



Department of Public Works

Invitation to Bid

LCS Vinyl Floor Installation four (4) Classrooms 2016

125 West St. Litchfield, Connecticut

The Town of Litchfield is accepting bids to replace the flooring in four [4] rooms at the Litchfield Center School, 125 West Street, Litchfield. All bids must be submitted on forms and in accordance with specifications supplied by and available at the Town of Litchfield, Public Works Department, 101 Russell Street, Litchfield CT. **Bids will be received at the Office of the First Selectman, 74 West Street, Litchfield, CT, 06759 until 11.00 a.m. on Monday May 16, 2016 and will be opened and read publicly at that time in the office of the First Selectman.** There is a non-refundable \$10 fee unless electronically downloaded from the town of Litchfield website www.townoflitchfield.org. **There is a mandatory bid walk on Monday May 9, 2016 at 3:15 PM**

Instructions to Bidders

1 Intent

The intent of these specifications is to obtain a Contractor to replace the flooring in four [4] rooms at the Litchfield Center School. The Contractor shall have adequate insurance, licenses, staff, equipment, and materials for this project to start on August 1, 2016, and to insure completion no later than August 10, 2016.

All Bidders shall observe the following instruction and specifications:

2 General Provisions

Place of Opening: Office of First Selectman, 74 West Street, Litchfield, CT 06759

Time of Opening: Monday May 16, 2016 at 11:00 am

Bid Return Envelope: Bidders shall submit bids in an envelope clearly marked, with the bid title and opening date to prevent a sealed bid from being opened prior to the opening date. Any bid not so marked and opened by the Town shall be rejected. The following forms must be submitted:

- A Bid Schedule.
- B Hold Harmless Agreement and Supplemental Agreement.
- C Completed Projects and References.
- D Non Collusion Form.
- E Non Discrimination. Form.

3. Proposal Questions

Any questions pertaining to the scope of the work or content or procedure for submitting proposals should be directed to Len Fasano, Facilities Manager, by facsimile, e-mail, or letter to be received no later than May 12, 2016 1:00 pm. Any questions received after that date will not be answered. All contractors shall provide their e-mail addresses the questions will only be answered via e-mail. Contact information is as follows:

Len Fasano, Facilities Manager, Town of Litchfield
101 Russell Street
Litchfield, CT 06759
(860) 605-7897
(860) 567-7578 fax
Facilitiesmanager@townoflitchfield.org

4. Basis of Award

It is intended this Contract shall be awarded to the Bidder that best meets the needs of the Town of Litchfield with respect to qualifications, contractor's submitted start date and cost. Qualifications shall include the ability of the Contractor to complete all work within the stated time frame.

5. Notice of Award

The Town shall give notice of Acceptance of a bid to the successful bidder by mail to the Bidder's address stated in the bid. Individuals are invited to attend the Bid Opening, with official bid results pending notification of the successful bidder.

6. Award of Contract

The Town reserves the right to reject any and all bids for any reason the Town deems advisable, and to award contract or contracts to any Contractors bidding on the work, regardless of the amount of bid.

7. Bid Security

There is no bid bond or certified check required for this bid.

8. Performance; Labor and Material Bond

There is no Performance Bond or Certified Check required for this bid.

9. Scope of Work Change

The Town reserves the right to change the scope of the project after the bid is awarded, without penalty to the Town. All changes in scope will be issued in writing by the Director of Public Works or his designee.

10. Substitution of Named Brands

Should brand names appear in this bid, before bidding on any item considered equal to or better than a named item, the Bidder must get written approval from the Director of Public Works or his designee.

11. Price, Discounts, and Payment

Prices bid shall not include any taxes, Local, State, or Federal, as the Town is not liable. In addition to the price bid, each Bidder may quote binding discounts, which will be considered when making the award.

12. Delays

Contract time delays for completion of work shall be authorized in writing by the Director of Public Works or designee.

13. Liquidated Damages

The amount of two hundred dollars (\$200) is agreed upon as liquidated damages and shall be paid for every day the Contractor exceeds the allowable contract time for completion, August 10, 2016 this sum shall be paid by the Contractor to the Town or withheld from final payment to the Contractor. The contract time period must start with the Notice to Proceed from the Town of Litchfield.

14. Assignment of Contract

Contractor shall not sublet, sell, transfer, assign, or dispose of contract or any portion thereon or of right, title, or interest therein of obligations thereunder, without written consent of the Town.

15. Acceptance of Subcontractor

Submission of name of Subcontractor in proposal shall be deemed to constitute an acceptance by Contractor, if awarded contract of bid, of such Subcontractor. Any alteration therein, after award of contract, shall be subject to the approval of the Town.

16. Basis of Payment

Payment for this work shall be at the lump sum bid for work completed and accepted, except as noted herein and shall include all equipment, materials, labor, and tools incidental to the completion of this work.

17. Payments for Extra Work

Written notice of claims for extra work shall be given by Contractor within ten (10) days after receipt of written instruction from the Town as approved by the Director of Public Works to proceed with extra work and also before any work is commenced, except in emergency endangering life or property. No claim shall be valid unless so made. In all cases, Contractor's itemized sheet showing all labor and material must be submitted to the Director of Public Works. Town order for extra work shall specify any extension of contract time and one of the following methods of payment:

- A Unit Prices or combination of unit prices.
- B A lump sum based on Contractor's estimate accepted by owner and approved by the Director of Public Works or designee
- C Actual costs plus ten percent (10%) for overhead and profit.

18. Payment Requests, Retain age and Guarantee Period

Contractor must submit a payment request for payment once each month for work done and materials delivered and installed on the site. Each request for payment must be computed from work completed, less ten percent (10%) to be retained until expiration of the guarantee period, which is one (1) year from written acceptance of work.

19. Insurance

The contractor will file with the Town of Litchfield, the following evidence of insurance. Certificates must be on file with the Town before acceptance of Bid or work commences.

Workers Compensation

Coverage A: Statutory

Coverage B: Employers Liability:

| | |
|---------------------------|-----------------------|
| Bodily injury by accident | \$ 100,000 per person |
| Bodily injury by disease | \$ 100,000 per person |
| Bodily injury | \$ 500,000 aggregate |

Comprehensive Commercial Liability

| | |
|---------------------------------|------------------------|
| Bodily injury; General Limit | \$ 1,000,000 aggregate |
| Products/Completed Operations | \$ 1,000,000 aggregate |
| Personal and Advertising Injury | \$ 1,000,000 aggregate |
| Each Occurrence | \$ 1,000,000 aggregate |
| Fire Damage Limit | \$ 1,000,000 aggregate |
| Medical Expenses | \$ 100,000 per person |

Premises/Independent Contractors

Contractual/Completed Operations/Products

Contractual/Liability will be Broad Form

XCU (explosion/collapse/underground utilities)

Comprehensive Broad Form Liability endorsement or Equivalent

Broad Form property Damage Liability

Automobile Liability

| | |
|-----------------|------------------------|
| Bodily Injury | \$1,000,000 per person |
| Aggregate | \$1,000,000 per person |
| Property Damage | \$1,000,000 per person |

Coverage:

All owned/non owned/hired/borrowed

Contractual liability to be included

Contractors must name the Town of Litchfield as an additional named insured on all certificates. All policies will provide thirty (30) days' notice of cancellation as well as ten (10) days' notice of material change in the policies to the First Selectman's Office of the Town of Litchfield.

20. Environmental, Health and Safety Compliance

The contractor must comply with all local, state and federal environmental health and safety regulations. The contractor must submit a Health and Safety Plan to the Director of Public Works and copies of all Material safety Data Sheets for materials used during the project prior to commencing the project.

21. Permits

The contractor is responsible for obtaining all local, state and federal permits required for completion of the project. Copies of all permits will be submitted to the Director of Public Works prior to commencing work. In instances where the governing body waives a permit a copy of the communication in lieu of the permit.

22. Hold Harmless Agreement

The Contractor agrees to hold harmless the Town of Litchfield and its respective officers, agents, and employees from any loss, costs, damages, expenses, judgments, and liability whatsoever kind or nature howsoever the same may be caused resulting directly or indirectly by any act of omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable resulting in bodily injury including sickness and death, personal injury, or damage to property directly or indirectly, including the loss of use resulting therefrom as permitted by law. The Contractor will be required to sign the enclosed Hold Harmless Agreement prepared by the Town.

23. Supplemental Agreement

The Contractor named below is an independent contractor and neither the Contractor nor its employees nor the Contractor's Subcontractor(s) under any circumstances, will be considered servants or agents of the Town of Litchfield and the Town will be at no time legally responsible for any negligence or other wrong doing by the Contractor, its servants or agents or the Contractor's Subcontractor(s). The Town will not withhold from contract payments to the Contractor any Federal or State unemployment taxes, Federal or State Income Taxes, Social Security Tax, or any other amount for benefits to the Contractor. The lump sum or unit charges for service provided does not represent gross wages and further the Town will not provide the Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Town to its employees. The Contractor will be required to sign the enclosed Supplemental Agreement prepared by the Town.

24. Length of Contract

The Town of Litchfield is requesting bid proposals for the time period beginning May 18th, 2016 until August 10th, 2016 .The Town of Litchfield reserves the right to negotiate with the Contractor selected, additional periods beyond August 10th 2016 if deemed to be in the best interest of the Town.

A Mandatory Bid Walk shall be held on Monday May 9, 2016 starting at 3:15 p.m. at the 125 West Street, Litchfield, CT location

1 Scope of Work:

The intent of these specifications is to obtain a contractor to replace the flooring in four [4] rooms at the Litchfield Center School. The Contractor shall have adequate licenses, equipment, materials and certifications for this project to insure completion by no later than August 10, 2016. The Contractor will complete all necessary work in accordance with the contract plans and specifications. The Contractor is responsible to obtain necessary permits.

For the purpose of this bid, the rooms will be identified as the following:

1) Room 203

- Prep floor, to include moisture suppressant.
- Supply and install new sheet vinyl, Noraplan Sentica acoustic art 6520, with welded seams.
- Color grey
- Supply and install 6" black vinyl cove wall base.

2) Room 212

- Prep floor, to include moisture suppressant.
- Supply and install new sheet vinyl, Noraplan Sentica acoustic art 6520, with welded seams.
- Color grey
- Supply and install 6" black vinyl cove wall base.

3) Room 214

- Prep floor, to include moisture suppressant.
- Supply and install new sheet vinyl, Noraplan Sentica acoustic art 6520, with welded seams.
- Color grey
- Supply and install 6" black vinyl cove wall base.

4) Room 218

- Prep floor, to include moisture suppressant.
- Supply and install new sheet vinyl, Noraplan Sentica acoustic art 6520, with welded seams.
- Color grey
- Supply and install 6" black vinyl cove wall base.

2. Layout

- Prep Floor by removing and cleaning any remaining residues such as old adhesive or other materials that would not allow the new floor to lay flat.
- Fill in all divots using hydraulic cement patch.
- Install 3/16 “underlayment in all four rooms.
- Install new Flooring per manufacture specifications, cold welding all seams.
- Install new wall base vinyl cove per manufacturer specifications.

3. Materials:

- Norplan Senica acoustic art 6520 Grey vinyl.
- Wall Base vinyl cove black 6”
- Manufacture recommended adhesive and weld
- Other materials that may be needed for proper installation.
- If Needed the first layer will be Luan

4. Site Area

The Contractor shall maintain the site clean and free of debris and other hazards at all times. The site must be maintained at the end of each day free of debris and materials as this is an emergency response operation and responders may be called in at any time. Upon completion of the project the contractor is responsible for the disposal of all materials. The site shall be left clean, free of scrap materials and all other materials associated with the installation

5. Permits

The Contractor is responsible for all permits that may be required.

6. Contractor Employee Background Checks

It is the Litchfield Board of Education’s policy that all contractors performing work on school grounds while children are attending school have background checks. Therefore, background checks will be required for all employees that will be on school premises: Criminal Conviction Information and Department of Children and Families CPS Search

Bid Schedule
LCS Floor Replacement 2016
For
Town of Litchfield

Lump Sum Bid \$ _____

Written: _____ U. S. Dollars

Construction Start Date _____

** If a discrepancy the written word will prevail.

The undersigned is familiar with the conditions surrounding this call for bids, is aware that the Town reserves the right to reject any and all bids, and is submitting this bid without collusion with any other person, individual, or corporation.

Bidder _____

By _____

(Signature)

(Title)

Name – Typed _____

Date _____

Address _____

Phone _____

Fax _____

Email: _____



NON-COLLUSION AFFIDAVIT

(This affidavit must be signed and sworn to by the person signing bid)

AFFIDAVIT FOR INDIVIDUAL BIDDER

STATE OF _____

COUNTRY OF _____

_____ Being first duly sworn, deposes and says:
(Persons Name)

That they are the person who is the Bidder submitting the accompanying bid for Town Project, and that they, having read, understood, and agreed to all the terms and provisions thereof, signed this affidavit; and the accompanying bid; and that such bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named; and that said Bidder has not directly or indirectly, induced or solicited any other Bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding and that said Bidder has not in any manner sought by collusion to secure said Bidder any advantage over any other Bidder; and that said Bidder has not otherwise taken any action in restraint of free competitive bidding in connection with the subject bid.

Signed and sworn to before me this _____ day of _____, 20__

_____ My Commission expires _____
Notary Public
(Seal)

(Signature of named individual)



NON-COLLUSION AFFIDAVIT

(This affidavit must be signed and sworn to by the person signing bid)

AFFIDAVIT FOR CO-PARTNERSHIP BIDDER

STATE OF _____

COUNTRY OF _____

(Persons Names)

Each being first duly sworn, each deposes and each for themselves says: That they are a member of and that the persons listed above collectively compose the co-partnership firm designated as

_____ who is the Bidder submitting the

(Firm Name)

accompanying bid for Town Project, and that they, being duly authorized, signed this affidavit on behalf of said Bidder; and that such bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named; and that said Bidder has not directly or indirectly, induced or solicited any other Bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding and that said Bidder has not in any manner sought by collusion to secure said Bidder any advantage over any other Bidder; and that said Bidder has not otherwise taken any action in restraint of free competitive bidding in connection with the subject bid.

Signed and sworn to before me this _____ day of _____, 20__

My Commission expires _____

Notary Public
(Seal)

Signatures of Named Principals:



NON-COLLUSION AFFIDAVIT

(This affidavit must be signed and sworn to by the person signing bid)

AFFIDAVIT FOR CORPORATION BIDDER

STATE OF _____

COUNTRY OF _____

_____ Being first duly sworn, deposes and says:
(Persons Name)

That they are the _____ of the corporation who
(Official Title of Cooperate Officer or Agent)

Is the Bidder submitting the accompanying bid for Town Project, and that they, being duly authorized, signed this affidavit on behalf of said Bidder; and that such bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named; and that said Bidder has not directly or indirectly, induced or solicited any other Bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding and that said Bidder has not in any manner sought by collusion to secure said Bidder any advantage over any other Bidder; and that said Bidder has not otherwise taken any action in restraint of free competitive bidding in connection with the subject bid.

Signed and sworn to before me this _____ day of _____, 20__

_____ My Commission expires _____
Notary Public
(Seal)

(Signature of Cooperate Officer or Agent)



TOWN OF LITCHFIELD

NONDISCRIMINATION CERTIFICATION

Representation by Entity

Written representation that complies with the nondiscrimination agreements and warranties under the Connecticut General Statutes ss/ss 4a-60(a)(1) and 4a-60a(a)(1) as amended.

Instructions:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the Town of Litchfield, regardless of contract value. Submit to the awarding agency prior to contract execution.

Representation of an Entity:

I, _____, _____, of _____,
Authorized Signatory Title Name of Entity

An entity duly formed and existing under the laws of _____,
Name State of Commonwealth

Represent that I am authorized to execute and deliver this representation on behalf of

_____ and that _____ has a
Name of Entity Name of Entity

Policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes ss/ss 4a-60(a)(1) and 4a-60 (a) (1) as amended.

Authorized Signatory

Date

Printed Name