

**Request for Proposals
Student Playground Fencing
Clinton Board of Education**

RFP Specifications for a contract for Student Playground Fencing will be posted on the District website on April 29, 2022 at: www.clintonpublic.net

Sealed Proposals must be submitted to the Office of the Superintendent, c/o the Business Manager, Clinton Board of Education, 137-B Glenwood Road, Clinton, CT 06413 on or before NOON, EST, on Friday, May 13, 2022 at which time they will be open and read aloud in the BOE Administrative Conference Room located at the above address. Proposals received later than that date and time will not be considered and will be returned.

The Board of Education reserves the right to accept or reject any or all Proposals, in whole or in part, and to waive any technical defect in the Proposals received and to make such awards, in whole or in part, including accepting a proposal or part of a proposal. The BOE reserves the right to re-advertise the RFP; to modify proposals based upon negotiations with the proposer(s) if it is deemed to be in the best interest of the Board of Education. The BOE also reserves the right to interview and negotiate with one or more proposers after the proposals are open.

In the event of any ambiguity, inconsistency, or error in the Proposal Document, the Proposer is required to draw such matter to the attention of the Clinton Public Schools before he submits his/her Proposal.

This Request for Proposals ("RFP") includes:

- Standard Instructions to Proposers
- Definition of Terms
- Scope of Service
- Compliance with Laws
- Indemnification
- Insurance Requirements
- Proposal Forms

The "Proposal Forms," properly and completely executed, must be submitted if the proposal is to be accepted as a valid proposal. Questions regarding the specifications or related materials may be directed to: Carolyn Dickey, Business Manager, Clinton Board of Education, 137-B Glenwood Road Clinton, CT 06413, cdickey@clintonpublic.net, (860) 664-6506. **Also, a site visit can be arranged with the Facilities Director to inspect proposed fencing areas. Please contact Gonzalo Carrion at 203-848-7318 to arrange for the visit.**

Maryann O'Donnell
Superintendent
Clinton Board of Education
Published: New Haven Register

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Request for Proposal Sections and Exhibits:

Section 1 – Instructions to Proposers

Section 2 – Definition of Terms

Section 3 -- Scope of Services

Section 4 - Compliance with Laws

Section 5-Indemnification

Section 6-Insurance Requirements

Exhibits –Proposal Forms

SECTION I – INSTRUCTIONS TO PROPOSERS

Forms and information regarding this proposal may be obtained on the District’s website at www.clintonpublic.net

Sealed Proposals must be submitted to the Office of the Superintendent, c/o the Business Manager, Clinton Board of Education, 137-B Glenwood Road, Clinton, CT 06413 on or before NOON, EST, on Friday, May 13, 2022 at which time they will be open and read aloud in the BOE Administrative Conference Room located at the above address. Proposals received later than that date and time will not be considered and will be returned.

- 1.1 All Proposals will be submitted in a sealed envelope and plainly marked “Proposal – “Student Playground Fencing.”
- 1.2 The Board of Education reserves the right to accept or reject any or all Proposals, in whole or in part, and to waive any technical defect in the Proposals received and to make such awards, in whole or in part, including accepting a proposal or part of a proposal, if it is deemed to be in the best interest of the Board of Education, whether or not it is the lowest dollar amount. Clinton Public Schools also reserves the right to discuss the scope of services with any of the Proposers and to make modifications if Clinton Public Schools determines it is in the best interest of the District. The District also reserves the right to interview and negotiate with one or more proposers after the proposals are open.
- 1.3 No proposal will be accepted as valid unless the Proposal Forms, as included in these specifications, is properly and completely executed. Each proposer must submit two (2) originals of its proposal.
- 1.4 All prices quoted by proposers must be firm prices for a period of sixty (60) days from Friday, May 13, 2022. If awarded the Contract, the prices shall be firm prior to the execution of the Contract and then during the term of the Contract.
- 1.5 The submission of a proposal shall serve as conclusive evidence that the Proposer has satisfied itself as to all the requirements outlined in the Proposal Specifications and to all conditions serving to control the execution of any contract which may ensue.
- 1.6 Proposals must be submitted on forms included with the Proposal Specifications. All forms must be properly signed and completely filled out.
- 1.7 Within thirty (30) days following the award of the Proposal, the successful Proposer will enter into a written contract with the Board.
- 1.8 Should a prospective Proposer desire clarification or interpretation of any item in the Proposal Specifications, such request must be made in writing via email to the Business Manager at cdickey@clintonpublic.net not later than the end of the day on Friday, May 6, 2022, who will supply a response in writing via email to all known Proposers. The Board of Education will not be responsible for any alleged oral instructions or

interpretations given to Proposers. Any inquiry and response and/or modification to the Proposal Specifications will be made by addendum. Any addendum will be emailed if any prospective Proposer has provided to the Board an email address or otherwise mailed to all persons that have requested the Request for Proposals. Each Proposer shall confirm prior to submitting its proposal that it has received all addenda.

- 1.12 Award of the Bid will be made by the Board following a study of all proposals within 30 days after the date of the proposal opening. The Board may elect to award the contract to other than the low proposer if it is judged to be in its best interest. Criteria which may be applied in the determination of the successful proposer will include prices and references.

SECTION 2 – DEFINITION OF TERMS

- 2.1 BOARD – shall mean the Clinton Board of Education (also referred to as the District or Clinton Public Schools), 137-B Glenwood Road, Clinton, CT 06413.
- 2.2 SCHOOL ADMINISTRATION – shall mean the Superintendent of Schools, or his/her designee.
- 2.3 PROPOSER – shall mean any qualified school bidder who submits a proposal in conformance with the Proposal Specifications.
- 2.4 PROPOSAL SPECIFICATIONS – shall mean the Request for Proposals, Definition of Terms, Instructions to Proposers and Proposal Form.
- 2.5 PROPOSAL – shall mean a submission by a Proposer to replace student lavatory sinks in accordance with the Proposal Specifications at a given price.

SECTION 3 - SCOPE OF WORK

Installation of Playground Fencing at the Joel Elementary and Eliot Middle School as follows:

Joel School PreSchool Playground: Furnish material and labor to install approximately 500 linear feet of a 4 foot high all black of chain link fence system with top and bottom rail to include 3-8 foot wide double gates and 1-4 foot wide single gate. All posts will be set in concrete footing;

Joel School Playground area near gym: Furnish material and labor to install approximately 116 linear feet of a 4 foot high all black chain link fence system with top and bottom rail to include 1-8 foot wide double gate and 1-4 foot wide single gate. All posts will be set in concrete footing;

Eliot School Playground area: Furnish material and labor to install approximately 120 linear feet of a 5 foot high all black chain link fence system with top and bottom rail to include 1-8 foot wide double gate. All posts will be set in concrete footing.

SECTION 4 COMPLIANCE WITH LAWS

4.1 The Contractor shall comply with the laws, rules, regulations and policies of federal, state, and local governments and the policies and procedures of the Clinton Public Schools. It shall be the responsibility of the Contractor to ensure that all personnel employed are familiar with all of the aforesaid laws, rules, regulations and policies as well as the contents of any transportation manual or other rules, regulations and policies which the Board might publish.

4.2 Compliance with Immigration Laws. By submitting a proposal, each proposer confirms that it has complied, and during the term of the Contract will comply, with the Immigration Reform and Control Act ("IRCA") and that each person it provides under the Contract will at all times be authorized for employment in the United States of America.

4.3 All information submitted in this proposal or in a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended and judicially interpreted.

4.4 In the performance of the Contract, the successful proposer will not discriminate or permit discrimination in any manner prohibited by the laws of the United States or of the State of Connecticut against any person or group of persons on the grounds of race, color, religious creed, age (except minimum age), marital status or civil union status, national origin, ancestry, sex, sexual orientation, mental retardation, mental disability or physical disability, including but not limited to blindness, unless the successful proposer shows that such disability prevents performance of the work involved.

4.5 For all purposes of this contract, all employees engaged by the Contractor for the performance of this contract shall be considered employees of Contractor and not the Clinton Public Schools. All personnel shall be the responsibility of the Contractor and shall be the Contractor's employees. All personnel must meet all legal and regulatory requirements for holding their respective positions, and shall be in all respects compliant with all requirements of law, ordinance or regulation of the State of Connecticut, including all required licensing, training and certification.

4.6 When applicable, the Contractor assumes the responsibility to conform to all local ordinances and to obtain all necessary permits before the start of work.

4.7 Cessation of business/bankruptcy/receivership. If the successful proposer ceases to exist, dissolves as a business entity, ceases to operate, files a petition or proceeding under any bankruptcy or insolvency laws or has such a petition or proceeding filed against it, the Clinton Board of Education has the right to terminate the Contract effective immediately. In that event, the Clinton Board of Education reserves the right, in its sole discretion as it deems appropriate and without prior notice to the successful proposer, to make arrangements with another person or business entity to provide the

services described in the Contract and to exercise any or all of its rights at Law, in equity, and/or under the Contract.

SECTION 5- INDEMNIFICATION

The Contractor shall indemnify and hold the Board, the Town and their respective officers, employees and agents harmless from any and all loss, liability, damage, penalty, expense or fee, including attorneys' fees, or other costs or obligations which result from, or arise out of the performance of Contractor, any employee, agent or personnel or breach of the obligations of Contractor, any employee, agent or personnel under this Contract.

12- INSURANCE REQUIREMENTS

The Proposer must provide proof, along with the completed proposal package, that it can provide the insurance coverage standard for the industry. This proof can be in the form of a certificate of insurance naming the Clinton Public School District and the Town of Clinton as additional insureds, showing all the requested types and levels of coverage required, or a letter from the insurance company (s) (not agent), guaranteeing what types and levels of coverage they will provide in the event the Proposer is awarded the contract. All policies should also include a Waiver of Subrogation. Original, completed Certificates of Insurance must be presented to the Town of Clinton prior to contract issuance. Contractor agrees to provide replacement/renewal certificates at least 60 days prior to the expiration date of the policies. Should any of the above described policies be cancelled before the expiration date, written notice must be given to the Town and Board 30 days prior to cancellation.

The bidder awarded this bid must provide a current Certificate of Insurance to the Business Office PRIOR to commencement of work, with the following requirements:

- a. Commercial General Liability:
 - Each Occurrence: \$1,000,000
 - Personal/Advertising Injury per Occurrence: \$1,000,000
 - General Aggregate: \$2,000,000
 - Product/Completed Operations Aggregate: \$2,000,000
 - Damage to Rented Premises \$ 100,000
- b. Automobile Liability:
 - Each Accident: \$1,000,000
 - Hired/Non-owned Auto Liability \$1,000,000
- c. Worker's Compensation, as required by Connecticut State statutes.
- d. Umbrella or excess liability policy for at least \$1,000,000
- e. Medical Malpractice Liability Insurance for at least \$5,000,000 per claim/\$5,000,000 annual aggregate.
- f. Waiver of Subrogation in favor of the Clinton Board of Education for General Liability, Automobile and Workers Compensation coverages.
- g. The "Board of Education" is to appear as an additional insured on the

contractor's general liability and automobile liability Certificates of Insurance.

- h. All insurance is to be provided by a company authorized to issue such insurance in the State of Connecticut with a Best rating of no less than A: VII.
- i. It is desired by the Board of Education that all insurance not be cancelled or modified without thirty (30) days written notice by registered U.S. Mail to: Clinton Board of Education, Business Office, 137B Glenwood Road, Clinton, CT 06413

**EXHIBIT A
CLINTON BOARD OF EDUCATION
PROPOSAL FORMS**

PROPOSER'S FULL LEGAL NAME:

PRICE PROPOSAL

Pursuant to and in full compliance with the RFP, the undersigned proposer, having visited the site or property if applicable, and having thoroughly examined each and every document comprising the RFP, including any addenda hereby offers and agrees as follows:

1. Playground Fencing - To provide the products and/or services specified in, and upon the terms and conditions of, the RFP for the total sum of:

/100

Dollars(write out in words) (\$_____),

ACKNOWLEDGEMENT

In submitting this Proposal Form, the undersigned proposer acknowledges that the price(s) include all labor, materials, transportation, hauling, overhead, fees and insurances, bonds or letters of credit, profit, security, permits and licenses, and all other costs to cover the completed products and/or services called for in the RFP. Except as otherwise expressly stated in the RFP, no additional payment of any kind will be made for the products and/or services called for in the RFP.

**EXHIBIT B
QUESTIONNAIRE**

1. Occupational Safety and Health Law Violations

Has the proposer or any firm, corporation, partnership or association in which it has an interest (1) been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the proposal (provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction) or

(2) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the proposal?

Yes
No

If "yes," attach a sheet fully describing each such matter.

2. Arbitration/Litigation

Has either the proposer or any of its principals (regardless of place of employment) been involved for the most recent ten (10) years in any pending or resolved arbitration or litigation?

Yes
_ No
-
-

If "yes," attach a sheet fully describing each such matter.

3. Criminal Proceedings

Has the proposer or any of its principals (regardless of place of employment) ever been the subject of any criminal proceedings?

Yes
No

If "yes," attach a sheet fully describing each such matter.

4. Ethics and Offenses in Public Projects or Contracts

Has either the proposer or any of its principals (regardless of place of employment) ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of proposals or bids or the performance of work on public works projects or contracts?

Yes

No

If "yes," attach a sheet fully describing each such relationship.

5. Conflict of Interest

Is the proposer aware of any personal or business relationship between a Clinton Board of Education officer or employee and an officer, director, member, manager or partner of the proposer that could be regarded as creating a conflict of interest?

-- Yes

--- No

If "yes," attach a sheet fully describing each such matter.

NOTE: THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID PROPOSAL, MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE PROPOSAL. SUCH SIGNATURE CONSTITUTES THE PROPOSER'S REPRESENTATIONS THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT

COMPROMISING THE RFP, UNLESS AN EXCEPTION IS DESCRIBED ABOVE.

BY _____ TITLE: _____
(PRINT NAME)

(SIGNATURE) DATE: _____

EXHIBIT C
CLINTON BOARD OF EDUCATION,
PROPOSER'S LEGAL STATUS DISCLOSURE

Please fully complete the applicable section below, attaching a separate sheet if you need additional space.

For purposes of this disclosure, "permanent place of business" means an office continuously maintained, occupied and used by the proposer's regular employees regularly in attendance to carry on the proposer's business in the proposer's own name. An office maintained, occupied and used by a proposer only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied and used by a person affiliated with a proposer will not be considered a permanent place of business of the proposer.

Proposer's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business _____

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

_____ Yes

_____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

EXHIBIT D
References:

Provide at least three (3) references:

1. BUSINESS
NAME _____
ADDRESS _____
CITY, STATE. _____
TELEPHONE: _____
INDIVIDUAL CONTACT NAME AND POSITION _____

2. BUSINESS NAME _____
ADDRESS _____
CITY, STATE _____
TELEPHONE: _____
INDIVIDUAL CONTACT NAME AND POSITION _____

3. BUSINESS NAME _____
ADDRESS _____
CITY, STATE, _____
TELEPHONE: _____
INDIVIDUAL CONTACT NAME AND POSITION _____

CERTIFICATION TO THE PROPOSAL FORM:

The Proposer has read and understood the Proposal Specifications:

I hereby certify, as an officer of _____, that, as the Proposer under these Proposal Specifications, all of the information and material supplied to the Board as required by these Proposal Specifications are complete and true. I, as an officer of _____, understand that all of the terms and conditions of these Proposal Specifications shall be included in the Contract executed with the Board, if awarded the Contract. I, as an officer of _____, further understand that any information that is found to be incomplete or false or, any attempt to mislead the Board is discovered, either during the evaluation or subsequent to any award may result in the disqualification of the Proposal or the immediate termination of the Contract.

Signature _____ Date _____

Name _____ Title _____

Proposer Information

Company: _____

Address: _____

City State Zip

Telephone: _____

Fax: _____