum limits of liability as shown in this Section under Paragraph A containing an endorsement that covers this agreement to indemnify, defend and hold harmless the Town/City and/or Board of Education or any of their officers, employees, agents, servants and volunteers.

The Vendor/Contractor/User of Town Property hereby further covenants and agrees to obtain an endorsement to said policy of insurance policy that the Contractor's insurance is primary and any insurance obtained, or self insurance provided, by the Town/City and/or Board of Education is excess.

The Vendor/Contractor/User of Town Property insurance carrier will waive all rights of subrogation against the Town/City and/or Board of Education, and all of their respective officers, employees, agents, servants and volunteers.

The Vendor/Contractor/User of Town Property hereby further covenants and agrees to furnish a copy of the insurance policy that meets all of the above requirements before any work or use of the property commences.

Signature

Date

Company Name

VII.

SCOPE OF WORK

SAUGATUCK ELEMENTARY SCHOOL:

SEE cusatoARCHITECTURE Drawings attached

Work is to start on July 1, 2016 and be completed on July 30, 2016. All work is to be done per the school schedule – holidays, week-ends, evenings. A storage trailer, if needed, is to be provided by the contractor for the storage of all materials. All work is to be coordinated through Theodore Hunyadi, Facilities Director, (203)-341-1271.

VIII.

EEOC COMPLIANCE

Conn. Gen. Stat. Sec. 4a-60:

The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

The contractor agrees, in all solicitations or advertisements for employees placed for or on behalf of the contractor, to state that is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;

The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission on human rights and opportunities advising the labor union or representative of the contractor's commitments under Conn. Gen. Stat. 4a-60 and to post copies of the notice in conspicuous places available to employees and applicants for employment;

The contractor agrees to comply with Conn. Gen. Stat. 46a-68e (requiring contractor to file compliance reports with the commission) & 46a-68f (requiring compliance reports contain information on labor union practices) and with each regulation or relevant order issued by the commission;

The contractor agrees to provide the Commission on Human Rights and Opportunities with any information it requests, and permit access to pertinent books, records and accounts, concerning employment practices and procedures or the contractor as relate to the provisions of Conn. Gen. Stat. 4a-60 & 46a-56;

The contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and supplies of materials.

Conn. Gen. Stat. Sec. 4a-60(a):

The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission on human rights and opportunities advising the labor union or representative of the contractor's commitments under Conn. Gen. Stat. 4a-60 and to post copies of the notice in conspicuous places available to employees and applicants for employment;

The contractor agrees to comply with Conn. Gen. Stat. 4a-60a and with each regulation or relevant order issued by the commission;

The contractor agrees to provide the Commission on Human Rights and Opportunities with any information it requests, and permit access to pertinent books, records and accounts, concerning employment practices and procedures of the contractor as relate to the provisions of Conn. Gen. Stat. 4a-60 & 46a-56.

END OF NOTIFICATION TO BIDDERS

IX.

**BID #16-016-BOE
SAUGATUCK ELEMENTARY SCHOOL – STEM LAB**

BIDS TO BE DELIVERED PRIOR TO BID DEADLINE TO:

Elio Longo
Director of School Business Operations
Westport Public Schools
110 Myrtle Avenue, 3rd Floor, Rm. 300
Westport, CT 06880

BIDS DUE: JUNE 7, 2016 prior to 10:00 A.M.

LOCATION: Saugatuck Elementary School
170 Riverside Avenue
Westport, CT 06880

BASE BID: The undersigned, attesting to be a duly authorized representative of the Bidder, having familiarized himself/herself with the existing conditions of the site affecting the cost of the work, and with all Specifications and Drawings contained herein, hereby proposes to furnish all supervision, technical personnel, labor, materials, equipment, tools, appurtenances, and services required to perform and satisfactorily complete the work specified, in accordance with said Specifications; included all addenda issued prior to opening of Bids; for the lump sum of:

Project: Saugatuck Elementary School renovations

Date:

ITEM	COST	NOTES
Division 01. General Requirements		
Permit		
Dumpsters		
Demo		
Port-o-let		
Cleaning		

Division 06. Carpentry		
New metal stud walls		
Relocate CPU lab cabinetry		

Division 07. Thermal Protection		
New mtl stud walls acoustic insulation		

Division 08. Doors & Windows		
Relocate ex. Doors & hdwr		
CPU lab window		

Division 09. Finishes		
Acoustical ceiling and grid		
Ceiling paint patching		
Wall paint		
STEM VCT		
CPU lab carpet		
Rm 195 carpet		

Division 15. Mechanical		
HVAC	By Owner	Proprietary contract with ESC
Sprinkler alignment		

Division 16. Electrical		
Lighting		
Electrical		
New STEM power reels		
Voice / Data		
Fire Alarm		
Media / Cable		

SUBTOTAL	\$	_____
Contractor OH&P	\$	_____
Project total	\$	_____

The undersigned agrees that for subcontracted additional work he/she will require that the total percentages to cover overhead and profit added by his subcontractors will not exceed the percentages stated above.

IX.

ATTACHMENTS (not required)

In accordance with the Specifications this Bid is accompanied by a bid security in an amount not less than fifteen percent (15%) of the Bid in the form of a certified check, cashier's check or AIA document A310 Bid Bond, payable to the Town of Westport.

In accordance with the Specifications this Bid is accompanied by a completely filled-in and properly executed copy of AIA Document A305, Contractor's Qualification Statement.

BIDDER COMPANY NAME & ADDRESS:

BIDDER TELEPHONE: _____ - _____ - _____

BIDDER FACSIMILE (FAX): _____ - _____ - _____

EMAIL: _____

BIDDER REPRESENTED BY:

Print Name

Title

**WESTPORT PUBLIC SCHOOLS
ADVERTISEMENT**

TO: All Interested Bidders

FROM: Theodore Hunyadi, Director of Facilities
Westport Public Schools

DATE: MAY 16, 2016

SUBJECT: **SAUGATUCK ELEMENTARY SCHOOL – STEM LAB
BID #16-016-BOE**

Sealed bids will be received in the office of the Assistant Superintendent for Business, Westport Public Schools, 110 Myrtle Avenue, Westport, CT 06880 no later than **10:00 A.M., JUNE 7, 2016** for furnishing materials and labor for **SAUGATUCK ELEMENTARY SCHOOL - STEM LAB, BID #16-016-BOE**. All bid envelopes shall be marked **“BID #16-016-BOE - SAUGATUCK ELEMENTARY SCHOOL - STEM LAB, BID #16-016-BOE .”**

Bid packages will be available in the District Maintenance Office, One Canal Street, Westport, CT starting on May 16, 2016 between the hours of 8:30 a.m. and 3:00 p.m. or on-line from our website: www.westport.k12.ct.us/bids

Please call the office of Theodore Hunyadi, Director of Facilities at 203 341-1272 with any questions you may have regarding this bid.

Mandatory walk through scheduled for: MAY 25, 2016 at 3:00 PM at SAUGATUCK ELEMENTARY SCHOOL, please meet in the main office.