

## INVITATION TO BID

**Contractor Services Associated with:  
SAGE PARK MIDDLE SCHOOL  
ROOF REPLACEMENT PROJECT  
25 SAGE PARK ROAD  
Windsor, CT 06095**

**THIS IS A INVITATION FOR BIDS AND THE TOWN RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS, HIGH OR LOW, OR ANY PART THEREOF, TO WAIVE DEFECTS OR FORMALITIES IN SAME, OR TO ACCEPT AND NEGOTIATE WITH ANY BIDDER IT DEEMS TO BE IN THE TOWN OF WINDSOR'S BEST INTEREST.**

### **INTENT AND GENERAL INFORMATION**

The Town of Windsor solicits proposals from STATE OF CONNECTICUT LICENSED CONTRACTORS; to remove and properly dispose of all associated existing roof materials, properly remove and dispose of materials, furnish and install all materials, labor, and equipment related to the replacement roof installation of approximately 54,400 sq. ft. as per project drawings and specifications. RFP is posted on town website.

Bidders may obtain hard copies of complete sets of Bidding Documents available at **Advanced Reprographics upon a non-refundable payment to be advised at the time of order/pick-up for EACH SET.** Make check payable to **Advance Reprographics.** Go to [www.advancedrepro.net](http://www.advancedrepro.net) and click on "ACCESS OUR PLANROOM" on the bottom of the page and select "PUBLIC JOBS." Plans and specifications will be available for viewing and purchasing.

Addenda will be issued to all Bidders who have attended mandatory walkthrough by the Architect Tom Hibbard.

All work performed under contract between the Town of Windsor and the CONTRACTOR is required to be permitted and arranges ALL inspections by Windsor Building Officials. The CONTRACTOR is responsible for scheduling and documenting all inspections. Building permit fees waived except for State Educational Fund Fee.

**CHRO COMPLIANCE REGULATIONS APPLY TO THIS PROJECT.**

## SCOPE OF WORK

The selected CONTRACTOR will: remove properly dispose all existing roofing and any other materials, daily clean site to owners representatives satisfaction, properly remove and arrange disposal of materials. Furnish and install all materials, labor, and equipment as per all project drawings and specifications related to the replacement roof areas. Installation of approximately 54,400 sq. ft. new roofing in area's A, J, Q, V, and CC. Bid price to be complete lump sum price. All work to be performed at the Sage Park Middle School 25 Sage Park Road Windsor, CT. Detailed Scope of Work is contained in the Project Specification Books and Project Drawings.

## BID AND SUBMITTAL CONDITIONS:

### THE BIDS SHALL INCLUDE:

1. Bidders will submit two sets of their sealed bid on enclosed BID FORM.
2. A statement of staff availability and their experiences and backgrounds.
3. A list of any and all proposed subcontractors to be utilized on the project.
4. A projected time schedule of the work. It is expected that the work will begin in or around June 21, 2021 and be completed no later than August 31, 2021.
5. Bid security payable to the Town of Windsor in the form of a certified check or bid bond is required for five percent (5%) of the amount bid, issued by an acceptable surety on AIA document A311 or comparable legal bond form, and must accompany each bid.
6. The successful bidder shall provide using AIA documentation forms the following; Performance and Payment bond within ten days of notification of project award.

## SUBMISSION REQUIREMENTS

***Bids will be received at the Finance Department Windsor Town Hall Attn: James Bourke until Friday April 9, 2021 11:00 AM. Bids will be opened shortly after 11:00 am and broadcasted live on Windsor Town Web site. Instructions on how to view will be sent to all who participated in mandatory walkthrough. All bids must include Non-Collusion Affidavit Form to be accepted as valid.***

***James Bourke  
Director of Finance  
Town Hall  
275 Broad Street  
Windsor, CT 06095***

**A mandatory walkthrough is scheduled for Wednesday March 24, 2021 at 3:30 pm.** Enter school via main entrance assemble sign-in in cafeteria.

Proposals must be submitted by Friday April 9, 2021 11:00 AM.

The Contractors are advised the Town of Windsor reserves the right to accept or reject any or all bids, high or low. Or any part thereof, to waive defects or formalities in same, or to accept and negotiate with any bidder it deems to be in Windsor's best interests.

**CHRO COMPLIANCE REGULATIONS APPLY TO THIS PROJECT.  
Non-Discrimination and Affirmative Action Provisions**

(A)(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56.

(B) Any Contractor who is a party to a municipal public works contract or quasi-public agency project, where any such contract is valued at less than \$50,000 for each year of the contract, shall provide the Commission on Human Rights and Opportunities with a written or electronic representation that complies with the nondiscrimination agreement and warranty under subsection (A)(1) above, provided if there is any change in such representation, the Contractor shall provide the updated representation to the Commission not later than 30 days after such change. Any Contractor who is a party to a municipal public works contract or a quasi-public agency project, where any such contract is valued at \$50,000 or more for any year of the contract, shall provide the Commission with any one of the following: (1) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholder, managers, members or other governing body of such Contractor that complies with the nondiscrimination agreement and warranty under subsection (A)(1) of this section; (2) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such contractor if (a) the prior resolution is certified by a duly authorized corporate officer of such contractor to be in effect on the date the documentation is submitted, and the executive director of the Commission on Human Rights and Opportunities or designee certifies that the prior resolution complies with the nondiscrimination agreement and warranty under subdivision (A)(1) of this section; or (3) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the contractor complies with the nondiscrimination agreement and warranty under subdivision (A)(1) of this section and is in effect on the date the affidavit is signed..

(C) If the Contract is a municipal public works contract or a quasi-public agency project, the Contractor agrees and warrants that s/he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project. The Contractor shall include the provisions of subdivision (A)(1) of this section in every subcontract or purchase order entered into to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer, unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of

such direction by the Commission regarding a state contract, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(D) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements. Determination of the Contractor's good faith efforts shall include, but shall not be eliminated to, the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in municipal public works contracts or quasi-public agency projects. "Municipal public works project" means that portion of an agreement entered into on or after October 1, 2015, between any individual, firm or corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u, finance by the state funding in an amount equal to fifty thousand dollars or less. "Quasi-public agency project" means the construction, rehabilitation, conversion, extension, demolition or repair of a building or other changes or improvements in real property pursuant to a contract entered into on or after October 1, 2015, which is financed in whole or in part by a quasi-public agency using state funds, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

#### BID LANGUAGE (for DAS Contracting Portal Bid Notice)

This contract is subject to state contract compliance requirements, including non-discrimination statutes and set-aside requirements. State law requires a minimum of twenty-five (25%) percent of the state funded portion of the contract be set aside for

award to subcontractors holding current certification from the Connecticut Department of Administrative Services. The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

#### **BID NOTICE LANGUAGE (for print media)**

This contract is subject to state set-aside and contract compliance requirements. **BID LANGUAGE (for bid documents)** The contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services (“DAS”) under the provisions of CONN. GEN. STAT. § 4a-60g. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts and quasi-public agency projects, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities.

Forms can be found at: [http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806)

#### **TERMS AND CONDITIONS**

Unless otherwise modified, the following terms and conditions will apply to professional services rendered. Bids must be held firm and may not be withdrawn for ninety (90) days after the bid opening.

#### **Services to be Provided**

The Contractor shall provide services as set forth in their bid and in accordance with the terms identified herein. The services provided will be performed on behalf of and solely for the Town of Windsor and any information, tests, reports, correspondence, and conclusions shall not be released to other parties unless authorized by the Town of Windsor or in accordance with any applicable state or federal law.

#### **Billing and Payment**

The Town of Windsor will pay the Contractor for services performed in accordance with the signed Agreement. Invoices will be submitted periodically or upon completion of services rendered. The Town reserves the right to request substantiating information on any bill submitted. The Town will, within 10 days after approval by the Town's Public Building Commission of an invoice requesting payment, either indicate the approval of payment and process the invoice or indicate to the Contractor in writing, the reason for refusing to approve said invoice. In the later case, the Contractor will make the necessary corrections and resubmit the invoice. The Town will, within 30 days of an approved invoice, pay the amount to the Contractor.

### **Court Litigation and Waiver of Jury Trial**

Notwithstanding the existence of any provision for arbitration of disputes in the contract or any legislation providing for arbitration, any dispute arising under this contract shall not be submitted to arbitration and the parties shall be left to the remedies at law. It is further expressly agreed that both parties waive and relinquish their right to a trial by jury of any dispute arising out of this contract. The intent of the parties is not to have a jury decide any aspect of any dispute which may arise under this contract.

### **Mediation**

All claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be submitted to non-binding mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate its representative and shall meet at the Windsor Town Hall within ten (10) days after the service of notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

Should the parties themselves be unable to agree on a resolution of this dispute, and then the parties shall appoint a third party, who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Each party shall pay the fees and expenses of the party mediator and such costs shall be borne equally by both parties. Upon agreement of the parties, either party may waive the first step in the mediation process and appoint a mutually acceptable mediator.

Any third party mediator designated to serve in accordance with the provisions of the Agreement shall be disinterested and shall be qualified to evaluate the performance of both parties.

This process shall be considered as a condition precedent to moving to court.

## **Equitable Relief**

Nothing herein shall prevent either party from obtaining a court order enforcing the mediation process or such other temporary or equitable relief until such time that the dispute is settled or finally adjudicated.

## **Insurance**

The Contractor shall, after being awarded the Contract but prior to starting work, furnish Certificates of Insurance, including Automobile, Commercial General Liability, Professional Liability, Umbrella Liability, and Worker's Compensation insurance in the following amounts:

### **1. Commercial General Liability Insurance:**

The Contractor shall provide Commercial General Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate for bodily injury and property damage.

The CGL shall be written on ISO occurrence form CG 00 01 10 93 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract)

### **2. Commercial Automobile Liability Insurance**

The Contractor shall provide Commercial Automobile Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate, and shall include coverage for all owned, hired, and non-owned vehicles.

### **3. Worker's Compensation Insurance**

The Contractor shall provide Worker's Compensation Insurance in the required amount as applies to the State of Connecticut and Employers Liability Insurance as follows:

- Bodily Injury by Accident - \$100,000 each accident
- Bodily Injury by Disease - \$500,000 policy limit
- Bodily Injury by Disease - \$100,000 each employee

### **4. Umbrella Liability Insurance**

The Contractor shall provide Commercial Umbrella Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate for bodily injury and property damage.

### **5. Professional Liability Insurance**

The Contractor shall provide Professional Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate for bodily injury and property damage.

Each Policy of Insurance shall include a waiver of subrogation in favor of the Town of Windsor and shall provide no less than thirty- (30) days notice to the Town of Windsor in the event of a cancellation or change in conditions or amounts of coverage. The Commercial General Liability, Automobile, and Umbrella Liability shall name the Town of Windsor as an additional insured.

Certificates of Insurance, acceptable to the Town of Windsor shall be delivered to the Town of Windsor prior to the commencement of the work and kept in force throughout the term hereof.

The above insurance requirements shall also apply to all Subcontractors and the Contractor shall not allow any Subcontractors to commence work until the Subcontractors insurance has been so obtained and approved.

#### **USE OF CONTRACTOR'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS**

The drawings, specifications and other documents prepared by the Contractor for this Project shall be the joint property of the owner and the Contractor, provided, however, the rights of ownership shall be limited as follows:

(a) Contractor shall provide the owner with all equipment owners' manuals and documentations.

The Owner shall have the unlimited right to submit or distribute documents to meet official regulatory requirements or for similar purposes in connection with the project.

#### **PREVAILING WAGE AND PAYMENT BY GENERAL CONTRACTOR TO SUBCONTRACTOR**

In accordance with Section 31-53 of CGS, renovations less than \$100,000 are not subject to Prevailing Wage.

The General Contractor shall remain in accordance with Section 49-41a of CGS, Enforcement of payment by general contractor to subcontractor and by subcontractor to his subcontractors.



FORM OF NON-COLLUSIVE AFFIDAVIT

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says:

That he/she is, \_\_\_\_\_ the party making the foregoing proposal for bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not 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 affiant 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 Windsor, State of Connecticut, or any person interested in the proposed contract, and that all statements in said proposal for bid are true.

**Roof Replacement Project  
Sage Park Middle School  
25 Sage Park Road  
Windsor, CT 06095**

\_\_\_\_\_  
Signature (Signature should be notarized)

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Name of Company/Corporation

\_\_\_\_\_  
Date

Personally appeared \_\_\_\_\_, and acknowledged the same to be his free act and deed as such \_\_\_\_\_, and the free act and deed of said corporation before me.

In Witness Whereof, I hereunto set me hand and seal.

Notary Public  
My Commission Expires

AIA contract with the Town of Windsor, Owner of the property. **Non-Collusion Affidavit Form MUST be included with bid to be accepted.**

Receipt of Addenda: Receipt of the following Addenda (if any) is hereto acknowledged:

Addendum	Signature	Date
No. 1	_____	_____
No. 2	_____	_____
No. 3	_____	_____
No. 4	_____	_____