

**Plymouth Public Schools
27 North Harwinton Avenue
Terryville, CT 06786**

Request for Proposal (RFP)

for

**LANDSCAPING and MAINTENANCE of GROUNDS, LAWNS, GARDENS and
ATHLETIC FIELDS**

1/1/2022 – 12/31/2022

1/1/2023 – 12/31/2023

Bid# 2122-002

Terryville High School
Eli Terry Jr. Middle School
Harry S. Fisher Elementary School
Plymouth Center School

Bid Opening
November 22, 2021
1:00 PM
Business Office

**Plymouth Public Schools Contact: Matthew Tencza, Business Manager
860-314-2768 – tenczam@plymouth.k12.ct.us**

INVITATION TO BID

BID PROPOSAL DATA	
Bid #:	2122-002
Commodity Title:	LANDSCAPING and MAINTENANCE of GROUNDS, LAWNS, GARDENS and ATHLETIC FIELDS
Issue Date:	October 18, 2021
BID PROPOSAL OPENING	
Day/Date:	November 22, 2021
Time:	1:00 PM
Mail Address:	Plymouth Public Schools Attention: Business Manager 27 North Harwinton Avenue Terryville, CT 06786
Directions:	
BID PROPOSAL CONTENTS	
<ul style="list-style-type: none">• Invitation to Bid – Advertisement• General Conditions & Instructions• Table of Contents• Bid Specifications & Supplementary Conditions• Bid Form• Supplementary Instructions to Bidders• Non-Collusion Statement• Affirmative Action Statement• Form W-9 <p>Sealed written Responses must be received by the Business Manager no later than the date, time, and location indicated above for the Bid Opening. Late Bids will not be accepted – no exceptions. Submittal of Response by fax is not acceptable. Please Note: When returning Bids, it is important to have the Bid number and description on the outside of the envelope that contains your bid.</p> <p>Note: This Bid does not constitute an order for the goods or services specified.</p>	

INVITATION TO BID CONTENTS

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4. Specifications
5. Bid Proposal Page
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and Specifications
7. Non-Collusive
Statement
8. Affirmative Action
Statement
9. Form W-9

BUSINESS OFFICE USE ONLY

- | Requirements | Yes | No |
|--------------------------------|--------------------------|--------------------------|
| 1. Certificate of
Insurance | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Bid Bond | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. 100% Performance
Bond | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Labor & Materials
Bond | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Vendor References | <input type="checkbox"/> | <input type="checkbox"/> |

INVITATION TO BID

Sealed Bids will be received at the Business Office, at which time and place, they will be opened and publicly read. Bids received after this time will be considered late and will be rejected. Specifications may be obtained from the Business Office on www.plymouth.k12.ct.us. After bids are received, the Business Manager may analyze whether vendors have submitted comparable bids and meet the requirements called for. The Business Manger reserves the right to reject any or all bids, to waive any defects in same, or to choose to make purchases other than strictly in accordance with price consideration, and/or to choose other than the lowest bidder, if it can be deemed in the best interest of Plymouth Public Schools. Multiple vendors can be awarded this contract.

All bidders are advised that Plymouth Public Schools will affirmatively assure any contract entered into pursuant to this advertisement. Minority business enterprises will be afforded full opportunity to submit bids and are encouraged to do so. Plymouth Public Schools is an Affirmative Action/EOE.

Dates:

The District will conduct a tour of the grounds beginning at Terryville High School on November 8th at 10:00AM. A bus will be provided to transport the group to our other school facilities.

Questions regarding the RFP are due to the business office by 4:00PM on November 10th and responses will be provided on November 12th by 4:00PM.

Bids are due to the Plymouth Public Schools Business Office by 12:00 PM on November 22, 2021. Any bid received after that time will be returned unopened to the original bidder.

A public opening of the bids will take place in the Business Office at 1:00PM on November 22, 2021.

General Instructions:

Proposals are to be:

- Submitted in duplicate using the blank proposal forms furnished.
- Submitted in a sealed opaque envelope with the bidder's name and address in the upper left-hand corner.
- Made out and signed in the corporate, or other, name of bidder. In addition, an authorized person must fully and properly execute the bid.
- All questions regarding this proposal must be submitted in writing to tenczam@plymouth.k12.ct.us. No questions will be taken after November 10th at 4:00 p.m. Proposals received later than the time and date specified will not be considered.

Amendments to or withdrawal of proposals received later than the time and date set for the opening will not be considered.

Bidders or their representative may be present at the bid opening.

The District may require further information and references on any individual or company placing a bid prior to the awarding of a bid.

The District reserves the right to amend and/or cancel the bid invitation prior to the time and date of the bid opening.

The District reserves the right to correct an award erroneously made as a result of a clerical error. This contract may be terminated by the Plymouth Public Schools Administration at any time for lack of or substandard performance as determined by the Director of Facilities. Contractor may terminate with 30 days written notice.

Certificate of Insurance – See Appendix A

Please provide references of five customers with whom you presently contract in excess of \$5,000.00 annually. Please list sport field and lawn care experience with three references. Successful bidder must provide all equipment, manpower and supplies necessary to complete the work specified within. **Attach a comprehensive list of your equipment.** Successful bidder may be required to provide written proof of background checks on all employees working on Plymouth Public Schools' property.

Scope of Work to include:

Mowing of:

- **Athletic Fields:**

Contract includes thirty (30) trimmings and cuttings per year. The frequency and height of the grass will be determined by the Athletic Director with special attention to coincide with home games.

- **All Remaining Areas:**

Contract includes twenty-four (24) cuttings and trimmings per year. Additional cuttings, or changes in the cutting schedule to coincide with special activities or functions are often necessary during the spring.

- Removal of all papers and trash from lawns prior to cutting. Vendor is also to remove any debris that may cause damage or injury, prior to mowing.
- Height of grass to remain at 2-3/4" after cut. Length of playing fields may vary as determined by the Athletic Director.
- Excessive clippings removed from lawn as needed.
- Double mowing cross-hatching of athletic fields when needed.
- Clippings removed from walks, beds, drives, and curbs at each mowing.
- Trimming of all obstacles - poles, trees, walls, fences, and the like that are within the boundaries of the lawns being mowed.
- No mowing will be conducted during a rainfall or after a rainfall or if the ground is so wet that damage may occur. Grass clippings or clumps of grass left on lawns and/or the damage of lawns due to this condition and any subsequent repairs are the sole responsibility of the contractor.
- Grass clippings blown onto personal or public property will be removed per occurrence and any complaint will be responded to within one business day following the complaint to the Director of Facilities.
- Mowing required beyond the number and frequency as stated above will be by approval of the Director of Facilities.
- Property damage, personal property damage, or any injury resulting from the mowing activity, will be reported in full to the Director of Facilities within one business day of the occurrence. Repair of any property damage shall be the sole responsibility of the contractor.

Contractor is responsible for maintaining an accurate record of work performed and submit report with each invoice. Billing frequency will be negotiated with the successful bidder.

General:

Interested bidders are encouraged to visit and inspect each school site before submitting a bid in order to familiarize themselves with work requirements. Additional information, if required, can be obtained from the Business Manager at 860-314-2768. Failure to visit schools will not relieve the contractor of their obligation to confirm their ability to perform the work indicated in the specifications.

Follow up service calls required due to unsatisfactory performance shall be at no charge for labor or material. Bid prices shall be complete and include all necessary equipment, supervision and travel time needed.

Contract Period:

Prices offered on the proposal schedule shall be firm for the specified period. The Board of Education (owner) and the contractor, if mutual agreement is reached, may extend the contract for up to two (2) additional years. Any extension shall be at the same price, terms, and conditions as the previous year; however, the owner has the sole discretion to reject or accept such extension. Evaluation for extension of the contract will be done yearly at the anniversary date of each of the contracts, but in no case shall the duration of this contract exceed four (4) years in total.

Contractor Requirements:

Contractor must be a licensed contractor in the State of Connecticut.

Mowing Areas:

Terryville High School

All areas adjacent to and surrounding the building, including parking areas, roadway fringes, islands, rear lot, baseball fields, track field, softball fields, and soccer fields. Both sides of the sidewalk on N Harwinton Avenue past pole 1193 to the end of the fence and past pole number 1175 to end to end of the woods. Harwinton Ave past the house. The bank adjacent to the baseball field to be mowed or hand trimmed a minimum of once per month. No excluded areas.

Eli Terry Jr. Middle School

All areas adjacent to and surrounding the building, including the parking areas, entrance roads, islands, and baseball field. Both sides of the sidewalk from pole 6109. No excluded areas.

Harry S. Fisher Elementary School

All areas adjacent to and surrounding the building, including roadways, islands, play areas, softball field, soccer field and baseball field. No excluded areas.

Plymouth Center Elementary School

All areas adjacent to and surrounding the building, including parking areas, entrances, roadways, playground area and field. Outside fence on Altair Ave. to the end of the sidewalk past pole 860. No excluded areas.

All School Areas

Both sides of all sidewalks. Fence line to fence line. Areas inaccessible to mowers must be weed-wacked.

Spring Clean Up

To include raking or blowing of lawns and bed areas and removal of accumulated winter trash and debris from walks, lots, roadways, pavement and fence lines, but **not to** include the removal of winter sand in drive and parking areas. All spring clean-up to be completed in **April**.

Fall Clean Up

At the conclusion of the mowing season, the removal of all leaves, trash and debris from lawns, roadways, parking lots, walks, shrub beds, fence lines, etc., to be accomplished at the conclusion of the Fall leaf drop.

Sidewalk Edging

Edging of all sidewalks using a mechanical motorized edging machine, cutting along the walks, removal of cut turf, blowing of walks after edging. All edging to be completed by **August 15th**.

Shrub Pruning

Pruning and trimming of decorative shrubs, removal of cut materials away from school property and then cleaning of areas beneath and adjacent to plants. Pruning to be completed in the **Spring** unless otherwise directed by the Director of Facilities.

Weeding

All ground cover beds, flower beds, shrub beds and tree beds shall be hand weeded continuously throughout the mowing season. All material shall be removed off-site.

Mulching

Contractor must supply and place shredded hardwood bark mulch sufficient to mulch all flowers, ground-cover, shrub, ornamental and shade tree beds. Sample to be approved by the Owner's Representative. All beds will be edged prior to the installation of new mulch. Mulching shall be completed by **May 30th** and refreshed by August 15th. Excess mulch shall be removed offsite at the direction of the Owner's Representative.

Other

Under no circumstances will mowing occur while students are in the area. Mowing schedule will coordinate around any physical education classes, sports practices, school activities or community use of the facilities. All trash barrels will be emptied by the contractor on the school grounds campus twice weekly.

Maintenance of All Athletic Fields

Mowing and trimming, including the frequency and height of the grass, directed by the Athletic Director or the Director of Facilities, will be done during the sports season as needed with special attention to coincide with the home games. All communication regarding schedules will be coordinated with the Athletic Director and meet the approval of the Director of Facilities.

A. The contractor will be responsible for maintaining all fields according to the following list and supply all the equipment, tools, supplies and materials as needed. In addition, the contractor will:

1. Roll all ball fields once a year.
2. Supply clay (up to 20 yards per year maximum), non-toxic marking material and line paint for proper marking of baseball and soccer fields (coordinate with Athletic Director). Clay must be pre-approved.
3. Rake, drag, edge, fill in holes in the infields, pitcher's mounds, home plate area and batter's box. Pitcher's mound and home plate area need to be **HAND RAKED ONLY**.
4. Fill in any holes anywhere on the playing fields
5. Maintain proper grades
6. Remove all leaves, trash and debris from dugouts, fence lines and bench areas. Sweep out dugouts prior to games (Boys' and Girls' Varsity).

B. Baseball & Softball Fields (See Appendix C):

Field 1 – Terryville High School – Varsity Baseball

Field 2 - Lower Harry S Fisher Elementary School - JV Baseball Field

Field 3 - Eli Terry Jr Middle School - Baseball

Field 4 – Terryville High School – Softball Field

Field 5 – Harry S. Fisher – Softball Field

1. Late summer and Fall:

- A. Fill and seed disturbed areas of infield grass due to batting practice
- B. Scarify and weed all clay areas

2. Spring preparation:

- A. Deep edge grass lines
- B. Scarify and weed all clay areas
- C. Check elevations and dimensions of plate mound and bases. Reset as required.
- D. Regrade as necessary
- E. Leaf and litter pickup

3. Playing season: (These items to be completed no sooner than one day in advance)

- A. Scarify and drag all clay areas to grade, rake mound and plate and line fields per specifications
- B. Mow fields (Infields to be cut shorter for proper play), trim, litter pick up and sweep dugouts
- C. Provide clay (up to 20 yds), line spray paint and non-toxic line marking
- D. Remove all debris from fence lines
- E. Sweep grass lines bordering infield clay with heavy street broom to prevent clay buildup at least once weekly and with each field prep for games.

4. Summer maintenance:

Maintain clay areas for weed control

5. General:

Field preparation for games is based on ten (10) applications per field.

C. Soccer Fields (See Appendix C):

Field 6 – Terryville High School – Soccer Field

Field 7 – Terryville High School – Soccer Utility Field

Field 8 – Harry S. Fisher Elementary School – Upper Fisher Soccer Field

1. Playing Season:

- A. Mow fields within two days of a game
- B. Line fields according to league or C.I.A.C specifications no sooner than one (1) day in advance of a game. Field preparation is based on twenty (20) times per year.
- C. Secure soccer nets to posts and grounds as required

BID PROPOSAL

The undersigned _____, doing business in the City/Town of _____, submits herewith, in conformity with the general terms and conditions

and specifications for the above mentioned public bid, the following proposal for: **Grounds Maintenance**

I. Description	1/1/2022 to 12/31/2022	1/1/2023 to 12/31/2023	Total
Total Cost for Mowings & Trimmings 30 Mowings Playing Fields 24 Mowings all other Areas	\$	\$	
Total Cost for Sidewalk Edging	\$	\$	
Total Cost for Fall Clean Up	\$	\$	
Total Cost for Spring Clean Up	\$	\$	
Total Cost for Shrub Pruning	\$	\$	
Total Cost for Mulching	\$	\$	
Total Cost for Weeding	\$	\$	
Total Cost for Field Preparation	\$	\$	
Totals	\$	\$	\$

OPTIONS

II. Description	1/1/2022 to 12/31/2022	1/1/2023 to 12/31/2023
Cost per event for additional field preparation (See Appendix C)		
Field 1 – Terryville High School– Varsity Baseball	\$	\$
Field 2 - Lower HS Fisher – JV Baseball	\$	\$
Field 3 – Eli Terry Jr Middle School – Baseball	\$	\$
Field 4 – Terryville High School- Softball	\$	\$
Field 5 – HS Fisher – Softball	\$	\$
Field 6 – Terryville High School – Soccer	\$	\$
Field 7 – Terryville High School - Utility Soccer	\$	\$
Field 8 – HS Fisher – Soccer - Upper Field	\$	\$

III. Description	1/1/2022 to 12/31/2022	1/1/2023 to 12/31/2023
Cost per event for additional mowing of athletic fields (See Appendix C)		
Field 1 – Terryville High School– Varsity Baseball	\$	\$
Field 2 – Lower HS Fisher- JV Baseball	\$	\$
Field 3 – Eli Terry Jr Middle School – Baseball	\$	\$
Field 4 - Terryville High School - Softball	\$	\$
Field 5 - HS Fisher - Softball	\$	\$
Field 6 – Terryville High School - Soccer	\$	\$
Field 7 - Terryville High School – Utility Soccer	\$	\$
Field 8 - HS Fisher – Soccer – Upper Field	\$	\$
	\$	\$

OPTIONS (con't)

V. Description	1/1/2022 to 12/31/2022	1/1/2023 to 12/31/2023
Boys' J.V. Baseball/Middle School Baseball/ FES Soccer Fields 365900 sq. ft.	\$	\$
THS Boys' Varsity Baseball 122500 sq. ft.	\$	\$
THS Varsity Soccer 107800 sq. ft.	\$	\$
Girls' J. V. Softball 40000 sq. ft.	\$	\$
Girls' Varsity Softball 72900 sq. ft.	\$	\$
	\$	\$

VI. Description	1/1/2022 to 12/31/2022	1/1/2023 to 12/31/2023
Hourly rate for small backhoe and operator	\$	\$
Hourly rate for Bobcat and operator	\$	\$

Service can begin within _____ days after receipt of order.

Attach five (5) references with contracts over \$5,000.

Attach three (3) references for sport field /lawn care contracts.

Attach list of all equipment.

Attach completed Appendix D.

Company Name	Date	Phone	
Address	City	State	Zip Code
Name (Print)	Title		
Signature	Receipt Of Addenda Is Acknowledged (If Applicable):		
	No.	Date	No. Date

NON COLLUSIVE AFFIDAVIT OF BIDDERS

The undersigned bidder, having fully informed themselves regarding the accuracy of the statements made herein certifies that;

- (1) the Bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition, and

- (2) the contents of the Bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid.

The undersigned bidder further certifies that this statement is executed for the purpose of including Plymouth Public Schools to consider the bid and make an award in accordance therewith.

Subscribed and Sworn to me this:

_____ day of _____,
2021.

Notary Public

My Commission Expires

Legal Name of Bidder

Business Address

Signature and Title of Person

Date

AFFIRMATIVE ACTION STATEMENT

REQUIREMENT: Any vendor or bidder seeking to do business with Plymouth Public Schools must, upon request, supply the Business Office with any information concerning the Affirmative Action Equal Employment Practices of the vendor/bidder. Failure to supply such information, when requested, will result in the termination of any further transactions between the vendor/bidder and Plymouth Public Schools.

NOTE: All vendors/bidders with more than 10 employees shall be required to complete the Affirmative Action/Equal Opportunity Employment Requirements Statement on an annual basis except as noted below:

1. All vendors or bidders with less than 10 employees are exempt from this requirement;
2. All vendors/bidders that have completed this form within the last year;

If either of the above applies, check the appropriate box below:

Less than 10 employees

Indicate number: _____

Completed this form within the last year

Date Completed: _____

Sealed Bids: All bidders submitting a sealed bid will be required to complete the Affirmative Action Statement. If the form has been completed in the past year, please include a Xerox copy of the initial form included with our bid. If significant changes have taken place in the past year, please update the changes on this form.

Company Name & Address:

Type of Business: _____

Type of Organization (please check one): _____

Corporation Partnership Individual

If vendor/bidder filling this application is not the above named company, please provide the name, address, and telephone number of the reporting unit, branch agent, representative.

THIS FORM MUST BE RETURNED

AFFIRMATIVE ACTION

Does your company maintain a written Affirmative Action Plan for the employment of females and minorities?

_____ Yes _____ No

If yes, please attach a copy

Please indicate the name and address of the company official(s) responsible for carrying out the Equal Opportunity/Affirmative Action Program for your company:

If a written Affirmative Action for your company is not in place, please estimate the number of vacancies expected during the next twelve months and indicate the numerical or percentage goals you have set for the employment of minority people and females to make your labor force reflective of the labor market in which you operate:

The vendor is hereby notified that failure to complete the above form in a satisfactory manner will preclude such vendor from being actively considered to contract with Plymouth Public Schools. The vendor is further advised the Affirmative Action Statement included with the bid document will become part of the contract and that any breach of such statements will constitute a breach of contract subject to such remedies as provided by law.

I certify that there are no misrepresentations, omissions, or falsifications in the foregoing statements and answers and, that all entries above are true, complete, and correct to the best of my knowledge and belief.

Date: _____

Signature of Agent: _____

Title: _____

Subscribed and Sworn before me at _____ Connecticut,

this _____ day of _____ 20__

Notary Public
RETURNED

THIS FORM MUST BE NOTARIZED AND

PLYMOUTH PUBLIC SCHOOLS

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

The general rules and conditions outlined below apply to all purchases authorized by Plymouth Public Schools. The conditions outlined become a formal part of each invitation to bid unless otherwise specified. All bidders are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids. Failure to do so will be at the bidder's own risk.

The terms and conditions outlined in the invitation to bid become part of the formal contract following award, unless specified otherwise.

Conditions of Bidding

1. **PROPOSAL FORMS:** The bidder shall maintain one (1) copy for his files and submit the original signed copy, along with any copies requested, in a sealed envelope marked with the title of the Bid, Bid opening date, and time on the outside.
2. **ADDENDA:** It shall be the bidder's responsibility to check for any Addenda added to the original bid.
3. **LATE BIDS:** Formal bids, addenda to bids, or requests to withdraw a bid received after the date and time specified for opening will not be considered.
4. **WITHDRAWAL OF BIDS:** Bids may be withdrawn by written request, submitted to and received by Regional School District 13 prior to the specified time of opening.
5. **MAILING OF BIDS:** All bids are to be mailed in an envelope marked with the title of Bid and Bid Opening date and time and directed to the Business Manager. Vendors are encouraged to allow sufficient time for mailing of bids. Plymouth Public Schools assumes no responsibility for postal delays.

All bids received will be stamped by date and time received by the Business Office. This date of receipt will prevail over postmark date.

6. **OPENING OF BIDS:** The bids will be opened publicly and read aloud. Vendors are welcome and are encouraged to attend bid openings.

Bid openings will be listed by vendor name, address, and bid amount only. Bid tabulation will be done at a separate time following bid opening and will be available to interested vendors at a later time.

7. **BIDS NOT ACCEPTED:** Bidders in default to Plymouth Public Schools. The Business Manager shall not accept the bid of a contractor who is in default on the payment of taxes, licenses, or other monies to the District.
8. **BID COMPLETION:** All information required by the invitation must be complete to constitute proper bid. Failure to do so will result in disqualifying the bid.
9. Plymouth Public Schools reserves the right to reject all bids, or any part of a bid or to waive defects in bids if deemed by the District to be in the best interest of Plymouth Public Schools.

10. All formal bids submitted shall be binding upon bidder for sixty (60) calendar days following bid-opening date, unless otherwise specified. The bidder may agree to an extension at the request of the Business Manager. All extensions are to be authorized by addendum to the bid.
11. **PAYMENT TERMS:** Prepayment discounts for early payment are invited and preferred. All others to be Net 30 days unless otherwise specified.
12. **BIDS FOR ALL OR PART:** Bidders may restrict their bid to consideration in the aggregate by so stating but should include a unit price on each item bid upon. Any bid in which the bidder offers a total price for all articles without quoting a unit price may be rejected at the option of Plymouth Public Schools.
13. **ERROR IN BIDS:** Any mistake in a bid which is obviously a clerical error such as a price extension, decimal point error, or FOB terms may be corrected by the Business Manager, following bidder verification. Clerical errors detected at the bid opening will be corrected and initialed by the Business Manager, vendor, and a witness if present. If an error exists in the extension of prices, the unit price shall prevail.
14. **RESPONSE TO INVITATIONS:** In the event that you are unable to bid on our requirements as specified, in the invitation to bid, forward a letter to the Business Manager indicating your intention not to bid and a brief explanation as to why you are unable to bid.
15. **MULTIPLE BIDS:** No bidder will be allowed to offer more than one bid price on each item, although alternate models or styles may meet specifications. Alternates will be considered only if requested in the original bid package. Any alternate not specified will be rebid if in the best interest of Plymouth Public Schools. If the bidder submits more than one price on any item, all prices for that item may be rejected at the discretion of the Superintendent.
16. **TAXES:** Plymouth Public Schools is exempt from all State and Local taxes.
17. **EQUIPMENT SPECIFICATION AND/OR DESCRIPTIONS:** Each bidder shall submit, when requested by the Business Manager, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, and construction necessary to fully describe the material or work he proposes to furnish.
18. **BID, BOND, CERTIFIED CHECK, OR CASHER'S CHECK:** When required each bid shall be accompanied by a bid bond signed by a surety company authorized to do business in Connecticut or by a cashier's check or certified check made payable to Plymouth Public Schools. The amount of the bid deposit will be 10% of the total base bid unless otherwise specified.
19. **PERFORMANCE BOND:** If required by the bid specifications, the successful bidder must supply a performance bond for the full amount of the estimated total bid. The performance bond shall be made out in favor of Plymouth Public Schools. The performance bond will be required as security by the successful bidder for faithful performance of his contract. This performance bond will be required within 10 days of the award notification. The performance bond must be written by a surety company licensed to transact business in the State of Connecticut. The successful bidder upon failure or refusal to furnish within 10 days the required performance bond shall forfeit to Plymouth Public Schools as liquidated damages their bid deposit.
20. **DEBARMENT:** A contractor cannot be currently debarred from submitting proposals or bids on contracts by any agency of political subdivision of the State of Connecticut, or any other state, native American body, or other governmental entity within the United States, nor is it an agent of any person or entity that is currently debarred from submitting proposals or bids on contracts by any agency or political subdivision of the State of Connecticut or any other state, native American body, or other governmental entity within the United States.

- 21. SAMPLES:** When samples are required from bidders receiving the award, the samples may be retained by Plymouth Public Schools until the delivery of contracted items. Bidders whose samples are retained may pick them up after delivery is accepted.

Bidders shall be responsible for delivery and removal of samples. Cost of delivery and removal of samples to be the responsibility of the bidder.

All samples are to be marked samples and delivered to the Business Office. The package must indicate the name of the bidder, item enclosed, and bid number. Failure to adequately identify samples as indicated may be considered sufficient reason for rejection of the bid.

SPECIFICATIONS

- 22. TRADE NAME:** In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is specified.

The reference to the above catalog is intended to be descriptive, not restrictive and is used to indicate to the prospective bidder articles that will be satisfactory. Bids on other makes will be considered provided the bidder clearly states what is proposed in the space marked exceptions on the bid proposal sheet. Equipment specification sheets or other descriptive information will be required on all exceptions.

The Business Manager reserves the right to approve as an equal or to reject as not being equal any article the bidder proposes to furnish which contains major or minor variations from the specification requirements.

If no particular brand, model, or make is specified, the successful contractor may be required to submit working drawings or descriptive data to enable the Business Manager to judge if all requirements of the specifications are being met.

- 23.** The bidder shall comply with the true intent of the specifications and not take advantage of any unintentional error or omission but shall fully complete every part of the specification or drawings whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, ASTM specifications, or similar expressions. These shall be considered to be the minimum requirements of the specifications. Any deviations from specifications must be noted in writing at the time of submission of the formal bid. The absence of written deviations will hold the bidder strictly accountable to Plymouth Public Schools to the specifications as written. Any deviation from the specifications as written, not previously submitted as required by the above, will be grounds for rejection of the material and/or equipment when delivered.
- 24.** The contract will be awarded to the lowest responsive and responsible bidder complying with all the provisions of the invitation, provided the bid price is reasonable and in the best interest of Plymouth Public Schools to accept it. The Business Office reserves the right to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the District. The Business Manager also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature or a bid of a bidder who on investigation shows he is not in a position to perform the contract.

In determining responsibility, the following qualifications in addition to price will be considered by the Business Manager:

- a. The ability, capacity, and skill of the bidder to perform the required services.
- b. The ability of the bidder to perform the contract or provide the service promptly within the time specified.
- c. The character, integrity, reputation, judgement, and experience of the bidder.
- d. The quality of performance of previous contracts or services.
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services.

- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- g. The quality, availability, and adaptability of the supplies or contractual services to the particular use required.
- h. The ability of the bidder to provide future maintenance and service for the use of the material and/or equipment.
- i. Award by item, or part thereof, groups of items or parts thereof, or all items of the bid.
- j. Prepayment discounts for early payment will be taken into consideration when making award.

25. NOTICE OF ACCEPTANCE: All bidders will be notified of the award in writing within a reasonable time from the date of the bid opening. The successful bidder will also be notified. A purchase order will be issued following verbal notification.

26. THE BIDS: 1) Local Vendors. If all bids received are for the same total amount or unit price, quality and service being equal, the contract shall be awarded to a local bidder. 2) Outside Vendors. Where Item#1 is not in effect, the Business Manager may award the contract to one (1) of the tie bidders by drawing lots in public.

27. SPECIFIC BID QUANTITIES: Where quantities are stated specifically, acceptance of the bid will bind the District to order only those quantities specified, and to pay for at contract prices all such supplies or services delivered that meet specifications and conditions of the contract. The District will not be required to accept delivery of any balances unordered as of the contract expiration date.

“AS REQUIRED” BID QUANTITIES: On “as required” bids, acceptance will bid the District for at unit prices only quantities ordered and delivered.

CONTRACT PROVISIONS

28. GUARANTEE: The contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted which in the opinion of the District are due to faulty design and installation, workmanship, or materials, upon ratification, the contractor, at his expense shall repair the defect or replace the item.

29. AVAILABILITY OF FUNDS: A contract shall be deemed executory only to the extent of appropriations available to each agency for the purchase of such articles. The District extended obligation on these contracts which envision extended funding, through successive fiscal periods shall be contingent upon actual appropriations for the following fiscal year.

30. CONTRACT ALTERATIONS: No alterations in the terms of a contract shall be valid or binding to the District unless made in writing and signed by the Superintendent or their authorized agent.

31. INSURANCE REQUIREMENTS: The contractor, following award of the contract will be required to furnish to Plymouth Public Schools a Certificate of Insurance for the following coverage:

1. Comprehensive General Liability
2. Property Damage & Bodily Injury Liability
3. Automobile Liability
4. Workman’s Compensation and Employees Liability
5. Umbrella (Excess Liability)
6. Professional Liability*

*Required for Architects/Engineering Services. Plymouth Public Schools shall be named as an Additional Insured on all insurance policies except Workers Compensation to cover all claims against the District arising out of said contract.

In addition to the coverage delineated above, Builders Risk Insurance may be required for construction contracts. The limits of Insurance unless otherwise specified shall be as follows:

GENERAL LIABILITY: Combined single limit of \$1,000,000 (Property Damage & Bodily Injury Liability \$1,000,000. Combined Single Limit). The insurance carried by the bidder shall include the following coverages:

- a. Comprehensive Form
- b. Premises Operations
- c. Products Completed Operations
- d. Contractual – Hold Harmless Requirements**
- e. Independent Contractors
- f. Broad Form Property Damage
- g. Personal Injury

****HOLD HARMLESS REQUIREMENTS:** The contractor shall, at all times, indemnify and save harmless Plymouth Public Schools, its officers, agents, and servants on account of any and all claims, damages, losses, litigation expense, counsel fees, and compensation arising out of injuries (including death) sustained by or alleged to have been sustained by the public, any or all persons affected by the contractor's work, or by the contractor, any sub-contractor, material, men, or anyone directly or indirectly employed by them or any one of them while engaged in the performance of this contract.

AUTOMOBILE LIABILITY: Combined single limit of \$1,000,000 (Property Damage & Bodily Injury Liability \$1,000,000. Combined Single Limit). Comprehensive automobile liability to cover all automobiles or vehicles owned, hired, or owned by contractor's employees and used on business.

WORKERS' COMPENSATION: The contractor must have workers' compensation and liability insurance as provided by Connecticut and Federal law with statutory limits and Employer's Liability of \$500,000 per accident, \$500,000 disease each employee, and \$1,000,000 disease policy limit.

UMBRELLA (EXCESS LIABILITY): Each occurrence \$1,000,000, Aggregate \$1,000,000.

The contractor shall procure and pay for the insurance coverage's described above with the minimum limits of liability as stated. The certificate of insurance shall certify that said coverage shall be in effect for the term of the contract.

Plymouth Public Schools shall be named as an Additional Insured on all insurance policies except Workers Compensation. All policies shall provide for 60 days written notice prior to cancellation, substantial change, or non-renewal.

The contractor must be in compliance with State of Connecticut Public Act #86-87 "An Act Concerning Workers' Compensation Insurance Requirements For Contractors, On Public Works Projects And State Licenses.

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years following the completion date of the work/service. If the claims-made policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period of claims for two (2) years from the completion date.

32. TERMINATION OF CONTRACT: Contracts will remain in force for full periods specified, and until all articles ordered before the termination have been delivered and accepted, unless:

- a. There have been unsatisfactory deliveries prior to expiration date or
- b. An extension has been authorized by the Business Manager and accepted by the contractor, to obtain unordered balances or additional quantities at contract prices and in accordance with contract terms or
- c. The District terminates the contract for its convenience.

SUBLETTING OF CONTRACT: Contractor shall not assign, transfer, sublet or otherwise dispose of his contract, or his right, title or interest therein, or his powers to execute such contract to any other person, firm, or corporation, without the previous written consent of the Business Manager. In no case shall such consent relieve the contractor from his obligations under the contract, nor shall consent change the terms of the contract. If the contractor assigns, transfers, conveys, sublets or otherwise disposes of his contract or his right, title, or

interest therein, without obtaining prior written consent from the Business Manager, the Business Manager may cancel the contract in whole or in part.

DEFAULT: The contract may be cancelled or annulled by the Business Manager in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may then be made to next lowest responsible bidder, or, articles specified may then be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to Plymouth Public Schools for costs to the District in excess of the defaulted contract prices: Provided, that the contractor shall continue the performance of the contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extended in writing by the Business Manager, shall also constitute contract default.

DELIVERY FAILURES: Failure of a contractor to deliver within the time specified or to deliver within the time extended by the Business Manager, and failure to make replacements of rejected articles when so requested, immediately or as directed by the Business Manager, shall constitute contract default and authorize the Business Manager to purchase in the open market articles of comparable grade to replace articles rejected or not delivered. On all such purchases, the contractor shall reimburse the District within a reasonable time as specified by the Business Manager, for any expenses incurred in excess of contract prices or the District may deduct such amount from monies owed the defaulting contractor. Such substitute purchases shall be deducted from contract quantities. Should public necessity demand it, the District reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing standard.

NON-LIABILITY: The contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy, or any other circumstances which, in the Business Manager's opinion, is beyond the control of the contractor. Under such circumstances, however, the Business Manager may, in their discretion, cancel the contract.

NON-DISCRIMINATION: Contractor, in performing under this contract, shall not discriminate against any worker, employee, or applicant, or any member of the public, because of race, creed, color, age, or national origin, nor otherwise commit an unfair employment practice. Contractor further agrees that this article will be incorporated by contractor in all contracts entered into with suppliers of materials or services, contractors and sub-contractors, and all labor organizations, furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services in connection with this contract. The following principles and requirements of Equal Opportunity and Affirmative Action, as incorporated herein, will be incorporated into "Equal Opportunity – Non-Discrimination Clause" to be included in all bid documents, purchase orders, lease, and contracts. The principles of Affirmative Action are addressed in the 13th, 14th, and 15th Amendments of the United States Constitution, Civil Rights Act of 1886, 1870, 1871, Equal Pay Act of 1963, Title VI and VII of the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, amended by 11375, (nondiscrimination under federal contracts), Act 1, Section 1 and 20 of the Connecticut Constitution, Governor Grasso's Executive Order Number 11, Governor O'Neill's Executive Order Number 9, the Connecticut Fair Employment Practices Law (Sec. 46a-60-69) of the Connecticut General Statutes, Connecticut Code of Fair Practices (46a-70-81), Deprivation of Civil Rights (46a-58 (a) (d)), Public Accommodations Law (46a-63-64), Discrimination against Criminal Offenders (46a-80), definition of blind (46a-5 1 (1)), definition of Physically Disabled (46a-51 (15)), definition of Mentally Retarded (46a-51 (13)), cooperation with the Commission on Human Rights and Opportunities (46a-77), Sexual Harassment (46a-60 (a) – 8), Connecticut Credit Discrimination Law (360436 through 439), Title I of the State and the Local Fiscal Assistance Act of 1972. The Contractor shall comply with the Provisions of the Immigration Reform and Control Act of 1986 effective and enforceable as of June 6, 1987 which Act makes unlawful the hiring for employment or subcontracting individuals failing to provide documentation of legal eligibility to work in the United States. The Contractor shall hold Regional School District 13 harmless for the failure of the Contractor to comply with the provisions of said Act.

33. TIME IS OF THE ESSENCE: Time is of the essence with regard to the contractor's performance of its obligations to the District.

- 34.** All applicable state, federal, and local laws, statutes, Ordinances, Charter provisions, rules, regulations, and codes shall be adhered to by contractor in all aspects of the project.
- 35.** Any disputes between contractor and Plymouth Public Schools shall be subject to non-binding mediation as a condition precedent to the commencement of any lawsuit. Any lawsuit shall be brought in the Judicial District of Middlesex at Middletown.
- 36.** The District shall have the right, upon advance notice, to inspect and audit contractor's books and records concerning the project.
- 37.** Contractor shall be required to determine the applicability of and comply with all applicable legal requirements, including but not limited to prevailing wage laws, contractor prequalification statutes, and non-resident contractor requirements.

APPENDIX A

INSURANCE

The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the work hereunder by the Contractor, his agents, representatives, or employees. The cost of such insurance shall be included in the proposal.

For the purpose of this clause, the term "Contractor" shall also include the individual's or firm's respective officers, agents, officials, employees, volunteers, boards and commissions.

Minimum Scope and Limits of Insurance

- 1) Broad Form Comprehensive General Liability - \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, property damage, and products / completed operations.
 - 2) Automobile Liability - \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
 - 3) Umbrella Liability - 1,000,000 per occurrence, following form.
 - 4) Workers' Compensation - Limits as required by State of Connecticut Labor Code.
 - 5) Employers' Liability - \$500,000 each accident with \$500,000 disease/policy limit and \$500,000 disease/each employee.
 - 6) Personal Property Coverage - Adequate insurance to cover the value of personal property (including but not limited to, personal computers) belonging to the Contractor while located on District property, while in use or in storage, for the duration of the contract.
 - 7) Aggregate Limits - -Any aggregate limits must be declared to and be approved by the District. At the option of the District, the insurer shall increase or eliminate the aggregate limit and notify the District of any erosion of aggregate limits.
- A. Deductibles and Self-Insured Retentions - Any deductibles or self-insured retentions must be declared to and be approved by the District. At the option of the District, the insurer shall reduce or eliminate such deductibles or self-insured retentions as regards the District or the Auditors shall procure a bond, which guarantees payment of the losses and related investigations, claims administration and defense expenses. At no time will the District be responsible for the payment of deductibles or self-insured retentions.
- B. Notice of Cancellation or Non-renewal - Coverage shall not be suspended, voided, canceled, or reduced, either in coverage or in limits, except after thirty (30) days prior written notice has been given to the District by the Contractor.
- C. Other Insurance Provisions - The policies are to contain, or be endorsed to contain, the following provisions;
- 1) Liability, (General, Automobile) Coverage;
 - a. **"Plymouth Public Schools and its respective officers, agents, officials, employees, volunteers, boards and commissions"** are to be **named as additional insureds** with regards to liability arising out of activities performed by or on behalf of the contractor; products and completed operations of the contractor; premises owned, leased or used by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District.
 - b. The contractor's insurance coverage shall be the primary insurance as regards to the District. Any

insurance or self-insurance maintained by the District shall be in excess of the contractor's insurance and shall not contribute with it.

- c. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the District.
- d. Coverage shall state that the contractor's insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.

2) Workers' Compensation and Employer's Liability Coverage

- a. The insurer shall agree to waive all rights of subrogation against the District for losses arising from the work performed by the contractor for the District.
- b. If State statute does not require the contractor to obtain Workers' Compensation insurance, then the contractor shall furnish the District with adequate proof of the self-employment status/ the contractor agrees to waive all rights of claims against the District for losses arising from the work performed by the contractor. In the event that during the contract this self-employment status should change, the contractor shall immediately furnish proper notice to the District and a certificate of insurance indicating that Workers' Compensation insurance and the contractor as has obtained Employer's Liability coverage required by this Exhibit.

D. Acceptability of Insurers

- 1) Insurance is to be placed with insurers which have a Best's rating of at least "A".
- 2) Insurance companies must either be licensed to do business in the State of Connecticut or be deemed to be acceptable by the District's Attorney.

E. Verification of Coverage

The contractor shall furnish the District with certificates of insurance effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Business Manager before work commences. Renewal of expiring certificates shall be filed thirty-days prior to expiration. The District reserves the right to require complete, certified copies of all required policies, at any time.

All insurance documents required by this Exhibit shall be mailed to the Business Manager once the proposer is accepted.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____