



**Stamford Public Schools**

EXCELLENCE IS THE POINT.

MAIL BIDS TO: **STAMFORD PUBLIC SCHOOLS**  
888 WASHINGTON BLVD.  
PURCHASING DEPT. 3<sup>rd</sup> FLOOR  
STAMFORD, CT 06901

BID NUMBER: B-4051

REQUESTING DEPT: PURCHASING

TITLE OF BID: NEWFIELD ELEMENTARY SCHOOL  
VACUUM TANK REPLACEMENT  
FOR STAMFORD PUBLIC SCHOOLS

BID OPENING: DATE: THURSDAY JANUARY 5, 2023

TIME: 2:30 P.M.

PLACE: PURCHASING, 3<sup>rd</sup> FLOOR  
888 Washington Boulevard  
Stamford, CT 06901

BIDE DEPOSIT **5 %**  
PERFORMANCE BOND: **Yes, 100% (Successful bidders only)**  
MAINTENANCE BOND: **Yes for One Year (Successful bidders only)**

**MANDATORY:**

**PRE-BID WALK THRU:** DATE: WEDNESDAY DECEMBER 14, 2022

TIME: 10:00 A.M.

PLACE: NEWFIELD ELEMENTARY SCHOOL  
FRONT ENTRANCE  
345 PEPPER RIDGE ROAD  
STAMFORD, CT 06905

**4 COPIES OF RESPONSE REQUIRED**

This Bid Specification was prepared to solicit sealed bids on behalf of the Stamford Public School Facilities Department from qualified responsible mechanical contractors. Work shall include furnish and install condensate vacuum tank unit including but not limited to separation tank, duplex pumps, solenoid valves, control panels, power panels, piping, fittings, specialties, etc. Work includes electrical and paint work as well. Work identified on Construction Documents dated December 8, 2022, developed by Innovative Engineering Services, LLC and shall be conducted at Newfield Elementary School.

Contractor services shall include labor, materials, equipment, management, coordination, and other requirements for complete and thorough work.

All terms and conditions, construction drawings, specifications, and bid forms are attached hereto. The lowest responsible bidder may be required to attend a meeting with District officials prior to the awarding of the bid contract.

## B-4051

### NEWFIELD VACUUM TANK REPLACEMENT

#### INVITATION TO BID/OVERVIEW OF SERVICES

Stamford Public Schools (SPS) is soliciting sealed bids from qualified responsible contractors to furnish and install condensate vacuum tank unit at Newfield Elementary School. Contractor shall be fully licensed and insured. Examples of these specific works are outlined in more detail in “Scope of Work” in section C and in “Exhibit A.”

- Bids/Requests for proposals will be available at the purchasing department section of the Stamford Public Schools (SPS) website:  
<https://www.stamfordpublicschools.org/departments/finance-and-purchasing/rfps-and-bids> starting Friday December 9, 2022.
- Contracts shall be awarded to the individual, contractor (s), or organization whose proposal best meets all criteria listed in the bid. The lowest responsible bidder may be required to attend a meeting with District officials prior to the awarding of the bid contract.
- **Proposals must be sealed and received by Thursday January 5, 2023 at 2:30 P.M.**
- Upon successful selection of a vendor, an award notification will be posted online at:  
<https://www.stamfordpublicschools.org/departments/finance-and-purchasing/rfps-and-bids>
- **Insurance Requirements:** The selected proposer, upon receipt of a Conditional contract, will be required to deliver an insurance certificate in amounts, companies, and terms acceptable to the Risk Manager of the City of Stamford. Also, the District reserves the right to modify the insurance coverage amounts as well as policy types prior to the development of a contract. (*See section A.5 for further info*)
- **Rejection of Proposals**  
Stamford Public Schools reserves the right to reject for any reason deemed to be in the District’s best interest any and/or all proposals submitted under this Bid.
- **Negotiated Changes**  
In the event negotiated changes occur after the awarding of the contract, the same pricing policies called for in the original contract will remain in effect.
- **Selection Committee**  
For requests for proposals for services anticipated to exceed \$100,000, a selection committee shall be formed to review all proposals. The selection committee shall, if possible, interview the most qualified proposers. Bids over \$100,000 will require SPS Board of Education approval.

## SAMPLE SCORING SHEET

Proposal Selection Criteria	Points
<b>Understanding of Engagement</b>	<b>15</b>
<b>Qualifications and Experience of Proposer</b>	<b>25</b>
<b>Professional References</b>	<b>10</b>
<b>Proposed Fee Arrangements</b>	<b>50</b>
<b><u>Total</u> (maximum 100 pts)</b>	<b>100</b>

### **A. General Contract Information**

#### **1. Awarding the Contract (s)**

The contract/s shall be awarded to the proposer whose proposal is deemed by the department head and/or selection committee to best provide the services desired, taking into account the requirements, terms and conditions contained in the bid proposals and the criteria for evaluating proposals. The SPS reserves the right to award this contract to one or multiple vendors provided that one vendor is financially beneficial to the district.

#### **2. Contract Agreement**

The successful bidder will be required to enter into an Agreement with Stamford Public Schools for the completion of the contract. If so, a sample copy of the Agreement is available at the following website:

[https://resources.finalsite.net/images/v1652435127/stamfordpublicschoolsorg/mbxjdmz5mbsksifxwlvv/sample\\_agreement\\_for\\_boe\\_rfp\\_packages\\_1.pdf](https://resources.finalsite.net/images/v1652435127/stamfordpublicschoolsorg/mbxjdmz5mbsksifxwlvv/sample_agreement_for_boe_rfp_packages_1.pdf). The specifications of the proposal and the purchase order issued to the proposer shall serve as a contract where no formal written contract is required.

#### **3. Terms of Agreement**

The Agreement and pricing shall remain in effect beginning in January 2023 until the project is completed, which shall not exceed twelve (12) months.

#### **4. Cancellation of the Contract**

The Stamford Public Schools (SPS) reserves the right to cancel this contract, at any time, with sixty (60) days prior written notice to the consultant or organization, should any of the following conditions exist:

- Funds are not appropriated by the City of Stamford for the continuation of this contract
- The Stamford Public Schools (SPS), through changes in its requirements, method of operation, or program operation no longer has a need for the commodity or service.
- If the Contractor fails to fulfill its obligations under this contract properly and on time, or otherwise violates any provision of the contract, Stamford Public Schools may terminate the contract by written notice to the Contractor.

- As indicated in “sample contract on page 3” the SPS reserves the right to cancel for either cause or convenience.

## **5. Provision for Required Insurance**

The Vendor shall maintain insurance, which complies with the insurance requirements contained in this Contract between the Stamford Public Schools, Stamford, Connecticut and the vendor. Such insurance required to be maintained by the vendor shall include:

1. General liability, which contains limits of liability of \$1,000,000/\$2,000,000 combined single limit per occurrence and aggregate for property damage and bodily injury. Such insurance shall contain operations liability, contractual liability, which covers any indemnities contained in this Contract, personal injury and advertising liability and completed operations and products liability.
2. If working with children, sexual abuse and molestation coverage, which may be included in the general liability policy or be a standalone policy, with a minimum limit of liability of \$1,000,000.
3. Workers’ compensation and employers liability, which covers the employees of the Vendor, if applicable. Employer’s liability insurance, which contains limits of liability of not less than \$100,000 each accident, \$100,000 disease policy limit and \$100,000 disease – each employee.
4. Professional liability, which covers the professional services of the Vendor - \$1,000,000.

The Stamford Public Schools, the City of Stamford and their employees, agents and officers shall be designated as additional insureds under the general liability policy. All insurance maintained by the Vendor shall be primary insurance, not excess or concurrent, with any insurance maintained by or on behalf of the Stamford Public Schools or City of Stamford. The Vendor agrees to hold the Stamford Public Schools, the City of Stamford, and their employees, agents, and officers, safe and harmless from liability during the performance of this contract, and provide a waiver of subrogation in favor of the Stamford Public Schools, the City of Stamford, and their employees, agents and officers. The Vendor shall provide the Stamford Public Schools with evidence of insurance, which complies with the insurance requirements hereunder.

### **6.1 Non-Discrimination**

( a) The contractor agrees and warrants that in the performance of the contract, it 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, sexual orientation, 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. If the contract is for a public works project, the contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such project. The contractor further agrees to take affirmative

action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, 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;

(b)The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "Affirmative Action-Equal Opportunity Employer" in accordance with regulations adopted by the Connecticut Commission on Human Rights and Opportunities ("CCHRO");

(c)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 copy of these provisions, advising the labor union or worker's representative of the contractor's commitments under these provisions and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(d)The contractor agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 4a-62, 32-9e, 46a-56 and 46a-68b to 46a-68k, inclusive, and with each regulation or relevant order issued by said CCHRO;

(e) The contractor agrees to provide the SPS with such information requested by the SPS, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor.

## **6.2 Prime Contractor Responsibility**

Vendors submitting proposals to this Bid may utilize the services of subcontractors. If subcontractors are planned to be used, this should be clearly explained in the proposal. The prime Proposer will be responsible for the entire contract performance whether or not a subcontractor is to perform.

All corporate information in this Bid must be included for each proposed subcontractor. The Bid must also include copies of any agreements to be executed between the prime Proposer and any subcontractors in the event of contract award. Under this Bid, the Stamford Public Schools retains the right to approve all subcontractors.

## **6.3 Subcontractors**

The contractor shall include the provisions of subsection (6 and 6.1) in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the SPS and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the CCHRO. The contractor shall take such action with respect to any such subcontract or purchase order as the SPS may direct as a means of enforcing such provisions.

**The contractor agrees to comply with the CCHRO's requirements as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.**

#### **6.4 Ambiguity in the Bid Specification**

Prior to submitting the Bid, the contractor is responsible to bring to the SPS' attention any ambiguity in this Bid. Failure to do so shall result in the contractor forfeiting any claim for adjustment based on such ambiguity as should have been noted by a prudent contractor.

In the event of any ambiguity between the SPS' Bid and the proposer's Bid, then whatever shall be more favorable to the Stamford Public Schools as determined in the sole discretion of the SPS shall prevail and take precedence.

#### **6.5 Ownership Information**

The Stamford Public Schools shall have unlimited rights to use, disclose, or duplicate, for any purpose whatsoever, all information developed, derived, documented or furnished by the contractor under any contract resulting from this Bid.

In the event of contract award, all data collected and other documentation procured as part of the contract will become the exclusive property of the Stamford Public Schools and may not be copied or removed by any employee of the contractor without written permission of the Stamford Public Schools.

#### **6.6 Proprietary Information**

The Stamford Public Schools will not disclose any portion of the Bids except to members of the Bid evaluation team prior to contract award. The Stamford Public Schools retains the right to disclose the name of the successful proposer, the amount of contract, and any other information in the proposal that is pertinent to the selection of the contractor.

#### **6.7 Independent Project Cost Determination and Gratuities**

By submission of an offer, the proposer certifies, that in connection with this Bid:

- The costs in this offer have been arrived at independently, without consultation, communication or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other proposer or competitor.
- The prices quoted in this offer will not change for a period of one hundred and twenty (120) days after the receipt date at the Stamford Public Schools of this offer.
- Unless otherwise required by law, the costs which have been quoted in this offer have not been knowingly disclosed by proposer and will not knowingly be disclosed by the proposer prior to award, directly or indirectly to any other proposer or to any competitor.
- No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit an offer for the purpose of restrictive competition.
- No elected official or appointed official or employee of the Stamford Public Schools or the City of Stamford shall benefit financially or materially from any contract awarded pursuant to this Bid.

## **6.8 Gifts**

During the term of this contract, including any extensions, the Contractor shall refrain from making gifts of money, goods, real or personal property or services to any appointed or elected official or employee of the City of Stamford or the Stamford Board of Education (“BOE”) or any appointed or elected official or employee of their Boards, Commissions, Departments, Agencies or Authorities. All references to the Contractor shall include its officers, directors, employees, and owners of more than 5% equity in the contractor. Violation of this provision shall constitute a material breach of this Agreement, for which this Agreement may be summarily terminated.

## **6.9 Incurring Cost**

The Stamford Public Schools will not be held responsible for any costs incurred by the proposer for work performed in preparation and production of a Bid or for any work performed prior to the issuance of a contract.

## **6.10 Student Data Privacy**

To effect the transfer of data subject to FERPA, the Contractor agrees and acknowledges as follows:

**A.** The Contractor shall ensure compliance in all respects with the provisions of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g, (“FERPA”) including any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose or share student information in a manner not allowed by federal or state law or regulation.

**B.** Student information, student records and student-generated content, as those terms are defined pursuant to Connecticut General Statutes §10-234aa (collectively “student data”), are not the property or under the control of the Contractor;

**C.** The Board shall have access to and may request the deletion of student data in the possession of the Contractor except when such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor, provided the Board may request the deletion of any such student data if such copy has been used by the operator to repopulate accessible data following a disaster recovery; at any time by notifying Contractor, in writing, of such request and identifying the information to be deleted;

**D.** The Contractor shall not use student data for any purposes other than those authorized pursuant to this Agreement with the Board;

**E.** The procedures by which a student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct erroneous

information, if any, in such student record is set forth in Board Policy, with specific reference to Policy 5115 (as may be amended from time to time) and its associated Regulation(s), a copy of which may be found at <https://www.stamfordpublicschools.org/board-of-education/policies>.

**F.** The Contractor shall take actions designed to ensure the security and confidentiality of student data;

**G.** The Contractor shall adhere to the following procedures to notify the Board in the event that there has been an unauthorized release, disclosure or acquisition of student data:

a. Upon the discovery of a breach of security that results in the unauthorized release, disclosure or acquisition of student information, excluding any directory information contained in such student information, the Contractor shall notify, without unreasonable delay, but not more than thirty days after such discovery, the Board in writing through the Superintendent of Schools of such breach of security. During such thirty-day period, the Contractor may (A) conduct an investigation to determine the nature and scope of such unauthorized release, disclosure or acquisition, and the identity of the students whose student information is involved in such unauthorized release, disclosure or acquisition, or (B) restore the reasonable integrity of the Contractor's data system.

b. Upon the discovery of a breach of security that results in the unauthorized release, disclosure or acquisition of directory information, student records or student-generated content, the Contractor shall notify, without unreasonable delay, but not more than sixty days after such discovery, the Board of such breach of security. During such sixty-day period, the Contractor may (A) conduct an investigation to determine the nature and scope of such unauthorized release, disclosure or acquisition, and the identity of the students whose directory information, student records or student-generated content is involved in such unauthorized release, disclosure or acquisition, or (B) restore the reasonable integrity of the Contractor's data system.

**H.** Student data shall not be retained or available to the Contractor upon expiration of the Agreement between the Contractor and the Board, except a student, parent or legal guardian of a student may choose to independently establish or maintain an electronic account with the Contractor after the expiration of such Agreement for the purpose of storing student-generated content.

**I.** All student-generated content shall be the property of the student or the parent or legal guardian of the student.

**J.** The Contractor shall implement and maintain security procedures and practices designed to protect student information, student records and student-generated content from unauthorized access, destruction, use, modification or disclosure that, based on the sensitivity of the data and the risk from unauthorized access, (1) use technologies and methodologies that are consistent with the guidance issued pursuant to section 13402(h)(2) of Public Law 111-5, as amended from time to time, (2) maintain technical safeguards as it relates to the possession of student records in a manner consistent with the provisions of 45 CFR 164. 312, as amended from time to time and (3) otherwise meet or exceed industry standards.

**K.** The Contractor shall not use (1) student data for any purposes other than those authorized pursuant to this Agreement, or (2) personally identifiable information contained in student data to engage in targeted advertising.

**L.** The parties agree that this Agreement controls over any inconsistent terms of conditions contained within any other agreement entered into by the parties concerning student data.

**M.** If a court of competent jurisdiction finds that any provision of this Agreement is invalid, illegal or unenforceable, in any respect, then such invalidity, illegality or unenforceability shall not affect or impair any other remaining provisions of this Agreement, which shall remain in full force and effect. Moreover, if a court of competent jurisdiction finds that any provision of this Agreement is excessively broad, then such provision shall be construed by limiting it so as to be enforceable to the extent compatible with applicable law.

**N.** If a court of competent jurisdiction finds that any provision of this Agreement is invalid, illegal or unenforceable, in any respect, then such invalidity, illegality or unenforceability shall not affect or impair any other remaining provisions of this Agreement, which shall remain in full force and effect. Moreover, if a court of competent jurisdiction finds that any provision of this Agreement is excessively broad, then such provision shall be construed by limiting it so as to be enforceable to the extent compatible with applicable law.

### **6.11 Code of Ethics**

Vendor shall comply with the Stamford Municipal Code of Ethics as codified in Chapter 19 of the City of Stamford Code of Ordinances and shall be considered an “employee”, as defined in that Chapter, strictly for the purpose of compliance thereto. Vendor is prohibited from using its status as a vendor to derive any interest(s) or benefit(s) from other individuals or organizations.

### **6.12 Off Contract Purchase**

The District reserves the right to purchase items and/or products covered by this agreement from alternate sources, should, during the term of this agreement, the District obtain more favorable pricing from those alternate sources or determine that it is in its best interest to purchase an item from an alternate source. This Contract is not an exclusive Contract.

### **6.13 Information on Bidders' Background**

In addition to the specific information required to be submitted in direct response to this procurement, the Stamford Public Schools reserves the right to request certain additional information from any/all bidders, such as Dunn & Bradstreet reports, certified financial statements, lists and details on equipment and other important and necessary information and documents that will serve the best interest of the City, in the opinion of Superintendent of Schools and/or of the Purchasing Agent, in determining the capabilities of a contractor.

## **6.14 Independent Contractor Status**

It is the intent of this Bid that the successful bidder is an independent contractor, and not an employee or agent. Nothing in this Bid or the contract to be signed shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Stamford Public Schools and the Agency, or any employee or agent of the Agency, or between the Agency and any agent or employee of the Board. Both parties acknowledge that the Agency will not be an employee for federal or state tax purposes.

### **B. BACKGROUND**

SPS serves some 17,000 students in 22 schools, grades Pre K – 12. The district, which encompasses 2,850,000 square feet of space, contains 13 elementary schools. Of the existing 13 elementary schools, 11 include grades K-5, the new school is K-3 and one includes grades K-8; five middle schools with grades 6-8, and three high schools. Included in this mix are five magnet elementary schools, one magnet middle school, two large comprehensive high schools, a magnet technology and engineering high school, and two alternative high school programs.

### **C. SCOPE OF WORK REQUIREMENTS**

#### **General Work Requirements**

All work shall include furnish and install condensate vacuum tank unit including but not limited to separation tank, duplex pumps, solenoid valves, control panels, power panels, piping, fittings, specialties, etc. Work includes electrical and paint work as well.

#### **The following working hours are as follows:**

- **Noisy Work (Demolition, Welding, Mechanical Work Involving Power Equipment, Etc.)** – Noisy work shall be conducted during second shift (3:00pm to 11:00pm).
- **Quiet Work (Electrical, Painting, Etc.)**. Quiet work can be conducted during first shift (7:00am -3p:00pm).
- All work shall be coordinated with Facilities, Building Administration, and Building Custodial Staff.

### **D. PLACE OF WORK**

Newfield Elementary School, 345 Pepper Ridge Road, Stamford, CT.

**E. SUBMISSION OF QUESTIONS**

Questions relating to this bid proposal must be submitted **in writing (E-MAIL ONLY)** to the following address **no later** than **2:00 P.M. Tuesday December 20, 2022:**  
**In email subject line reference “B-4051 Newfield Vacuum Tank Replacement Project”**

**Kevin McCarthy**  
**Director of Facility Operations**  
[kmccarthy@stamfordct.gov](mailto:kmccarthy@stamfordct.gov)

**F. BID SUBMISSION**

**Four (4)** complete sets of the proposal along with one (1) **electronic copy (USB Drive)** are to be submitted in a sealed envelope and received by the **Purchasing Department, 3<sup>rd</sup> Floor, by Thursday January 5, 2023 at 2:30 pm**, and listing the following information on the outside of the envelope: **B-4051 | Bidder’s name and address | Proposal Due date. No telephone, electronic, or facsimile Bids will be considered.** No Bids will be accepted after this time.

- Send your Bid to the attention of:

**Stamford Public Schools, Attn: 3<sup>rd</sup> Floor, Purchasing**  
**B-4051 Newfield Elementary School Vacuum Tank Replacement**  
**888 Washington Blvd., Stamford, CT 06901**

The Bid should include:

1. Tax Exempt  
The Stamford Public Schools is exempt from the payment of taxes imposed by the Federal Government and/or State of Connecticut. Such taxes must not be included in the bid price.
2. The “**Official Response Form/Bid Form**” attached must be completed.
3. The “**Non-Collusion Affidavit**” attached must be completed.
4. The “**Contractor’s Statement**” attached must be completed.
5. The “**Contractor’s Verification**” attached must be completed.
6. The “**Notice To Bidders**”
7. All material submitted in response to this bid will become public record and will be subject to inspection after Intent to Award notice is issued. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from the rest of the Bid.
8. A Bid submitted in response to the bid shall constitute a binding offer. The autographic signature of the proposer shall indicate acknowledgement of this condition, or an officer legally authorized to execute contractual obligations. A submission in response to the bid acknowledges acceptance by the Proposer of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its Bid and the SPS’s bid. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined in the bid.

**\*Failure to comply with all submission requirements may result in reduction of 5-10 points off the “Matrix of Qualifications” score. For instance, not submitting an electronic copy (USB Drive).**

**B-4051**

**NEWFIELD VACUUM TANK REPLACEMENT**

**G. OFFICIAL RESPONSE FORM/BID FORM**

Name of Consultant/Vendor \_\_\_\_\_

Name/Title of Primary contact person \_\_\_\_\_

Address of Vendor \_\_\_\_\_

Phone Number of Vendor \_\_\_\_\_

Contact Person e-mail for follow-up \_\_\_\_\_

Number of Years' providing similar work: \_\_\_\_\_ years

List of School/City based references for contracts of a similar nature, including contact names, school district and phone numbers (Contract size can be either # students served or annual dollar amount)

	<u>Reference District</u>	<u>Contact Name</u>	<u>Phone Number</u>	<u>E-mail</u>	<u>Contract Size</u>
a)	_____	_____	_____	_____	_____
b)	_____	_____	_____	_____	_____
c)	_____	_____	_____	_____	_____

**PRICING STRUCTURE**

The undersigned, having familiarized himself with the existing conditions affecting the work and with the Construction Documents dated December 8, 2022, as prepared by Innovative Engineering Services, LLC, and Addenda, if any thereto, hereby propose to construct and complete the Project listed above, all in accordance therewith for the Lump Sum listed of:

**Base Bid Price**

\_\_\_\_\_  
Dollars  
(\$ \_\_\_\_\_) (Total Lump Sum)

**Add Alternate** – Disconnect Existing Steam, Condensate, Hot Water Heating supply and Return Piping from Existing Heat Exchanger and Thoroughly Clean the Shell Side and Tube Side of the Heat Exchanger by Chemical Treatment and Flush Out with Water. Reconnect All Piping to Suit Heat Exchanger Return to Service.

**Add Alternate Price**

---

Dollars

(\$ \_\_\_\_\_) (Total Lump Sum)

**SCHEDULE**

The undersigned agrees to complete the project within 8 months of Notice to Proceed, and in accordance with the schedule and working hours identified in the Notice to Bidders section. Overtime, weekend, and holiday work shall be arranged and coordinated with BOE Facilities Department:

**ADDENDA ACKNOWLEDGEMENT**

Acknowledge receipt of Addenda number(s) and date(s) *(Add More Lines If Needed)*

Addenda 1 – Check here  Dated \_\_\_\_ / \_\_\_\_ /2022

Addenda 2 – Check here  Dated \_\_\_\_ / \_\_\_\_ /2022

Addenda 3 – Check here  Dated \_\_\_\_ / \_\_\_\_ /2022

Addenda 4 – Check here  Dated \_\_\_\_ / \_\_\_\_ /2022

**H. NON-COLLUSION AFFIDAVIT**

The undersigned, having been duly sworn, affirms and says that to the best of his/her knowledge and belief:

1. The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement with any other Proposer or with any competitor for the purpose of restricting competition.
2. Unless otherwise required by law, the prices, which have been quoted in this Bid, have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor.
3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.

Name of Proposer: \_\_\_\_\_

By: \_\_\_\_\_

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

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

**STATE OF CONNECTICUT  
Contractor Verification  
(in accordance with Public Act 16-67)**

**Directions to Contractor:** Connecticut law requires that any contractor applying or bidding for a contract (including individuals who are independent contractors) with a local or regional board of education, a governing council of a state or local charter school, or inter-district magnet school operator require any employee with the contractor who would be in a position involving direct student contact to supply the contractor with the information provided in this form. Information may be collected either through a written communication or telephonically.

In addition, pursuant to Connecticut General Statutes (C.G.S.) § 10-222c, the contractor is required to contact – either telephonically or through written communication – any current or former employer of an employee if such employer was a local or regional board of education, a governing council of a state or local charter school, or inter-district magnet school operator or if the employment caused the employee to have contact with children, to request any information concerning whether there was a finding of abuse or neglect or sexual misconduct against the employee. If the contractor receives any information indicating such a finding, or otherwise has knowledge of such a condition, the contractor must immediately forward such information to any local or regional board of education with which the contractor is under contract.

**Directions to Employee of Contractor:** Pursuant to Connecticut state law, employees of a contractor who would be in a position involving direct student contact must supply all of the information provided in Section 2 of this form.

**Section 1 – To be completed by Contractor**

Name	
Street address	
City, State, Zip Code	
Contact person	
Telephone number/email address	

**Section 2 – To be completed by Employee of Contractor**

**Part A.** On a separate sheet of paper, please list the name, address and telephone number of each current or former employer, if such current or former employer was a local or regional board of education, a governing council of a state or local charter school, or inter-district magnet school operator, or if such employment otherwise caused you to have contact with children.

**Part B.** Please complete the questions below in their entirety.

Have you ever:

Y N  
  Been the subject of an abuse or neglect or sexual misconduct investigation by any employer, state agency or municipal police department (answer “no” if the investigation resulted in a finding that all allegations were unsubstantiated)?

Y N  
  Been disciplined or asked to resign from employment or resigned from or otherwise separated from any employment while an allegation of abuse or neglect was pending or under investigation by the Department of Children and Families (the “department”), or an

allegation of sexual misconduct was pending or under investigation or due to an allegation substantiated pursuant to section 17a-101g of abuse or neglect, or of sexual misconduct or a conviction for abuse or neglect or sexual misconduct?

Y N

Had a professional or occupational license or certificate suspended or revoked or ever surrendered such a license or certificate while an allegation of abuse or neglect was pending or under investigation by the department or an investigation of sexual misconduct was pending or under investigation, or due to an allegation substantiated by the department of abuse or neglect or of sexual misconduct or a conviction for abuse or neglect or sexual misconduct?

**Part C – Written Consent and Disclosure Authorization.** I hereby authorize the entities I have listed in Section 2 of this form to release to the entity listed in Section 1 of this form the information required to be released by my previous employer pursuant to (C.G.S.) § 10-222c along with any related records. I hereby consent to and authorize disclosure by the State Department of Education of the information requested pursuant to C.G.S. § 10-222c, as amended by Public Act 16-67, and I hereby authorize the release by the State Department of Education of any related records. I further hereby release the above-named employer(s) and the State Department of Education from any and all liability of any kind that may arise from the disclosure or release of records requested pursuant to C.G.S. § 10-222c, as amended by Public Act 16-67.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

**NOTES:**

The terms provided below are currently defined in state law as follows. Please note that statutes may be amended from time to time.

Sexual Misconduct means – “any verbal, nonverbal, written or electronic communication, or any other act directed toward or with a student that is designed to establish a sexual relationship with the student, including a sexual invitation, dating or soliciting a date, engaging in sexual dialog, making sexually suggestive comments, self-disclosure or physical exposure of a sexual or erotic nature and any other sexual, indecent or erotic contact with a student.” Connecticut General Statutes § 10-222c(k).

Abuse or neglect means – “abuse or neglect as described in Section 46b-120, and includes any violation of Sections 53a-70, 53a-70a, 53a-71, 53a-72a, 53a-72b or 53a-73a.” Connecticut General Statutes § 10-222c(k).

The Connecticut State Department of Education is an affirmative action/equal opportunity employer and does not discriminate on the basis of race, color, religion, sex, gender identity or expression, sexual orientation, marital status, national origin, ancestry, age, criminal record, political beliefs, genetic information, intellectual disability, past or present history of mental disability, learning disability, or physical disability, including, but not limited to, blindness or any other basis prohibited by Connecticut state and/or federal nondiscrimination laws.

**CONTRACTOR'S STATEMENT**

Pursuant to Section 103 .1 of the Stamford Code of Ordinances, I hereby provide the following:

If a joint venture, trustee, partnership, Limited Liability Company or partnership, the names and addresses of all joint venturers, beneficiaries, partners or members:

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If a corporation, the names and addresses of all officers and the names and addresses of all parties owning over 10% of its common stock or over 10% of its preferred stock. If any of said stockholders is a holding corporation, the names and addresses of all persons owning a beneficial interest in over 10% of the common or preferred stock of said holding company.

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The names and positions of all persons listed hereinabove who are elected or appointed officers or employees of the City of Stamford.

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Name of

Bidder/Proposer: \_\_\_\_\_

Signature of Bidder/Proposer: \_\_\_\_\_

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

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

Address: \_\_\_\_\_

## Notice to Bidders

### 1. Bid Opening

All bids will be opened promptly at the advertised time of opening. There can and will be no delays or postponements which are not publicly advertised. Any bid received after the advertised time of opening cannot be accepted.

### 2. Obligation of bidders:

At the time of opening bids, each bidder shall be presumed to have inspected the site, and to have read and made him or herself thoroughly familiar with the plans and contract documents including all addenda. The failure or omission of any bidder to receive or examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to his/her bid.

Each bidder must fully inform himself/herself of the construction and labor conditions relating to the work which is now or will be performed. Failure to do so will not relieve the successful bidder of his/her obligation to furnish all labor and materials necessary to carry out the provision of the contract documents and to complete the contemplated work. Inasmuch as possible, the contractor must, in carrying out his/her work, employ such methods or means as will not cause any interruptions or interference with the work of any other contractor.

### 3. The working hours are as follows:

**Noisy Work (Demolition, Welding, Mechanical Work Involving Power Equipment, Etc.)** – Noisy work shall be conducted during second shift (3:00pm to 11:00pm).

**Quiet Work (Electrical, Painting, Etc.)**. Quiet work can be conducted during first shift (7:00am -3p:00pm).

All work shall be coordinated with Facilities, Building Administration, and Building Custodial Staff.

### 4. Affirmative Action, Equal Opportunity, and Prevailing Wage

Stamford Public Schools is an Affirmative Action/Equal Opportunity Employer/purchaser. Small, Minority, Women and Disadvantaged Business Enterprises are encouraged to respond. This project is subject to State of Connecticut Prevailing Wage Rates and Davis/Bacon Wage Rates.

**SAMPLE  
CORPORATE  
RESOLUTION  
NEXT PAGE**

(COMPANY LETTERHEAD WITH LOGO HERE)

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## CORPORATE RESOLUTION

DATE:

We, the undersigned, being all the Directors of , organized and

(Name of company)

existing under the laws of , and having its principal place of business at

(State)

(Company's Address)

hereby certify that the following individuals are representatives of the company who can execute

documents.

Date

Date

Date

**CLEAR FORM**

**PRINT**

Hover over text boxes above to know what to input

# EXHIBIT A

(Drawings)

# NEWFIELD ELEMENTARY SCHOOL

345 PEPPER RIDGE ROAD STAMFORD, CT 06905

BID# B4051

CAROLINE SIMMONS - MAYOR  
DR. TAMU LUCERO - SUPERINTENDENT OF SCHOOLS

CONSTRUCTION DOCUMENTS

DECEMBER 8, 2022

VACUUM TANK REPLACEMENT PROJECT









# EXHIBIT B

(CT Prevailing Wages)

**Minimum Rates and Classifications  
for Building Construction**

ID#: 22-42376

**Connecticut Department of Labor  
Wage and Workplace Standards**

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number: B-4051

Project Town: Stamford

State#:

FAP#:

Project: Newfield Elementary School Vacuum Tank Replacement

<b>CLASSIFICATION</b>	<b>Hourly Rate</b>	<b>Benefits</b>
1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. <b>**See Laborers Group 7**</b>		
1c) Asbestos Worker/Heat and Frost Insulator	44.57	31.79
2) Boilermaker	44.46	28.51
3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	37.75	35.65 + a
3b) Tile Setter	37.1	30.52
3c) Tile and Stone Finishers	30.0	25.30
3d) Marble & Terrazzo Finishers	31.07	24.23
3e) Plasterer	41.9	28.75

**As of:** November 29, 2022

-----LABORERS-----

4) Group 1: Laborers (common or general), acetylene burners, concrete specialists, wrecking laborers, fire watchers.	32.0	24.40
4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman (Person running mixer and spraying fireproof only).	32.25	24.40
4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	32.5	24.40
4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80.	33.0	24.40
4d) Group 5: Air track operator, sand blaster and hydraulic drills.	32.75	24.40
4e) Group 6: Blasters, nuclear and toxic waste removal.	35.0	24.40
4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).	33.0	24.40
4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.	30.28	24.40
4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.	29.74	24.40
4i) Group 10: Traffic Control Signalman	18.0	24.40
5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers.	36.07	26.15

**As of:** November 29, 2022

5a) Millwrights	36.32	26.81
6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	42.0	38.83
7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	58.9	36.885+a+b
-----LINE CONSTRUCTION-----		
Groundman	26.5	6.5% + 9.00
Linemen/Cable Splicer	48.19	6.5% + 22.00
8) Glazier (Trade License required: FG-1,2)	40.78	23.40 + a
9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	39.7	38.77 + a
-----OPERATORS-----		
Group 1: Crane Handling or Erecting Structural Steel or Stone; Hoisting Engineer (2 drums or over). (Trade License Required)	50.27	26.80 + a
Group 1a: Front End Loader (7 cubic yards or over); Work Boat 26 ft. and Over	46.07	26.80 + a
Group 2: Cranes (100 ton rate capacity and over); Bauer Drill/Caisson. (Trade License Required)	49.91	26.80 + a
Group 2a: Cranes (under 100 ton rated capacity).	49.06	26.80 + a

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Group 2b: Excavator over 2 cubic yards; Pile Driver (\$3.00 premium when operator controls hammer)	45.71	26.80 + a
Group 3: Excavator; Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Finegrade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	44.86	26.80 + a
Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper); Goldhofer.	44.42	26.80 + a
Group 5: Specialty Railroad Equipment; Asphalt Spreader, Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24 mandrel).	43.73	26.80 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	43.73	26.80 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	43.38	26.80 + a
Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under mandrel).	42.99	26.80 + a
Group 8: Mechanic; Grease Truck Operator; Hydroblaster; Barrier Mover; Power Stone Spreader; Welding; Work Boat Under 26 ft.; Transfer Machine; Rigger Foreman.	42.54	26.80 + a
Group 9: Front End Loader (under 3 cubic yards); Skid Steer Loader regardless of attachments; (Bobcat or Similar); Forklift, Power Chipper; Landscape Equipment (including Hydroseeder); Vacuum Excavation Truck and Hydrovac Excavation Truck (27 HG pressure or greater).	42.04	26.80 + a
Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	39.7	26.80 + a

**As of:** November 29, 2022

Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	39.7	26.80 + a
Group 12: Wellpoint Operator.	39.63	26.80 + a
Group 13: Compressor Battery Operator.	38.97	26.80 + a
Group 14: Elevator Operator; Tow Motor Operator (solid tire no rough terrain).	37.66	26.80 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	37.2	26.80 + a
Group 16: Maintenance Engineer.	36.46	26.80 + a
Group 17: Portable Asphalt Plant Operator; Portable Crusher Plant Operator; Portable Concrete Plant Operator; Portable Grout Plant Operator; Portable Water Filtration Plant Operator.	41.39	26.80 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (Minimum for any job requiring a CDL license); Rigger; Signalman.	38.61	26.80 + a
-----PAINTERS (Including Drywall Finishing)-----		
10a) Brush and Roller	37.22	23.40
10b) Taping Only/Drywall Finishing	37.97	23.40
10c) Paperhanger and Red Label	37.72	23.40
10e) Blast and Spray	40.22	23.40
11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	47.03	34.05

**As of:** November 29, 2022

12) Well Digger, Pile Testing Machine	37.26	24.05 + a
Rofer: Cole Tar Pitch	43.0	21.80 + a
Rofer: Slate, Tile, Composition, Shingles, Singly Ply and Damp/Waterproofing	41.5	21.80 + a
15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	48.77	45.20
16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	47.03	34.05
-----TRUCK DRIVERS-----		
17a) 2 Axle, Helpers	31.16	28.78 + a
17b) 3 Axle, 2 Axle Ready Mix	31.27	28.78 + a
17c) 3 Axle Ready Mix	31.33	28.78 + a
17d) 4 Axle	31.39	28.78 + a
17e) 4 Axle Ready Mix	31.44	28.78 + a
17f) Heavy Duty Trailer (40 Tons and Over)	33.66	28.78 + a
17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	31.44	28.78 + a

**As of:** November 29, 2022

17h) Heavy Duty Trailer up to 40 tons	32.39	28.78 + a
17i) Snorkle Truck	31.54	28.78 + a
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	47.55	28.96 + a
19) Theatrical Stage Journeyman	25.76	7.34

*Welders: Rate for craft to which welding is incidental.*

*\*Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.*

*\*\*Note: Hazardous waste premium \$3.00 per hour over classified rate*

Crane with 150 ft. boom (including jib) - \$1.50 extra

Crane with 200 ft. boom (including jib) - \$2.50 extra

Crane with 250 ft. boom (including jib) - \$5.00 extra

Crane with 300 ft. boom (including jib) - \$7.00 extra

Crane with 400 ft. boom (including jib) - \$10.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

*The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.*

*Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.*

*It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.*

*The annual adjustments will be posted on the Department of Labor's Web page:*

*www.ct.gov/dol. For those without internet access, please contact the division listed below.*

*The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.*

*All subsequent annual adjustments will be posted on our Web Site for contractor access.*

*Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.*

*Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage*

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

**~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).**

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

**As of:** November 29, 2022

**As of:** November 29, 2022

## **NOTICE TO CONTRACTOR – FEDERAL WAGE DETERMINATIONS (Davis Bacon Act)**

The following Federal Wage Determinations are applicable to this Federal-Aid contract and are hereby incorporated by reference. During the bid advertisement period, it is the bidder's responsibility to obtain the latest Federal wage rates from SAM.gov (formerly the US Department of Labor website), as may be revised 10 days prior to bid opening. Any revisions posted 10 days prior to the bid opening shall be the wage determinations assigned to this contract.

<b>Check Applicable WD# (SPS Use Only)</b>	<b>WD#</b>	<b>Construction Type</b>	<b>County</b>
	CT1	Highway	Fairfield
	CT5	Heavy Dredging (Hopper Dredging)	Fairfield
	CT6	Heavy Dredging Statewide	Statewide
	CT13	Heavy	Fairfield
	CT20	Building	Fairfield
	CT7	Residential	Fairfield

The Federal wage rates (Davis-Bacon Act) applicable to this Contract shall be the Federal wage rates that are current on SAM.gov (<https://sam.gov/content/wage-determinations>) as may be revised 10 days prior to bid opening. The Department will no longer physically include revised Federal wage rates in the bid documents or as part of addenda documents. These applicable Federal wage rates will be incorporated in the final contract document executed by both parties.

If a conflict exists between the Federal and State wage rates, the higher rate shall govern. To obtain the latest Federal wage rates, go to SAM.gov (link above).