

Request for Proposals

Bolton Center School

Fire Curtain Replacement

March 15, 2023

BID#: 2223-01 BCS Stage - Fire Curtain Replacement

District Contact:

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REQUEST FOR PROPOSALS - BOLTON CENTER SCHOOL, FIRE CURTAIN REPLACEMENT

1.0 INVITATION TO BID

Bolton Board of Education, hereinafter referred to as “District” is requesting proposals from qualified contractors to provide and replace the fire curtains at the Bolton Center School stage (the “Project”).

This Invitation to Bid, Instructions to Bidders, and other Bidding Documents (as defined in the Instruction to Bidders) are available for viewing and downloading on the District’s website at <https://www.boltonpublicschools.com/> Central Office and may be examined at the Bolton Board of Education, 72 Brandy Street, Bolton, Connecticut by contacting Amy Lundberg at 860-643-1569.

The District reserves the right to amend or withdraw this Invitation to Bid for any reason, to accept or reject any or all Bids, to waive any informalities or non-material deficiencies in any Bid, and to make such award (or make no award) of a contract in connection with this Invitation to Bid all as determined by the District, in its discretion, to be in the best interest of the District. A Bid may be rejected for irregularities of any kind, including without limitation, alteration of form, additions not called for, conditional proposals, and incomplete Bids. A Bid may also be rejected if, in the opinion of the District, the Bid does not meet the standard of quality established by the Bidding Documents. Any or all Bids may be rejected if there is any reason to believe that collusion exists among two or more Bidders. The foregoing provisions are for illustrative purposes and shall in no way limit the right of the District to reject any and all Bids, in whole or in part.

1.1 BID /SUBMISSION

The District will accept sealed responses (“Bids”) to this Request for Proposals (RFP) for the Project, which comply with the Invitation to Bid, Bidder Instructions, General Instructions, Scope of Work, Timeline Requirements, and Awarded Contract Provisions, and set forth below and submitted to the District at the following address:

Bolton Board of Education
BID#2223-01 BCS Stage - Fire Curtain Replacement
72 Brandy Street
Bolton, CT 06043
Bidder’s Name: _____

Bids received after the Submission Deadline will be returned unopened to the submitting Bidder. Bidders are permitted to attend the Bid opening.

1.2 MANDATORY PROJECT WALKTHROUGH

All Bidders **are required to attend a mandatory walkthrough meeting.** The walkthrough meeting will begin promptly at **10:00 AM on March 22, 2023** Bolton Center School (Main Entrance), 108 Notch Road, Bolton, CT 06043.

Bidders will be required to **perform their own measurements** at the walkthrough. All questions will be answered at the walkthrough meeting.

2.0 INSTRUCTIONS TO BIDDERS

All Bid responses to this RFP must be submitted in triplicate in a sealed opaque envelope labeled as follows: BCS – Fire Curtain Replacement Bid and received by **1:00 PM on April 6, 2023** at Bolton Board of Education, 72 Brandy Street, Bolton, CT 06043.

2.0.1 Bid responses to this RFP shall be hand delivered or mailed. No oral, telephonic, telegraphic, e-mail or facsimile Bids will be considered.

2.0.2 No Bids will be accepted or considered after **1:00 PM on April 6, 2023**.

- 2.0.3 The Bidder shall be responsible for the timely delivery of the Bid; the District shall not be liable to any Bidder for any delivery or postal delays and postmarking to the bid opening date will not substitute for actual receipt of the Bid.

1.1 REQUESTS FOR INFORMATION/CLARIFICATION

- 2.1.1 Any ambiguities or inconsistencies in the Bidding Documents of which a Bidder becomes aware and all requests for clarification and interpretation of Bidding Documents shall be emailed to the Facilities Director no later than **March 29, 2023 at 10:00 AM** at jbutrymovich@boltonct.org.
- 2.1.2 No interpretation of any part of the Bidding Documents shall be provided to a Bidder verbally and only written interpretations posted on the State Contracting Portal and the district website will be binding upon the District. All responses to requests for clarification or interpretation and all addenda and amendments to the Bidding Documents will be posted on the State Contracting Portal and the District's website.

2.2 BID OPENING

- 2.2.1 All timely submitted Bids received by the District will be publicly opened at the Bolton Board of Education Conference Room at 72 Brandy Street, Bolton, CT 06043 at **1:30 PM on April 6, 2023**.
- 2.2.2 If the District is closed due to unforeseen circumstances on the bid opening date, Bids will be due at the same time on the next day that the District is open.

2.3 GENERAL REQUIREMENTS

- 2.3.1 Neither the District nor its representatives shall be responsible for expenses incurred by Bidders in the preparation or subsequent presentation of the Bid responses.
- 2.3.2 This RFP for Fire Curtain Replacement is not an offer to enter into a contract, but rather a solicitation for Bids. The District is under no obligation to award a contract in connection with this RFP.

2.4 BID REQUIREMENTS

The Bid shall include the full legal name of the Bidder, its business address, email address, telephone number, and a statement identifying the Bidder as a sole proprietorship, partnership, limited liability company, corporation, or other legal entity. A proprietorship shall state the full name of the proprietor, a partnership shall state the full names of the general partners, and a corporation or limited liability company shall identify the state in which it is incorporated/organized. Each copy of the Bid submission shall be signed by the person or persons legally authorized to bind the Bidder to a contract if awarded in connection with this RFP.

- 2.4.1 The Bidder shall complete and submit, as part of the Bid submission, a Bid Certification Form, Appendix A, completed in long hand, in ink, and by an authorized representative.
- 2.4.2 The Bidder shall complete and submit, as part of the Bid submission, a Bid Form, Appendix D, summarizing the details of the Bid and the number of containments Bidder proposes to use in connection with the Project.
- 2.4.3 The Bid submission shall include a list of at least three (3) references, including contact name, email address and telephone number, one (1) of which must be a school (preferably a public school), for similar work performed within the past three (3) years. Appendix E.
- 2.4.4 The Bid submission shall include the Bidder's proposed project implementation schedule, including the timeline for completing the work, the proposed staffing, number of containments, and, if the Bidder intends on using subcontractors, the proposed subcontractors, as described in more detail in Section 6.1.4.

- 2.4.5 The Bid submission shall include a copy of the form of a certificate of insurance, demonstrating that the Bidder has the insurance coverage required by Section 6.1.12 of this RFP.
- 2.4.6 The Bidder shall complete and submit, along with the Bid submission, completed forms in, Appendix C (Non-Collusion Statement) and D (Bid Form), completed in long hand, in ink, and by an authorized representative.

2.5 DEFINITIONS

The foregoing definitions are made available and are applicable for the purpose of this RFP only.

- 2.5.1 Bolton Board of Education – District.
- 2.5.2 Bidder(s) – Business Entities and/or Person(s) submitting the Bid.
- 2.5.3 Bid(s) – The Documents required to be submitted in response to this RFP.
- 2.5.4 Base Bid – The total sum stated in the Bid Form for which the Bidder offers to perform the Scope of Work.
- 2.5.5 Contract – The contract to be executed by the successful bidder in substantially the form attached hereto as Exhibit A as modified to incorporate appropriate terms and conditions as determined by the District.
- 2.5.6 Scope of Work – The scope of work described in this Request for Proposals and the Project Specification and Work Plan.
- 2.5.7 Selected Vendor/Contractor – The successful Bidder(s) who executes a Contract for the Project with the District.
- 2.5.8 Bid Documents - This RFP (including all Appendices, attachments and documents incorporated herein by reference).

3.0 GENERAL INFORMATION

3.1 RIGHTS OF ACCEPTANCE OR REJECTION

The District reserves the right to amend or withdraw this RFP for any reason, to waive technical defects, irregularities, and non-material deficiencies in Bid submissions, to reject any and all Bids, in whole or in part, to accept a Bid or a part of the Bid, even though such Bid is not the low Bid, and to award or not award a contract in connection with this RFP, all as determined by the District in its discretion to be in the best interest of the District and/or the Town of Bolton.

The District shall be under no obligation to accept the lowest financial Bid if the lowest financial Bid is not deemed to be in the best interests of the District. Any or all Bids may be rejected if there is any reason to believe that collusion exists among two or more Bidders. Individual Bids may be rejected for irregularities of any kind, including without limitation, alteration of form, additions not called for, conditional Bids, incomplete Bids, or unexplained erasures. Individual Bids may also be rejected if, in the opinion of the District, such Bid does not meet the standard of quality established by the Bid Documents. The foregoing provisions are for illustrative purposes and shall in no way limit the right of the District to reject any and all Bids, in whole or in part.

3.2 QUALIFICATION OF BIDDERS

For the purpose of assuring the District of the quality of workmanship, materials, products and/or services, the District will retain the right, and has complete discretion, to qualify or disqualify any Bidder on the basis of available information concerning the Bidder's ability to perform as needed and the suitability of the products and/or services included in the Bid. Each Bidder, by submitting a Bid, represents that:

3.2.1 The Bidder has read and understands all the requirements, conditions and specifications contained herein and work to be performed by the successful Bidder.

3.2.2 The duly authorized representative of the Bidder visited the area during the walkthrough and took its own measurements of the area and familiarized himself/herself with the local conditions under which the work is to be performed.

3.2.3 The Bid is based upon the materials without exception, specified in the Bid Documents.

3.3 VARIANCE AND PRICE

Any variance from the specifications included in the Bid Documents must be fully explained in writing by the Bidder as part of the Bid submission. All prices shall be based on the Bidder's own measurements of the designated areas. Each price quoted on the Bid Form must be a lump sum price. The Contractor will be held to the lump sum price, even if there was an error made in the measurements by the Contractor.

3.4 PROJECT IMPLEMENTATION

The selected vendor/contractor shall have sufficient resources in order to complete the work for the Project within the allotted timeframe and shall, upon request, demonstrate that they have the resources necessary to fulfill the Timeline Requirements described in section 5.0. All Bidders shall provide the District with a Project implementation schedule and phasing that adheres to the Timeline Requirements. Further, the Project implementation schedule must demonstrate that the selected vendor/contractor has the means and capability to complete the Scope of Work without disruption.

3.5 VARIATIONS FROM SPECIFICATIONS

All variations from the specified products and/or services set forth in the Bid Documents must be fully explained as part of the Bid submission. Specified manufacturer(s) brands must be used in all cases.

3.5.1 The District reserves the right to increase or decrease quantities, or modify the specifications.

3.6 PARTIAL BIDS

Partial Bids will not be considered or accepted.

3.7 WITHDRAWAL OF BIDS

Upon presentation of proper identification, any Bidder may withdraw his/her/its Bid any time prior to the opening of the Bids. No Bid shall be withdrawn for a period of ninety (90) days after the date that the Bids are opened.

3.8 BID EVALUATIONS

The award shall be made to the bidder whose bid meets the requirements, terms and conditions contained in the bid specifications and who possess the skill, ability and integrity necessary for faithful performance of the work based on objective criteria considering past performance and financial responsibility.

3.8.1 It is the intent of the District to award the Contract to the "lowest responsible qualified bidder" which shall mean the Bidder submitting the lowest bid among all Bidders deemed in the sole discretion of the District to be responsible and qualified, even if that is not the lowest cost bid. The District will award the contract to the bidder believed to offer the best combination of price and quality, which may not be the lowest priced bidder.. The Bidder will be required to establish to the satisfaction of the District that the persons or entities proposed to furnish and perform the Work described in the Bidding Documents are reliable, responsible and capable.

3.8.1.1 In determining the Lowest Responsible Qualified Bidder the following criteria will be considered, as applicable:

1) The ability and capacity of the Bidder to perform the work based on an evaluation of the character, integrity, reputation and experience of the Bidder. Consideration shall be given to previous work performed by the bidder for the District or for other agencies, including the quality and degree of satisfaction with the work performed.

2) Bidder's experience and successful completion of projects of similar scope and size within budget and on time

2) The financial resources of the bidder and the bidder's ability to secure any required bonds and/or insurance.

3) Compliance by the bidder with all applicable federal, state and local laws, including any licensing requirements.

4) Delivery or completion time.

5) Cost.

6) Involvement in litigation.

3.8.2 Should a situation arise where it is impossible to distinguish between two Bidders to identify the Lowest Responsible Qualified Bidder, and one of the Bidders has its principal place of business located within the Town of Bolton, the award will be made to the local bidder.

3.8.3 The District will evaluate the merits of all Bids submitted and reserves the right to accept or reject any or all Bids.

4.0 SCOPE OF WORK

4.1 GENERAL DESCRIPTION

Replacement of existing fire curtain approximately 35' X 20' in size. 1 hour fire rating.

4.1.1 The Contractor shall be responsible for the following requirements:

- Remove existing fire curtain
- Remove lower sections of smoke seal and existing bottom batten
- Remove existing sure guard
- Supply and install new fire curtain
- Supply and install new smoke seal
- Supply and install new lift lines
- Add two (2) fire curtain release stations
- Add a new sure guard II release system
- Run new fire line release cables with 1/8" wire rope
- New fire curtain, brail, Zetex A-1210 natural (or comparable)
- New 2" Bottom Pipe Batten
- Provide manufacturer's warranty

4.2 FACILITIES/LOCATION

Bolton Center School Stage, 108 Notch Road, Bolton, CT 06043

4.3 CONDITIONS

4.3.1 Furnish all tools, equipment, labor and material and perform all operations necessary for the completeness of the work in this specification. The District will provide disposal dumpster.

4.3.2 During the course of the project, the contractor shall not allow debris from the work to accumulate at the project site. At the completion of the work, all debris caused by the project shall be removed from the site by the contractor.

- 4.3.3 Any damage caused by the contractor to existing Bolton Center School property shall be repaired by the contractor at their expense prior to final payment for work completed.
- 4.3.4 The Contractor shall supply all labor, materials, equipment, services, insurance, and incidentals which are necessary or required to perform the work in accordance with applicable governmental regulations and these specifications.
- 4.3.5 All prospective Bidders are required to attend the site walkthrough at **10:00 AM on March 22, 2023** and to perform their own measurements, examine job conditions, review job requirements and determine exact room and area dimensions prior to submitting a bid.
- 4.3.6 District designees shall be responsible for the removal of all furniture.

4.4 MATERIALS/PRODUCTS

4.4.1 Rigging Materials as follows or similar:

- Fire curtain, brail, Zetex A-1210 natural
- 2" Bottom Pipe Batten
- Sure guard release system
- PZ Enclosure, fire curtain release lever
- Two (2) fire curtain release signage

4.4.2 If there are any anticipated or known supply chain issues with regard to any of the materials required to complete the Work for a completion date by June 30, 2023, the Bidder is to note same on its Bid Submission and provide alternates for the materials necessary.

5.0 TIMELINE REQUIREMENTS

This RFP is available on District and State of Connecticut Contracting Portal websites *or* for pickup at the District office location at Bolton Board of Education, 72 Brandy Street, Bolton, CT 06043 as of **March 15, 2023**.

Mandatory Walk through – **10:00 AM, March 22, 2023**

Requests for Information – **10:00 AM, March 29, 2023**

Addendum issued – **12:00 PM, March 31, 2023**

Sealed Bids Due – **1:00 PM, April 6, 2023**

Sealed Bids Opened – **1:30 PM, April 6, 2023**

Project Begins – **June 15, 2023**.

Project Complete – no later than **June 30, 2023**.

5.1 PROJECT TIMELINE

The selected vendor/contractor shall have sufficient resources in order to complete the Scope of Work within the allotted timeframe and shall, upon request, demonstrate that they have the resources necessary to fulfill the timeline requirements for completing the entire project. The District is expecting the Project to be completed in accordance with the following Project Timeline:

5.1.1 The Project may commence on or after **June 15, 2023**.

5.1.2 The Project shall be totally completed by **June 30, 2023**.

5.1.3 If any work goes beyond **June 30, 2023** then the District may impose liquidated damages as described in Section 6.1.3 below.

5.2 SCOPE OF WORK SCHEDULES

Work is to be performed when the building is not occupied with students or children and will be conducted when

school is not in session. Working hours will be Monday through Friday, 7:00 AM – 5:00 PM and/or when school is not in session (i.e.: professional development days, early dismissal, etc.)

6.0 AWARDED CONTRACT PROVISIONS

6.1.0 CONTRACT EXECUTION

The successful Bidder must execute the Contract with substantially the provisions contained in this Section 6. The terms, conditions and provisions in this Section 6 are incorporated into and made a part of this Request for Proposals. **Each Bidder should be thoroughly familiar with all the terms, conditions and provisions in this Section 6.** The District will present the Contract to the successful Bidder for execution. The Contractor shall enter into a written contract with the District, in a form satisfactory to the District. If the successful Bidder is an entity, the contract must be signed in the legal name of the entity by an officer or other person authorized to contract on behalf of the entity. The District will not execute the Contract until it has received and approved all required documents from the successful Bidder, such as requisite insurance certificates and W-9. The District reserves the right, subject to mutual agreement with the successful Bidder, to extend the term of this Bid, at the Bid price, for a mutually agreed upon period of time.

The Bidder shall execute and deliver the Contract to the District within five (5) business days of being notified that the Bid is accepted and that the selected vendor/contractor is awarded a contract to perform the Scope of Work in accordance with all terms and conditions contained herein. The District will sign and return such Contract **by April 28, 2023**. The awarded contract must be SIGNED and DATED by both the District and the awarded vendor/contractor prior to start of any work.

6.1.1 SEPARATE CONTRACTS

N/A

6.1.2 CHANGES TO SCOPE OF WORK

The District, without invalidating the Contract, may order changes within the Scope of Work consisting of additions, deletions, and/or modifications, the total cost paid to the Contractor and the date for the completion of the work being adjusted accordingly. All said changes in the Scope of Work shall be authorized by written "Change Order(s)", signed by the District, and will be executed under applicable condition of contract documents.

6.1.2.1 The total cost paid to the Contractor and the date for the completion of the work may be changed only in writing.

6.1.2.2 The cost or credit to the District from all "Change Order(s)" shall be determined by mutual, written, agreement.

6.1.2.3 The District will not pay invoices for work performed by verbal authorization.

6.1.3 TERMINATION OF AWARDED CONTRACTS

If the selected vendor/contractor defaults or neglects to carry out the Scope of Work and sections referenced therein, in accordance with the Contract and/or fails to perform any provision of the Contract, the District may, after three (3) days' written notice to the selected vendor/contractor and without prejudice to any other remedy it may have, at its option (a) make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the selected vendor/contractor, or (b) may terminate the Contract, in which case the Contractor shall leave the site upon the termination date of the Contract and the Contractor shall not be entitled to payment, or (c) may allow the selected vendor/contractor to continue work, but if such work continues past **June 30, 2023**, impose an amount of \$1,000 a day as liquidated damages on the selected vendor/contractor, until the work is completed. Such liquidated damages amount would be deducted from the amount to be paid the Contractor.

The District has included non-performance damages in the event that financial remedies are needed to ensure the timely completion of the project. The District and Contractor agree that in certain circumstances, the actual amount of damages incurred by the District will be difficult to assess and/or may be immeasurable. Accordingly, under the circumstances described above, the District may assess damages against the Contractor, to be paid as liquidated damages and not as a penalty or forfeiture. Prior to the implementation of any liquidated damages, the District will attempt to meet with the Contractor to determine if there are any mitigating circumstances that have caused the issue that might lead to the issuance of liquidated damages, but it is the District's decision on whether or not a mitigating circumstance existed. In view of the difficulty the District will suffer by reason of defaults on the part of the Contractor, the sum described above is hereby agreed upon and shall be deemed damages for breach of this Contract.

It is expressly understood by the Contractor that the District, by not exercising its rights, or by waiving any of the provisions of the Contract, or by exercising the provisions of this Contract in a particular way, shall not be deemed to have waived any of its rights or the Contract requirements despite any previous non-exercise or waiver.

If the District terminates the Contract and the cost to replace the Contract exceeds the original cost of the Contract, the selected vendor/contractor shall pay the difference to the District.

6.1.4 SUBCONTRACTOR PERFORMANCE

A Subcontractor is a person, firm, company or corporation who has a contract with the Contractor to perform any work for completing the project. The Contractor shall be responsible for the actions, inactions, and work performed by any subcontractor. Contracts between the Contractor and the subcontractor shall be in accordance with the terms of the Contract to complete the Scope of Work. The Contractor shall furnish to the District, in writing, a list of any/all subcontractors proposed to perform any part or portion of the Scope of Work to complete the project. The Contractor shall not employ any subcontractor to whom the District objects and will submit an acceptable substitute.

6.1.5 INSPECTIONS

The District and its agents have the right to inspect the selected vendor/contractor's work periodically to determine that proper materials were used and that the progress and quality of work completed is in accordance with the contract.

6.1.5.1 **Prior to the start of the project**, the selected vendor/contractor will have materials available for inspection by the District and its agents designated authorized representative.

6.1.5.2 All materials used for the project must be in compliance with the information contained in the successful Bid.

6.1.6 INVOICE/PAYMENT REQUIREMENTS

The District will pay the price that the Contractor indicated on its bid form as the not to exceed price. The Contractor shall submit an invoice to the District detailing the work completed. Invoicing for payment(s) will be made 100% upon completion of the Scope of Work and acceptance of the completed project by the District. Payments will be paid NET 30 days AFTER receipt of invoice. The Contractor shall not bill more than the not-to-exceed price contained in the Contractor's bid form. The price shown in the Contractor's bid form covers all labor, equipment and services required to complete the project, and shall also incorporate any other materials, supplies, overhead, taxes and profit of the Contractor, and the Grand Total price shown in the Contractor's bid form is "all-inclusive."

6.1.6.1 When applying for payments, the selected vendor/contractor shall submit to the District and its agents an itemized invoice based upon the installation schedule and supporting documentation

required herein.

- 6.1.6.2 The project shall be considered complete when the Scope of Work has been completed, accepted by the District and its agents and the following items are furnished to the District; waivers of lien submitted showing all payrolls, material bills and other indebtedness connected with the project have been paid. The selected vendor/contractor must submit the waivers of lien before the final payment is requested.
- 6.1.6.3 Payment may be withheld by the District and its agents for; a) defective work not remedied, b) claims filed and unresolved, c) failure of the selected vendor/contractor to properly pay for labor, materials or equipment, or proper payment to Subcontractors, and/or d) damages to the District and its agents or another contractor.

6.1.7 GUARANTEES, WARRANTIES AND CORRECTION OF WORK

- 6.1.7.1 The selected vendor(s)/contractor(s) shall guarantee the services and/or products provided to the District and its agents for, at least, two (2) years after the final payment covering all workmanship and materials specified in the Contract. The selected vendor/contractor shall serve as the point of contact for any issues. If the District contacts the selected vendor/contractor with any issues, the Contractor shall ensure that any defects in workmanship or materials for which a claim is submitted by the District or its agents within the two (2) year period must be corrected or replaced within thirty (30) days.
- 6.1.7.2 The selected vendor/contractor shall warrant that all materials provided as part of the project are new, unless otherwise specified, and that all work performed will be of good quality, free from faults and defects, and in adherence to the Product in this RFP.
- 6.1.7.4 Whether the Contractor or the manufacturer repairs or replaces any product under the warranty, the Contractor must ensure that they use new materials or products.
- 6.1.7.5 Any such repairs or replacement will be warranted for either a) ninety (90) days or b) the remainder of the original two (2) year warranty period, whichever is longer.
- 6.1.7.6 The selected vendor/contractor shall correct any work that fails to conform to the requirements of the Contract where such failures or any defects is due to faulty materials, equipment or workmanship which appear within a period of two (2) years from the date of completion of the Contract *or* within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract. These provisions apply to all work performed by employees of the selected vendor/contractor and any Subcontractors.
- 6.1.7.7 The selected vendor(s)/contractor(s) must furnish the District the product and labor warranty information. The District shall get the benefit of any manufacturer's warranties in addition to the warranties from the Contractor. The selected vendor/contractor has one (1) point of contact person for the District to contact for any/all replacement issues, where applicable.
- 6.1.7.8 The warranty shall cover the manufactured products and installation of the fire curtain against defects in workmanship, components, and performance, and follow-up support after project completion for a period of two (2) years from the date of installation acceptance by the District.
- 6.1.7.9 The warranty shall cover all labor and materials necessary to correct any/all failed portion(s) of the supplied and installed fire curtain.
- 6.1.7.10 The selected vendor/contractor shall provide said the aforementioned warranties at no additional cost(s) to the District and its agents.

6.1.8 RIGHT TO REJECT OR STOP THE WORK

The District and its agents may reject work which does not conform to the Bid or awarded contract specifications. If the selected vendor/contractor fails to correct any defective work or fails to supply labor, materials, or equipment in accordance with the specifications of the awarded contract, the District and its agents may order the selected vendor/contractor to stop all work, or any portion thereof, until the cause for such order has been eliminated.

6.1.9 INDEMNIFICATION

The selected vendor/contractor shall indemnify and hold harmless the District and its agents and employees from and against all claims, damages, losses and expenses including attorneys' fee arising out of or resulting from the performance of the Project; provided that any such claim, damage, loss or expense is attributable to a) bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting from and b) is caused in whole or in part by any act or omission of the selected vendor/contractor, and/or 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 it is caused in part by a party indemnified hereunder. In any and all claims against the District or any of its agents or employees, by any employee of the selected vendor/contractor, and/or Subcontractor, anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the selected vendor/contractor and/or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.1.10 FORCE MAJEURE

Except for the District obligation to pay the selected vendor/contractor, neither party shall be liable for any failure to perform its obligations under the awarded contract or any Scope of Work if prevented from doing so by a cause or causes beyond its control, including without limitations, acts of God or public enemy, , fire, floods, storms, earthquakes, riots, war, and restraints of government and specifically excluding any Contractor labor issues and supply chain delays.

6.1.11 LIABILITY REQUIREMENTS

The selected vendor/contractor shall be responsible for initiation, maintaining, and supervising all safety precautions and programs in connection with the project. The selected vendor/contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to 1) all employees on the project and other persons who may be affected thereby, 2) all the Scope of Work and all materials and equipment to be incorporated therein, and 3) other property at the site or adjacent thereto.

6.1.11.1 The selected vendor/contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.

6.1.11.2 All damage or loss to any property caused in whole or in part by the selected vendor/contractor, any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the selected vendor/contractor, except damage or loss attributable to the fault or negligence of the District and its agents.

6.1.12 INSURANCE REQUIREMENTS

No work connected with this project may start until the selected vendor/contractor has submitted a Certificate of Insurance executed by the selected vendor/contractor's insurance carrier showing required insurance coverage and Bolton Board of Education and the Town of Bolton are named as additional insureds on said policy. An endorsement or statement waiving the right of cancellation or reduction in coverage, unless thirty (30) days prior written notice is given to the District by registered or certified mail, shall be included.

6.1.12.1 The selected firm will be required to furnish certificates of insurance, including general liability, umbrella liability, automobile, and workers compensation with the following minimum limits:

\$1,000,000 General Liability per Occurrence

\$2,000,000 General Liability Aggregate

\$1,000,000 Excess/Umbrella Liability

\$1,000,000 Auto Liability, if applicable

\$1,000,000 Professional Liability, if applicable

\$1,000,000 Employer's Liability Statutory Worker's Compensation

6.1.12.2 Contractor coverage shall be primary and non-contributory. Auto coverage shall include leased, hired and non-owned vehicles. Auto coverage shall also be primary and non-contributory. The Bolton Board of Education and the Town of Bolton shall be named as additional insured on the general liability, umbrella liability and automobile liability policies. Each policy shall include a waiver of subrogation in favor of the Town. All policies shall be kept in force throughout the duration of the project, with an extended reporting period of 36 months after the agreement terminates if coverage is written on a claims made policy.

6.1.12.3 Indemnification: To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the Bolton Board of Education/Town of Bolton and all of its agents and employees from and against all claims, damages, losses, judgments and expenses, including reasonable attorney's fees to the extent caused by, arising from or alleged to arise from the negligent acts, errors or omissions of Contractor, Contractor's employees or those for whom Contractor is legally responsible in the performance of the work. This provision shall survive termination of this Agreement.

6.1.13 CLEAN-UP

The selected vendor/contractor must, at all times, keep the premises free from accumulations of waste materials, caused by the work; and upon completing the work, must remove all work related rubbish from and about the building(s) and must leave the work area broom clean, or its equivalent. In the case of a dispute, the District may remove the rubbish and charge the cost to the selected vendor/contractor by deducting such amount from its payment.

6.1.14 ROYALTIES AND PATENTS

The selected vendor/contractor must pay for all royalties, copyright, trademark and patents and must defend all suits for claims or infringements on copyrights, trademarks and/or patent rights and shall indemnify and hold the District harmless from any and all claims and/or loss related to claims and/or infringements on copyrights, trademarks and/or patent rights, including reasonable attorney fees and costs incurred by the District.

6.1.15 FEDERAL, STATE AND LOCAL TAXES

All products and/or services furnished by the selected vendor/contractor must comply with all applicable federal, state and local codes, permits and regulations, including prevailing wage. All prices must include, and the selected vendor/contractor must pay, all taxes levied by the Federal, State, and Local Governments, on both labor and materials. The District reserves the right to require evidence of such tax payments prior to final payment of the contract. The District is exempt from Federal Excise and State Sales Taxes. To comply with these regulations, sales tax is not to be included in the contract price. The District shall provide exemption certificates upon request.

6.1.16 NO SMOKING POLICY

The District adheres to a mandatory no smoking policy on school premises and/or at school functions. All selected vendors/contractors shall comply with this no smoking policy.

6.1.17 CANCELLATIONS

The District reserves the right of cancellation for non-performance of the terms specified in the awarded contract.

6.1.18 BACKGROUND CHECK REQUIREMENT AND STUDENT SAFETY

The contractor will be required to comply with applicable laws, including, without limitation, the requirements set forth on Appendix F hereto.

6.1.190 MISCELLANEOUS CONTRACT PROVISIONS

The awarded contract will be governed by the laws of the State of Connecticut. The selected vendor/contractor shall not assign the contract or sublet it or portions thereof without the prior written consent of the District.

**APPENDIX A
BID CERTIFICATION FORM**

The Bidder has read and understood the Bid Documents, including all attachments and all addenda, and proposes to furnish all labor, equipment, supplies and materials called for by the Bid Documents for the entire work in accordance with the Bid Documents, for the amounts shown on the attached completed Bid Forms. Any and all deviations from the Bid Specifications are in writing and attached.

In submitting this Bid, the undersigned agrees:

- a. To hold the bid open until 90 days after Bid Opening.
- b. To enter into and execute the Contract, if the successful Bidder, and to furnish performance bonds and insurance as required by the Contract.
- c. To accomplish the work in accordance with the specifications in the Bid Documents.

The undersigned acknowledges that these Bid Documents are understood and unconditionally accepted.

I hereby certify, as an officer of _____, that, as the Bidder under these Bid Documents, all of the information and material supplied to the District as required by these Bid Documents are complete and true. I, as an officer of _____, understand that all of the terms and conditions of these Bid Documents shall be included in the Contract to be executed with the District, if the Bidder is awarded the Contract. I, as an officer of _____, further understand that if any information submitted by the Bidder in connection with this RFP is found to be incomplete or false or, if any attempt by the Bidder to mislead the District/Town is discovered, either during the evaluation or subsequent to any award, such findings/discovery shall be grounds for the disqualification of the Bid or the immediate termination of the Contract, as determined by the District in its discretion..

Signature _____ Date _____

Name _____ Title _____

Notary Public _____ [Seal]

Bidder Information

Company: _____

Address: _____

City State Zip
Telephone: _____

Fax: _____

APPENDIX B
NO STORAGE, DISPOSAL AND USE OF
HYDRAULIC FRACTURING WASTE

We _____ hereby submit a bid for materials, equipment and/or labor for the Bolton Board of Education. The bid is for bid documents titled, _____.

We hereby certify under penalty of perjury that no natural gas waste or oil waste will be used by the undersigned bidder or any contractor, sub-contractor, agent or vendor agent in connection with the bid; nor will the undersigned bidder or sub-contractor, agent or vendor agent thereof apply any natural gas waste or oil waste to any road or real property within the Town of Bolton as a result of the submittal of this bid if selected unless the DEEP or other regulatory body determines that such waste is not harmful to the health, safety and general welfare of the public and the environment.

Signature _____ Date _____

Name _____ Title _____

Notary Public _____ [Seal]

Bidder Information

Company: _____

Address: _____

City State Zip

Telephone: _____

Fax: _____

**APPENDIX C
NON-COLLUSION STATEMENT**

AFFIDAVIT
(Prime Bidder)

State of _____)

ss

County of _____)

_____, being first duly sworn, deposes and says:

1. That he/she is a () Partner; () Officer; () Member; () Owner of the firm of:

the party making the foregoing proposal or bid;
2. He/she is fully informed respecting the preparation and contents of the attached proposal or bid and all circumstances regarding the same;
3. Said proposal or bid is genuine and is not a collusive or sham proposal or bid;
4. Neither the said bidder nor any of its officers, partners, members, owners, agents, representatives, employees, or parties-in-interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly, with any bidder, or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiance or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the **Town of Bolton/Bolton Board of Education** or any person interested in the proposed contract;
5. The price or prices quoted in the attached proposal or bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of this Bidder or any of its agents, representatives, owners, employees, or parties-in-interest, including this affiant; and
6. All statements in said proposal or bid are true.

(Signed): _____

(Title): _____

Subscribed and sworn to me

This _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

APPENDIX D BID FORM

I/we, the Bidder, hereby propose, having verified the quantities and conditions affecting the cost of the work, and having reviewed in detail all of the Bid Documents including, without limitation, the specifications, Invitation to Bid, Bidder Instructions, General Conditions, Scope of Work, Timeline Requirements, Awarded Contract Requirements, Work Plan, Products and Services Specifications, Drawings and Addenda, if applicable, to furnish all labor, materials, equipment, and services required for the Project known as BCS Fire Curtain Replacement at Bolton Center School, 108 Notch Road, Bolton, Connecticut, in accordance therewith, for the Contract Price specified below.

NOTE: The Bidder may attach additional pages as needed.

- A. The proposed Contract Price for the Bid is as follows and excludes sales taxes:

Total Supply, Rigging, and Installation of Fire Curtain: \$ _____

- A. The undersigned proposes to employ the following **subcontractors** for the following work (please include complete company name, address and telephone number):

Subcontractor Information & Purpose (Please state "None" if not using a subcontractor):

The undersigned acknowledges that the acceptance of any subcontractors shall rest with the District and its decision shall be final.

The Bidder acknowledges that the Bid Price is the lump sum price to be included in the Contract.

The price bid by the Bidder covers all labor, equipment and services required to complete the project, and shall also incorporate any other materials, supplies, overhead, taxes and profit of the Bidder, and the lump sum price bid by the Bidder shall be "all-inclusive."

Please circle: **YES / NO** Are there any anticipated/known supply chain issues with regard to any materials required to totally complete the work by June 30, 2023? If YES, please provide alternates for the materials necessary.

Signed this _____ day of _____, 2023 by

Print Name of Bidder: _____

Signature: _____

Name: _____

Title: _____

APPENDIX E REFERENCES

Please provide four (3) references at least one (1) must be a school:

1. _____
School District / Company Name

Contact Person

Telephone Number

Period of Contract

2. _____
School District / Company Name

Contact Person

Telephone Number

Period of Contract

3. _____
School District / Company Name

Contact Person

Telephone Number

Period of Contract

APPENDIX F

BACKGROUND CHECK REQUIREMENTS AND STUDENT SAFETY

The successful Bidder (referred to as Contractor in this Exhibit) shall be required to comply with the following requirements:

Prohibited Activities and Background Check Requirements

Contractor shall comply with all applicable law including, without limitation, Connecticut General Statutes Section 10-222c, as applicable, and with the requirements set forth in this Exhibit.

Interaction with School Community. The scope of the Work does not, and will not under any circumstances, require any contact with students or any other minors physically present in the facilities of, or the grounds surrounding, the school where the Project is located (the “School Grounds”). None of the Contractor, Subcontractors, Sub-subcontractor, or any of their respective employees, agents or representatives shall, under any circumstances, converse or interact in any manner, with students or any minors physically present on the School Grounds. None of the Contractor, Subcontractors, Sub-subcontractor, or any of their respective employees, agents or representatives shall interact with any adult members of the school community (including, without limitation, employees, officials, or visitors, including parents of students enrolled in the District’s schools) with respect to the Project with the exception of the District’s Designated Representative as provided in the Contract. All of the Contractor, Subcontractors, Sub-subcontractors, and their respective employees, agents or representatives shall, while on the School Grounds, refrain from use of vulgar language, obscene gestures, or any other behavior inappropriate for a school environment and/or property on which minor children are or may be present.

Background and Employment History Checks.

To the extent permitted by law, the Contractor shall perform (or cause to be performed) as regards all of its employees, agents, and representatives (each, a “Contractor Employee”), and all of the employees, agents, and representatives of Subcontractors and Sub-subcontractors (each, a “Subcontractor Employee”), who will be physically present on the School Grounds in connection with the Project, appropriate background checks on all such Contractor Employees and Subcontractor Employees. Such background checks shall include, at a minimum and without limitation, a search of both the Connecticut Department of Emergency Services and Public Protection’s sexual offender registry and the Abuse and Neglect Registry of the Connecticut Department of Children and Families. For those Contractor Employees and Subcontractor Employees who are to be physically present on the School Grounds in connection with the Project and whose current or most recent employment occurred out of state, the out-of-state equivalent of the Connecticut Department of Emergency Services and Public Protection’s sexual offender registry and the Abuse and Neglect Registry of the Connecticut Department of Children and Families registry shall be checked. The Contractor shall complete (or cause to be completed) background checks as to each Contractor Employee and Subcontractor Employee prior to such Contractor Employee or Subcontractor Employee being permitted to be physically present on the School Grounds. If the Contractor receives any information indicating that any Contractor Employee or Subcontractor Employee may be registered as a sexual offender, may have a record of abuse or neglect, or is, in any other manner, unfit to perform services which could involve direct contact with minor children, or which may involve working in or near property on which minor children may be present, the Contractor shall immediately forward such information to the District, to the extent permitted by law, and shall immediately remove the individual from the School Grounds and from participation in the Project.

Contractor represents and warrants that, in its best professional judgment, each Contractor Employee and each Subcontractor Employee maintains the appropriate qualifications and is fit to perform services which could involve direct contact with minor children, or which may involve working in or near property on which minor children may be present. The Contractor shall immediately remove any Contractor Employee or Subcontractor Employee from the School Grounds and from the Project if requested to do so by the District (which request shall be made in the District’s sole discretion) or if it becomes known to the Contractor that such Contractor Employee or Subcontractor

Employee may be a danger to the health, safety or well-being of the school community, its students, or any minor children. A request by the District to remove any Contractor Employee or Subcontractor Employee from the School Grounds and from the Project shall not constitute a breach of the Contract.

The Contractor shall include, and shall require all Subcontractors to include the foregoing requirements in all subcontracts for the Project.

By execution of the Contract, the Contractor shall represent and warrant that it has fully complied with the requirements of this Exhibit. To the extent permitted by law, the Contractor agrees that upon the District's request, Contractor shall promptly provide the District with any documentation related to such compliance, including, without limitation, the results of the background and employment history checks required by this Exhibit. Failure by the Contractor to comply with its obligations under this Exhibit shall constitute a material breach of the Contract.

Exhibit A
CONTRACT FOR FIRE CURTAIN REPLACEMENT PROJECT

This CONTRACT FOR FIRE CURTAIN REPLACEMENT PROJECT (“Contract”) is made this ____ day of _____, 2023, by and between the BOLTON BOARD OF EDUCATION, hereinafter called the “Board,” and _____, hereinafter called the “Contractor.”

WITNESSETH

WHEREAS, the Board accepted proposals for the provision of services pursuant to a Request for Proposals- Bolton Center School Fire Curtain Replacement and awarded the Contract to Contractor on _____, 2023; and

WHEREAS, the Contractor is ready, willing and able to provide the required services sought by the Board and has accepted the award of the Contract.

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties hereto, the Board and the Contractor mutually agree as follows:

I. INCORPORATION OF DOCUMENTS AND TERMS AND CONDITIONS OF CONTRACT

The following documents are specifically incorporated into this Contract and made a part hereof and attached as Exhibit A:

A. The Request for Proposals - Bolton Center School Fire Curtain Replacement released on _____, 2023.

B. The proposal submitted and executed by Contractor, dated _____, 2023 to the Board (the “Proposer’s Response”).

All of the terms and conditions for the Contract in the Proposal Documents, including without limitation Sections 4.0, 5.0, and 6.0 of the Proposal Documents, are hereby incorporated into and made a part of this Contract.

Any use of the term Proposer or Bidder or Successful Proposer or Successful Bidder in Sections 4.0, 5.0, and 6.0 of the Proposal Documents shall mean “Contractor”. Any use of the term Bid or Proposal in Sections 4.0, 5.0, and 6.0 of the Proposal Documents shall mean “Contract”.

II. SCOPE OF WORK

A. The Contractor agrees to provide all of the services described in the Proposal Documents.

B. The Contractor agrees to comply with the Project Implementation Schedule in the Proposer’s Response, including completing all installation by **June 30, 2023**.

C. The Contractor shall provide the guarantees, warranties and correction of work as described in Section 6.1.7 of the Proposal Documents.

D. The Contractor agrees that it will provide the services on the terms and conditions described in and in accordance with the Proposal Documents.

III. PAYMENT AND COMPENSATION

- A. The Contract price payable to the Contractor is detailed in Exhibit A. The total price to be paid by the Board to the Contractor under this Contract is: \$ _____

Under no circumstances is Contractor authorized to charge the Board any other amounts without specific prior authorization.

- B. The parties agree that no other payments shall be made to the Contractor who shall furnish all of the labor, materials, supplies, equipment, permits and licenses and other facilities necessary to provide the services required as described in the Proposal Documents, including the staff and other services necessary for the proper performance of the Contractor's duties.

IV. MISCELLANEOUS

- A. If any provision of this Contract is subsequently found to be illegal or invalid, all unlawful provisions shall be deemed stricken from this Contract and shall be of no effect and the remaining provisions shall not be affected thereby and shall remain in full force and effect.
- B. This Contract and all Exhibits attached hereto constitute the full and complete agreement of the parties hereto and shall be binding upon their respective permitted successors and assigns.
- C. This Contract shall be governed by, and construed and enforced in accordance with the laws of the State of Connecticut without regard to its conflicts of laws principles.
- D. Notices, requests, demands and documents required or desired to be given hereunder shall be in writing and delivered (i) personally (ii) by a nationally recognized overnight delivery service or (iii) by deposit into the United States mail, postage prepaid, certified or registered mail, addressed to the party at the following addresses or at such other address as notice thereof may have been given pursuant hereto:

To Board:

Bolton Board of Education
72 Brandy Street
Bolton, CT 06043
Attention: Director of Business and Finance

To Contractor:

Attention: _____

IN WITNESS WHEREOF, the parties hereto have set their hands by their duly authorized representatives at BOLTON, CONNECTICUT, the _____ day of _____ 2023.

CONTRACTOR

By _____

BOARD

BOLTON BOARD OF EDUCATION

By _____

Exhibit A to the Contract

**PROPOSAL DOCUMENTS
AND PROPOSER'S RESPONSE**