



SPECIFICATIONS FOR
MANCHESTER PUBLIC SCHOOLS
BID #018-004 Iling Middle School
Classroom Doors Locksets

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**LEGAL NOTICE
INVITATION TO BID
MANCHESTER PUBLIC SCHOOLS
TOWN OF MANCHESTER, CONNECTICUT**

Manchester Public Schools will receive sealed bids at the Office of the Director of Finance and Management, 45 North School Street, Manchester, Connecticut 06042 on the date and time listed below for the following:

BID #018-004 ILLING MIDDLE SCHOOL, CLASSROOM DOORS LOCKSETS

Bids will be accepted until Monday, April 23, 2018, at 1:00 p.m.

The right is reserved to reject any and all bids. Specifications and forms are available on our website www.mpspride.org.

Manchester Public Schools is an equal opportunity employer and requires affirmative action policy for all of its contractors and vendors as a condition of doing business with the school district, as per Federal Order 11246.

Karen L. Clancy
Director of Finance and Management
Manchester Public Schools

INSTRUCTIONS TO BIDDERS

1. The bid and any addenda will be issued on the Manchester Public Schools' website at www.mpspride.org/bid. It shall be the responsibility of the bidder to download this information. Manchester Public Schools (MPS) will not mail a separate hard copy of addendum to bidders. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents. No addendum shall be issued less than two calendar days before the due date unless it is to change the due date.
2. The attached bid is signed by the bidder with full knowledge of an agreement with the general specifications, conditions and requirements of this bid.
3. Submit two (2) originals of the bid in an envelope marked with the bidder's name and address on the upper left hand corner. Bids shall be made out in the exact form as described under Content and Organization of Bid of enclosed Invitation to Bid, on bidder's letterhead and shall be signed by an officer of the company or corporation. **Bids are to be plainly marked in the lower left hand corner with bid number, name of bid, opening date and time.**
4. Bids sent by mail or hand delivered should be addressed to the Director of Finance and Management, Manchester Public Schools, 45 North School Street, Manchester, CT 06042.
5. Bids received later than the date and time specified will not be considered. Amendments to or withdrawals of bids received later than the date and time set for bid opening will not be considered.
6. All bids shall be opened publicly and read aloud. Bidders may be present at the opening of bids. All bids shall be tabulated and copies of said tabulation shall be made available to bidders upon their request.
7. All deliveries of commodities shall comply with all applicable laws of the Federal Government and/or the State of Connecticut. Purchases made by MPS are exempt from the payment of Federal Excise Taxes and the State of Connecticut Sales Tax and such taxes must not be included in the bid prices. All prices are FOB to Manchester, CT.
8. MPS reserves the right to reject any and all bids, to waive technical defects and to make such awards including accepting a bid, although not the low bid, as it is deemed to be in the best interest of MPS.
9. MPS may withhold acceptance of work and payment when it is determined that said work or materials do not meet the specified requirements. Payment will not be made until work is to MPS official and/or authorized agent's satisfaction, and all work is certified.
10. MPS may make such investigation as deemed necessary to determine the ability of the bidder to discharge a contract. The bidder shall furnish MPS with all such information and data as may be required for this purpose. MPS reserves the right to reject any bid if the bidder fails to satisfactorily convince MPS that he/she is properly qualified by experience and/or does not have the facilities to carry out the work called for herein. Conditional bids will not be accepted.

11. Specifications cannot be modified by anyone other than the assigned agent for MPS.
12. Successful bidder shall, after being awarded the contract, and before doing any work, furnish Certificates of Insurance, including Automobile Property Damage Liability, Public Liability and Workers Compensation Insurance in the amounts shown in Insurance Requirements. The contractor shall carry insurance under which Manchester Public Schools and the Town of Manchester, CT, shall be named as an additional insured for the duration of this work. All Liability Insurance required herein shall be Comprehensive, General and Automobile Bodily Injury and Property Damage Policy or Policies. Certificate of Contractor Liability shall be filed with MPS before work is started and contain a ten (10) day written notice of cancellation clause.
13. The Contractor shall provide all administration, labor, materials, tools and equipment necessary to undertake and complete the work in a prompt and efficient manner. Equipment and tools owned by MPS shall not be available to the Contractor.
14. Payments for labor and material will only be made upon delivery.
15. The work included in these specifications covers all labor, material equipment, and services required to complete what is listed in the Invitation to Bid.
16. The contractor shall and does, as part of the contract, hereby guarantee all materials and workmanship to be of first quality and that the finished work will remain in satisfactory condition for a period of one (1) year from the date of final acceptance of work performed or as specified in the bid. The date of acceptance is considered to be the date of final payment for the work involved.
17. The contractor shall be required to submit the AFFIRMATIVE ACTION STATEMENT with their completed bid package. The successful contractor shall comply in all respects with the Equal Employment Opportunity Act. Findings of non-compliance with applicable State and Federal equal opportunity laws and regulations will be sufficient reason for revocation or cancellation of this contract.
18. The contractor shall be required to complete the CONTRACTOR INDEMNIFICATION with their completed bid package.
19. The contractor shall be required to complete the NON-COLLUSIVE PROPOSAL STATEMENT with their completed bid package.
20. **Hold Harmless:** The contractor/insured shall indemnify and hold harmless MPS and, if applicable, the engineer and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees of counsel selected by MPS, arising out of or resulting from the performance of the work and/or the supplying of materials, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from, and (b) is caused in whole or in part by any negligent act or omission of the contractor/insured, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not they are caused in part by a party indemnified hereunder.

21. **Contract Form:** If awarded, the contract shall take the form of an award letter or a confirming purchase order issued by Manchester Public Schools. All terms, conditions, instructions, addenda and appendices of this bid shall be incorporated in that letter or purchase order whether specifically referenced in the letter or purchase order or not.

CONTENT AND ORGANIZATION OF BID

The Invitation to Bid (Bid) is intended to provide interested bidders with information concerning the conditions and requirements for submitting bids. Bidders must examine all information and materials contained in this bid.

Failure to do so will be at the bidder's risk. In response to the bid, bidders shall adhere to the established format. By doing so, comparable objective data will be provided for Manchester Public Schools' (MPS) review and analysis. The bid shall contain the following sections, in order and format described.

A. Submittal Documents

Vendors shall submit completed documents defined in the Instructions to Bidder, including but not limited to, Affirmative Action Statement, Non-Collusive Statement, Contractor Indemnification, and Contractor Information.

B. Price Bid

Vendors shall submit a price bid which indicates their full cost to provide the scope of services outlined. All costs associated with the performance of these services must be clearly delineated.

INSURANCE REQUIREMENTS

- A. To the extent applicable, the amounts and types of insurance will conform to the minimum terms, conditions and coverage of Insurance Services Office (ISO) policies, forms and endorsements.
- B. If the Contractor/Insured has self-insured retentions or deductibles under any of the following minimum required coverage, the Contractor/Insured must identify on the certificate of insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be the Contractor/Insured's sole responsibility.
- C. **Commercial General Liability:** The Contractor/Insured will maintain commercial general liability insurance covering all operations by or on behalf of the Contractor/Insured on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Such insurance will have these minimum limits:

Minimum Limits: \$1,000,000 each occurrence
 \$2,000,000 each occurrence if blasting is required
 \$2,000,000 general aggregate with dedicated limits per
 Project site
 \$2,000,000 products and completed operations aggregate
 \$1,000,000 personal and advertising injury.

Should blasting be required, all necessary permits for the use of explosives shall be obtained by the contractor/insured or insured from the Fire Marshal.

- D. **Automobile Liability:** The Contractor/Insured will maintain business auto liability coverage for liability arising out of any auto, including owned, hired, and non-owned autos.

Minimum Limits: \$1,000,000 combined single limit each accident

- E. **Worker's Compensation:** The contractor/insured will maintain workers' compensation and employer's liability insurance.

Minimum Limits: Worker's compensation: statutory limit
 Employer's Liability: \$1,000,000 bodily injury or each accident
 \$1,000,000 bodily injury by disease for each employee
 \$1,000,000 bodily injury disease aggregate

- F. **Umbrella/Excess Liability:** The contractor/insured will maintain umbrella/excess liability insurance on an occurrence basis of the underlying commercial general liability, auto liability and workers' compensation insurance. The coverage shall be at least as broad as each of the underlying policies. The amounts of insurance required may be satisfied by purchased coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limit specified for general liability, auto liability and workers' compensation when added to the limit specified in this section.

Minimum Limits: \$5,000,000 combined single limit and aggregate limit.

MANCHESTER PUBLIC SCHOOLS
45 North School Street
Manchester, CT 06042

TO: All Vendors

FROM: Karen L. Clancy
Director of Finance and Management

SUBJECT: **AFFIRMATIVE ACTION**

Manchester Public Schools is an Equal Opportunity Employer, and will not transact business with firms which are not in compliance with all Federal and State Statutes and Executive Orders pertaining to non-discrimination.

In order to have your firm listed on our acceptable vendor's list and thereby be eligible for consideration as a source for goods and services, please complete and return the following Statement of Policy to:

Karen L. Clancy
Director of Finance and Management

STATEMENT OF POLICY

It is the employment policy of _____
that there shall be no discrimination against anyone on the grounds of race, creed, national origin, sex or age in the hiring, upgrading, demotions, recruitment, termination and selections for training.

In addition, this firm is in full compliance with the letter and intent of the various Equal Opportunity and Civil Rights Statutes noted above.

Date

Signed (Name/Title of Company Officer)

Telephone

Street Address

Fax

City/State/Zip Code

CONTRACTOR INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall, defend, indemnify and hold harmless the School District and its respective officers, employees and agents from any and all loss, liability, damage, penalty, expense or fee, including attorneys' fees, or other costs or obligations arising from or relating to (i) the Contractor's breach of this Contract; (ii) any negligence or willful misconduct of the Contractor and its officers, employees, and agents; or (iii) any other action or event arising out of or in any way connected with this Contract. The Contractor agrees that the School District shall have the right to participate in the defense of any such claim through counsel of its choosing. This indemnity shall not be affected by other portions of this Contract.

The existence of insurance shall in no way limit the scope of this indemnification. The Contractor further undertakes to reimburse MPS for damage to property of MPS caused by the Contractor, or its employees, agents, subcontractors or delivery persons, or by faulty, defective or unsuitable material or equipment used by him/her or them.

STATE OF CONNECTICUT:

COUNTY OF: _____ Signed _____
Contractor

By _____
Name

Street

City/State/Zip Code

Date

Subscribed and Sworn to before me on this
_____ day of _____ 20____

Notary Public

MANCHESTER PUBLIC SCHOOLS
45 North School Street
Manchester, CT 06042

TO: All Vendors

FROM: Karen L. Clancy
Director of Finance and Management

SUBJECT: **NON-COLLUSIVE STATEMENT**

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

1. The bid has been arrived at by the vendor 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 vendor or its employees or agents to any person not an employee or agent of the proposer 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 vendor further certifies that this statement is executed for the purposes of inducing Manchester Public Schools to consider the vendor and make an award in accordance therewith.

Legal Name of Vendor

Business Address

Name and Title of Authorized Signor

Signature

Date

Telephone

Fax

email Address

MANCHESTER PUBLIC SCHOOLS
45 North School Street
Manchester, CT 06042

CONTRACTOR INFORMATION

The bidder is a/an (individual) (partnership) (corporation). Names and titles of other offices or partners are:

(for corporation, give State of incorporation and affix corporate seal)

I understand that full payment will be made by Manchester Public Schools after completion of the project and acceptance by Manchester Public Schools’ representative.

Signature	Date	
Name (Printed)		

**MANCHESTER PUBLIC SCHOOLS
45 North School Street
Manchester, CT 06042**

SPECIFICATIONS FOR BID

**PURCHASE OF DOOR HARDWARE
Sargent Security Classroom Locksets**

The Manchester Public Schools wishes to purchase the following products manufactured by Sargent. Alternate products / manufacturers will not be considered:

<u>Quantity</u>	<u>Item x Function x Finish</u>
21	LC 8204 X WTL X 626
2	LC 8217 X WTL X 626
15	LC 8237 X WTL X 626
91	LC 8238 X WTL X 626
3	LC 8265 X WTL X 626
4	LC 10 G 38

Delivery shall be completed within 45 calendar days following the issuance of the purchase order.

All items shall be delivered complete, in a single delivery to:

Manchester Public Schools
Buildings and Grounds Department
325 Olcott Street
Manchester, Connecticut 06040

This delivery shall be INSIDE DELIVERY ONLY!

Partial, incomplete, or outside deliveries will not be accepted.

Delivery shall be made only during the hours of 8:00 am to 2:30 pm, Monday thru Friday, excluding Federal Holidays.

Items are to be new, unused, and received in their original unopened factory container.

If delivery is made by common carrier, the Bidder accepts all responsibility for deliveries refused for damage, missing cartons, or otherwise unacceptable conditions.

**MANCHESTER PUBLIC SCHOOLS
45 North School Street
Manchester, Connecticut 06042**

BID SHEET

**PURCHASE OF DOOR HARDWARE
Sargent Security Classroom Intruder Locksets**

I/We, the undersigned, hereby agree to furnish and deliver the requested services at the prices named herein, subject to and in accordance with the Cost Proposal, and Specifications, all of which are made a part of this BID.

Pricing submitted shall reflect net pricing. Any payment for travel time, mileage to and from any jobsite, and/or miscellaneous expenses will not be allowed. This bid shall remain valid for a period of 90 days after bid opening.

<u>Quantity</u>	<u>Item</u>
21	LC 8204 X WTL X 626
2	LC 8217 X WTL X 626
15	LC 8237 X WTL X 626
91	LC 8238 X WTL X 626
3	LC 8265 X WTL X 626
4	LC 10 G 38

TOTAL BID (delivered) \$_____

BIDDER INFORMATION

BIDDER: _____
(Print Business, Partnership or Corporate Name)

ADDRESS: _____

SIGNED BY: _____ TITLE: _____
 (Authorized Signature)

NAME (print) _____ DATE: _____

TELEPHONE: _____ FAX: _____

FEDERAL TAX IDENTIFICATION NUMBER (FEIN): _____

E-MAIL: _____