



Jeffrey Wihbey
Superintendent of Schools

Benjamin P. Whittaker
Director-Finance & Operations

Request For Proposals #24-1112

Term Contract for Painting Services

Regional School District #17 (RSD17) seeks to enter into a multi-year indefinite quantity contract with qualified Commercial Painting Contractors to provide a variety of painting and finishing tasks on an as-needed/project by project basis.

Address Proposals as follows:

Regional School District #17, Finance and Operations
Rob Albert- Facilities Manager
57 Little City Road
Higganum, CT 06441

Proposals must be plainly marked in the lower left-hand corner of the envelope as follows:

PROPOSAL NUMBER: 24-1112
PROPOSAL NAME: Term Contract for Painting Services
OPENING DATE: Thursday, February 15, 2024
OPENING TIME: 12:00 PM

Questions related to this RFP must be submitted via e-mail to ralbert@rsd17.org no later than **4:00 PM on Monday, February 5, 2024.** All questions and the responses thereto will be published on the RSD17 website and State of CT/DAS by **Friday, February 9, 2024.**

Any addendums, if necessary, will be published on the RSD17 website, under the "District" tab, then Bids/Requests for Proposals, and State of CT/DAS site by **Friday, February 9, 2024.**

Proposals must be received in hard-copy format by the RSD17 Central Office, 57 Little City Road, Higganum, CT 06441 no later than **12:00 PM on Thursday, February 15, 2024.** Proposals will be opened in the main office/reception area and names of respondents will be publicly read aloud at that time. ***If attending, access to the building via the front door will only be granted from 11:45 AM through 12:00 PM sharp.***



REQUEST FOR PROPOSALS INSTRUCTIONS AND REQUIREMENTS

These instructions and requirements are standard for all Request for Proposals (RFP) issued by Regional School District #17 (RSD17). RSD17 may delete, supersede or modify any of these standard instructions for a particular Request for Proposals. The Request for Proposals package will describe additional or modified instructions if needed. "Respondent" is used in this document to describe any company or individual providing a proposal in response to this RFP.

1. Proposals must be signed by an authorized representative of the respondent with the authority to bind the respondent to the terms of the proposals and with the acknowledgment that the proposal is made with full knowledge of and agreement with the general specifications, conditions and requirements of this Request for Proposals.
2. Submit Proposal package in a sealed envelope marked with the respondent's name and address in the upper left-hand corner. Proposal number, name, opening date and opening time must be marked in the lower left-hand corner.
3. Proposals received later than date and time specified will not be considered. Amendments to, or withdrawals of, Proposals received later than the date and time set for Proposal opening will not be considered.
4. After the opening of the Proposal, no Proposal can be withdrawn for a period of ninety (90) days.
5. The right is reserved to purchase either by option or the total of options indicated, split awards and act as it seems in the best interest of RSD17.
6. It is the respondent's responsibility to check the RSD17 website AND the State DAS website for changes to the Request for Proposals prior to the Proposal opening. The respondent will be held to the Proposal as submitted, the terms and conditions in the Request for Proposal Package, inclusive of all addenda.
7. RSD17 does not illegally discriminate on the basis of sex, sexual orientation, race, religion, national origin, color, creed, ancestry, age, gender (including pregnancy, childbirth and related medical conditions), gender identity or gender expression (including transgender status), marital status, familial status, military service and veteran status, physical or mental disability, protected medical condition as defined by applicable state or local law, genetic information, or any other characteristic protected by applicable federal, state, or local laws and ordinances.
8. RSD17 reserves the right to waive any formalities in Proposals received; to reject any and all Proposals, to waive technical defects and to make such award, including

accepting a Proposal, although not necessarily the lowest cost Proposal, as it deems to be in the best interest of RSD17.

9. RSD17 may withhold acceptances of work and payment thereof when it is determined that said work or materials do not meet the specified requirements. Payment will not be made until corrections are made which are acceptable to the RSD17 officials and/or their authorized agents.
10. RSD17 may make such investigation as deemed necessary to determine the ability of the respondent to fully perform all contractual duties. The respondent shall furnish RSD17 with all such information and data including references of similar projects conducted for other school systems as may be required for that purpose. RSD17 reserves the right to reject any Proposal if the respondent fails to satisfactorily convince the RSD17 that he/she is properly qualified by experience and has the facilities to carry out the obligations of the contract or request for Proposal Requirements. Conditional proposals will not be accepted.
11. Specifications cannot be relieved by anyone other than an assigned agent for RSD17. All changes must be in writing, signed by agent.
12. The successful respondent will be required to provide proof of insurance as outlined in the "Indemnification and Insurance Requirements for Construction, Professional, or Labor Services" form included with the Request for Proposals and submit a signed and notarized copy of the Indemnification section on of the form. No modifications may be made to the Indemnification form.
13. All prices must be F.O.B. delivered unless otherwise specified.
14. RSD17 will not award any work to any company or individual who owes delinquent tax to the Towns of Haddam or Killingworth. Respondents certify by virtue of their signature on the Pricing sheet that neither the respondent nor any business or corporation which the respondent owns an interest in is delinquent in tax obligations to the Town. Verification will be made prior to award.
15. If this RFP is for on-call services or solicits pricing for multiple years, the terms of this RFP or any resultant award or contract shall apply for at least three (3) full fiscal years (7/1 to 6/30) unless otherwise specified in this RFP. If mutually agreed between RSD17 and the respondent, the term may be extended under the same terms and conditions for two (2) additional twelve-month periods.
16. Any contract or agreement entered into as a result of this RFP process that spans multiple fiscal years shall contain the following "funding out" or "non-appropriation" clause:
Regional School District #17 (RSD17) reserves the right to terminate this agreement/contract, without penalty, at the end of each fiscal year in the event a funding source relied upon to pay the cost of the agreement/contract does not contain an allocation for the services and/or products contained in this agreement/contract. RSD17 will provide notice of termination at least sixty (60) days prior to the end of the fiscal year.



INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR CONSTRUCTION, PROFESSIONAL OR LABOR SERVICES

A. INDEMNIFICATION

BIDDERS AND PROPOSERS ARE REQUIRED TO AGREE TO THE FOLLOWING INDEMNIFICATION LANGUAGE BY NOTARIZING BELOW

To the fullest extent permitted by law, THE AWARDED BIDDER/PROPOSER agrees on behalf of itself and its successors and assigns, covenants and agrees at its sole cost and expense, to protect, defend, indemnify, release and hold Regional School District #17, Town of Haddam, Town of Killingworth, its agents, servants, officials, employees, volunteers and members of its boards and commissions (Collectively the "RSD17"), harmless from and against any and all Losses (defined below) imposed upon or incurred by or asserted against RSD17 by reason of bodily injury, personal injury, death, or property damage of whatsoever kind or nature, to any individuals or parties (including, but not limited to RSD17, the Awarded Bidder/Proposer, or any other third party) arising out of or resulting from, or alleged to arise out of or arise from Awarded Bidder's/Proposer's performance of its work under the contract, but only to the extent such Losses are attributable to the negligent or intentional act, error or omission of the Awarded Bidder/Proposer or any person or organization employed or engaged by Awarded Bidder/Proposer to perform all or any part of the contract. The term "Losses" includes any losses, damages, costs, fees, expenses, claims, suits, judgments, awards, liabilities (including, but not limited to, strict liabilities), obligations, debts, fines, penalties, charges, amounts paid in settlement, foreseeable and unforeseeable consequential damages, litigation costs, attorneys' fees, expert's fees, and investigation costs, of whatever kind or nature, and whether or not incurred in connection with any judicial or administrative proceedings, actions, claims, suits, judgments or awards.

Upon written request by RSD17, the Awarded Bidder/Proposer shall defend and provide legal representation to RSD17 with respect to any of the matters referenced above. Notwithstanding the foregoing, RSD17 may, in its sole and absolute discretion, engage its own attorneys and other professionals to defend or assist it with respect to such matters and, at the option of RSD17, its attorneys shall control the resolution of such matters. Upon demand, the Awarded Bidder/Proposer shall pay or, in the sole and absolute discretion of the RSD17, reimburse, the RSD17 for the payment of reasonable fees and disbursements of attorneys and other professionals in connection with this contract.

RSD17 WILL NOT AGREE TO INDEMNIFY THE AWARDED BIDDER/PROPOSER; SUBCONTRACTOR(S); OR INDEPENDENT CONTRACTOR(S)

STATE OF CONNECTICUT
COUNTY OF:

Signature _____
Name: _____
Company Name: _____
Address: _____
Date: _____

SEAL HERE:

Subscribes and Sworn to before me on this _____ day of _____, 20__

Notary Pubic _____

Regional School District #17

INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR
CONSTRUCTION, PROFESSIONAL OR LABOR SERVICES
(cont'd)

B. INSURANCE

NOTE: CERTIFICATE OF INSURANCE WILL BE REQUIRED UPON AWARD AND PRIOR TO START OF WORK OR ISSUANCE OF PURCHASE ORDER

1. GENERAL REQUIREMENTS

The AWARDED BIDDER/PROPOSER shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds and adequate amounts to secure all of the AWARDED BIDDER/PROPOSER'S obligations under this contract with an insurance company(ies) with an AM Best Rating of A-VII or better licensed to write such insurance in the State of Connecticut and acceptable to Regional School District #17 (RSD17) Additional Insured: Regional School District #17, the Town of Haddam and the Town of Killingworth, its officials, employees, volunteers, boards and commissions must be included as an Additional Insured on the AWARDED BIDDER/PROPOSER'S Insurance Policies (except Workers' Compensation and Professional Errors & Omissions). Evidence of this must be provided upon inception of this contract and upon renewal of insurance by the AWARDED BIDDER/PROPOSER to the Board and Town of East Hartford in the form of language on a Certificate of Insurance as well as a policy endorsement.

The AWARDED BIDDER/PROPOSER shall provide RSD17 with a Certificate(s) of Insurance signed by an authorized representative of the insurance company(ies) prior to the performance of this contract describing the coverage and providing that the insurer shall give RSD17 written notice at least thirty (30) days in advance of any termination, expiration, or any and all changes in coverage. Such insurance or renewals or replacements thereof shall remain in force during the AWARDED BIDDER/PROPOSER'S responsibility under this contract. Failure to provide or maintain any of the insurance coverage required herein shall constitute a breach of the Contract.

2. SPECIFIC REQUIREMENTS:

a) Commercial General Liability Insurance

The AWARDED BIDDER/PROPOSER shall carry Commercial General Liability Insurance (broad form coverage) insuring against claims for bodily injury, property damage, personal injury and advertising injury that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) form for Commercial General (CG 0001 04/2013). By its terms or appropriate endorsements such insurance shall include the following coverage, to wit: Bodily Injury, Property Damage, Fire Legal Liability (not less than the replacement value of the portion of the premises occupied), Personal & Advertising Injury, Blanket Contractual, Independent Contractor's, Premises Operations, Products and Completed Operations (for a minimum of two (2) years following Final Completion of the Project). Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

Type of Coverage:	Occurrence Basis
Minimum Amount of Coverage:	\$1,000,000 per occurrence
	\$2,000,000 aggregate
Policy Period:	Annual Policy

Regional School District #17

INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR
CONSTRUCTION, PROFESSIONAL OR LABOR SERVICES
(cont'd)

b) Workers' Compensation and Employer's Liability Insurance

The AWARDED BIDDER/PROPOSER shall provide Statutory Workers' Compensation Insurance as required by the State of Connecticut, including Employer's Liability.

Amount of Coverage: Coverage A:	Statutory
Coverage B (Employer Liability):	\$500,000 Each Accident
	\$500,000 Disease, Policy Limit
	\$500,000 Disease, Each Employee

c) Commercial Automobile Liability Insurance

The AWARDED BIDDER/PROPOSER shall carry Commercial Automobile Liability Insurance insuring against claims for bodily injury and property damage and covering the ownership, maintenance or use of any auto or all owned/leased and non-owned and hired vehicles used in the performance of the Work, both on and off the Project Site, including loading and unloading. The coverage should be provided by Insurance Services Office form for Commercial Auto Coverage (CA CA0001 10/2013) or equivalent. "Auto" (symbol 1 or equivalent) is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

Type of Coverage:	Occurrence Basis
Minimum Amount of Coverage:	\$1,000,000 combined single limit
Policy Period:	Annual Policy

d) Umbrella Liability Insurance

The AWARDED BIDDER/Proposer shall carry an umbrella liability insurance policy of **\$5,000,000**.

3. PROFESSIONAL SERVICE CONTRACTOR REQUIRMENTS

(e.g., Architects, Engineers, et al.)

The AWARDED BIDDER/PROPOSER shall carry Errors & Omissions coverage in the **minimum** amount \$1,000,000 per claim/\$1,000,000 annual aggregate for all professional services contracts. If the insurance coverage is written on a Claims-Made basis, an extended reporting period of at least 3 years after substantial completion of the project is required. Increased coverage limits may be required based on the scope, price and duration of the work to be performed. Regional School District #17 will inform the **AWARDED BIDDER/PROPOSER** as to the required limits for this insurance as soon as practicable, and has sole discretion of the limits to be required.

Regional School District #17

INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR
CONSTRUCTION, PROFESSIONAL OR LABOR SERVICES
(cont'd)

4. SUBCONTRACTOR REQUIREMENTS:

The AWARDED BIDDER/PROPOSER shall require all subcontractors and independent contractors to carry the coverages set forth in section B. INSURANCE and will obtain appropriate Certificates of Insurance before the subcontractors and independent contractors are permitted to begin work.

The AWARDED BIDDER/PROPOSER shall require that Regional School District #17, the Town of Haddam, and the Town of Killingworth, its officials, employees, volunteers, boards and commissions be included as an Additional Insured on all subcontractors and independent contractors' insurance (except Workers' Compensation and Professional Errors & Omissions) before permitted to begin work.

The AWARDED BIDDER/PROPOSER and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against Regional School District #17, the Town of Haddam, and the Town of Killingworth, and its officers, agents, servants and employees for losses arising from work performed by each on this contract.

REGIONAL SCHOOL DISTRICT #17 RESERVES THE RIGHT TO AMEND THE AMOUNTS OF COVERAGE REQUIRED AND TYPE OF COVERAGE PROVIDED BASED ON THE FINAL AGREED UPON SCOPE OF SERVICES



AFFIRMATIVE ACTION / EQUAL OPPORTUNITY POLICY STATEMENT

Regional School District #17 is an Equal Opportunity Employer and will not transact business with firms that are not in compliance with all Federal and State Statutes and Executive Orders pertaining to non-discrimination.

This form is required to be filled in (enter company name above lines below), signed and returned with any Invitation to Bid, Request for Proposal, or other public solicitation document in order to transact any business with Regional School District #17 .

_____ will not make employment decisions (including decisions related to hiring, assignment, compensation, promotion, demotion, disciplinary action and termination) on the basis of race, color, religion, age, sex, marital status, sexual orientation, national origin, alienage, ancestry, disability (including pregnancy), genetic information, veteran status or gender identity or expression, except in the case of a bona fide occupational qualification.

It is the policy of _____ that any form of discrimination or harassment on the basis of race, religion, color, national origin, alienage, sex, sexual orientation, marital status, age, disability (including pregnancy), genetic information, veteran status or gender identity or expression, or any other basis prohibited by state or federal law is prohibited.

_____ will also take affirmative action as called for by applicable laws and Executive Orders to ensure that minority group individuals, females, disabled veterans, recently separated veterans, other protected veterans, Armed Forces service medal veterans, and qualified disabled persons are introduced into our workforce and considered for promotional opportunities.

_____ will remain in full compliance with the above while under contract with or performing work for Regional School District #17 .

Signed

Name/Title of Company Officer

Date

Business Address

Phone



Finance and Operations

Request For Proposals #24-1112

Term Contract for Painting Services

Background

Regional School District #17 (RSD17) seeks to enter into a multi-year indefinite quantity contract with qualified Commercial Painting Contractors to provide a variety of painting and finishing tasks on an as-needed/project by project basis.

Work will be performed on high-profile properties. Contractors must be able to perform their services in a neat, clean, safe and professional manner. High quality and attention to detail are required, and contractors must be able to provide “turn-key” solutions in all areas outlined below.

Questions related to this RFP must be submitted via e-mail to ralbert@rsd17.org no later than **4:00 PM on Monday, February 5, 2024**. All questions and the responses thereto will be published on the RSD17 website and State of CT/DAS by **Friday, February 9, 2024**.

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Required Services / Scope of Work

Contractors must be capable of and experienced in performing the following services:

- All general painting tasks including: interior/exterior surface preparation, priming/sealing, and topcoat application of oil, latex, epoxy, and urethane-based finishes in a COMMERCIAL building.
- Providing the proper materials and techniques to prepare and coat a wide variety of surfaces such as brick, block, concrete floors, drywall, metal, and other substrates.
- Application of product by brush, roller or airless sprayer depending on circumstances and the preference of EHPS.
- Accurate color matching of existing finishes.
- Lead paint abatement- must be well-versed and EPA Lead Safe Certified (RRP Rule) in lead abatement techniques and laws/regulations regarding lead paint.
- Interior and exterior “high work,” requiring use of lifts or scaffolding to be provided by contractor.
- Working in occupied facilities utilizing adequate work area protection and being cognizant of ventilation requirements.
- Available to work off-hours including nights, weekends, and holidays.

Proposals

Respondents must provide the following in their response to this RFP:

1. General information and company history
2. Explanation of the company’s approach to working in education or other professionally occupied facilities.
3. Description of (3) commercial painting projects completed in similar facilities within the last (2) years.
4. Completed “Project References” Form
5. Pricing submitted using “Appendix A- Pricing”
6. Completed required submittal forms as outlined in this Request for Proposals

Other Considerations

- Contractor must maintain a principal place of business within 60 miles of the RSD17 Central Office at 57 Little City Road, Higganum, CT 06441.
- Contractors must have at least (7) years of experience in the Commercial painting field.
- Contractor must possess and maintain EPA Lead Safe certification and a “certified renovator” must be on all job sites. All employees must be certified or trained by the “certified renovator” on lead safe practices.
- Contractor must provide all tools, materials and equipment required to complete all tasks, unless certain materials are agreed to be provided by RSD17.
- All work is to be performed personnel directly employed by the contractor, except in the case where a specialty contractor (i.e. floor finish installed) will be utilized as a sub-contractor. Circumstances where a sub-contractor will be involved must be approved in advance by RSD17.
- Work authorized under any contract executed as a result of this RFP is not expected to reach the thresholds requiring prevailing wages. If a project does require prevailing wages, contractor will have the opportunity to adjust labor rates accordingly.

- Bonding requirements will be on a project-by-project basis at the discretion of RSD17.
- Labor rates for “Standard time,” is defined as 7AM-5PM, Monday through Friday. “Premium time” includes ALL other times.
- “Materials” do not include shop supplies, tools, small equipment, and small items to support the task being performed. Contractor is responsible for providing these supplies at no additional cost.
- Firms must be licensed in the State of Connecticut to provide all services listed in the “Required Services/Scope of Work” section.
- The current RSD17 Portfolio consists of (4) school campuses totaling 610,096 square feet: HK High School, HK Intermediate/Middle School, Burr Elementary School, and Killingworth Elementary School, and the district has approximately 350 employees.
- Resultant contract is expected to be for (3) full fiscal years (7/1/2024-6/30/27) with the option of (2) one-year renewals.
- RSD17 is exempt from Connecticut Sales Tax. Do not include sales tax in any pricing submitted.

Selection Process

Contractor(s) will be selected based on overall quality of the Contractor’s RFP response, relevance of experience, strength of references, and pricing. The RSD17 may select contractors to attend in-person interviews to determine the best fit between the contractor and the needs of RSD17.

RSD17 reserves the right to negotiate with and enter into contracts with multiple contractors selected through this RFP process.

REFERENCES

In the interest of securing competent vendors, RSD17 requires that references are provided with your Proposal. Failure to provide this information may disqualify your firm from consideration

Please provide three references for school districts or professional commercial customers within the state of Connecticut of a similar size to RSD17 to whom your firm **currently** provides painting services.

Customer #1

Company Name: _____
Customer Contact Name/Phone Number/E-Mail: _____
Service Term: _____

Description of Services / Brief History of Business Relationship:

Customer #2

Company Name: _____
Customer Contact Name/Phone Number/E-Mail: _____
Service Term: _____

Description of Services / Brief History of Business Relationship:

Customer #3

District Name: _____
Company Contact Name/Phone Number/E-Mail: _____
Service Term: _____

Description of Services / Brief History of Business Relationship:

Appendix A- Pricing

**Request for Proposals #24-1112
Term Contract for Painting Services**

1. Labor Rates

a. Painter- Standard Time (per hour) \$ _____

b. Painter- Premium Time (per hour) \$ _____

Note: Labor will be paid for on-site time only rounded to the next ½ hour

2. Markup on Materials = _____%

3. Rental Equipment Markup = _____ %

4. Markup on Sub-contractors = _____%

SUBMITTED BY:

Vendor Contact Person

Written signature Title

Address

Telephone#

Email Date

Tax Collector verification: _____

No delinquent taxes owed by the awarded bidder to the Towns of Haddam or Killingworth

Appendix B

NON-COLLUSION/NON-CONFLICT AFFIDAVIT OF RESPONDENTS

**Request for Proposals # 24-1112
Term Contract for Painting Services**

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

The Request for Proposal has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other proposer designed to limit independent responses or competition, and no Board of Education member nor any Regional School District #17 employee or person whose salary is payable in whole or in part from the Regional School District #17, nor an immediate family member thereof, is directly or indirectly interested in the Request for Proposal, or in the services, supplies, materials, equipment, work, or labor to which it relates, or in any profits thereof.

State of Connecticut S.S.

County of _____

Subscribed and sworn before me this ____ day of _____, 20____

Legal Name of Respondent: _____

Business Name: _____

Business Address: _____

Signature and Title of Person

Notary Public

My Commission Expires _____
Date