L E G A L N O T I C E

INVITATION to BID

The **Town of Brookfield** invites all interested parties to submit sealed bids on the following

Bid Due Date: March 06, 2018

Bid Due Time: 11:00 AM

Bid Item: Demolition of Modular Classrooms at Huckleberry Hill School
Non Mandatory Pre-Bid meeting 3/1/18 10am on location at
100 Candlewood Lake Rd, Brookfield CT 06804

Bid Number: BOE 18-07

Terms and conditions as well as the description of items being bid are stated in the specifications.

Specifications may be downloaded from the Town Web page at wwwbrookfieldct.gov from the Legal Notices / RFP's tab or from the State of CT. Bid Portal at http://das.ct.gov or contact Jerry Gay at 203-775-7613 or e-mail at gayj@brookfieldps.org.

The return bid envelope must be marked and addressed to the following:

TOWN OF BROOKFIELD
PURCHASING AGENT, Room 203
BID NUMBER: BOE 18-07 Demolition of Classrooms HHES
100 POCONO ROAD
BROOKFIELD, CT. 06804

Sealed Proposals must be received no later than the date and time stated above at the Purchasing Agents office on the second floor where they will be publicly opened and read aloud. Faxed or e-mailed proposals will not be accepted. The Town bears no responsibility for mis-directed envelopes that are incompletely labeled for Bid Number and/or Description. Such mis-directed envelopes may be declared late and not considered.

TOWN OF BROOKFIELD
CONNECTICUT

BOARD OF SELECTMAN

INSTRUCTIONS TO BIDDERS

The terms of Bidders/Proposers, Bids/Proposals, Projects and Specifications shall all be used generically and equally between Invitation to Bid (ITB), Requests for Proposals, Qualifications or Information, (RFP, RFQ, RFI). The Town of Brookfield shall be used generically and equally to include the Brookfield Public School District.

1. Submit proposals to the Purchasing Agent in a sealed envelope plainly marked with the bid number to identify this particular proposal no later than the date and time advertised. The town assumes no responsibility for mis-directed proposals, either externally or internally, that have incomplete information on the exterior envelope and such mis-directed envelopes may, at the Towns discretion, be declared late and not opened or considered.

2. Withdrawals of or amendments to proposals received later than the time and date specified for bid opening will not be considered.

3. The Board of Selectman of the Town of Brookfield reserves the right to accept or reject any or all options, bids or proposals; to waive any technicality in any bid or part thereof, and to accept any bid deemed to be in the best interest of the Town of Brookfield, Connecticut.

4. Bids shall be opened in public at the stated closing date and time. Bidders may be present at the opening of bids. All submitted materials and documents are subject to the CT FOIA laws with exceptions very limited as listed in the FOIA law and regulations. The Town of Brookfield shall comply fully with all lawful FOIA requests as per the FOIA requirements.

5. Bids may be held by the Town of Brookfield for a period not to exceed sixty (60) days from the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders prior to the awarding of the contract.

6. All instructions, general conditions and detail specifications of this request for offers shall be incorporated by reference into any contract or agreement, simply upon notice of an award.

7. **Insurance requirements**, if any, should be submitted with the bid. This includes any Hold Harmless requirements as well as Certificates of Insurance, if required, for the full amounts specified. Professional Liability insurance may be required for professional firms performing services.

   Unauthorized changes to these forms, i.e. adding, striking out and/or changing any words, language or limits without prior authorization **may cause the bidder to be disqualified**.

   Please Note : Certificates of Insurance, if required, **MUST** name the Town of Brookfield and Brookfield Public Schools as "**Additional Insured"**. Failure to do so may mean disqualification from the Bid or Proposal.

8. **Prevailing Wage** : This work is NOT subject to the State of Connecticut's Prevailing Wage rates.

9. **SBE/MBE Set Aside provisions** : This work is NOT subject to the State of CT. CHRO set aside program and contract provisions.

10. **DAS Prequalification** : This work does NOT require State of Connecticut DAS Contractor Prequalification.

11. **Permits** : It is the contractors responsibility to obtain all necessary permits prior to the start of work. All construction work shall adhere to the latest editions of the applicable State and Local standards as such shall apply for the work being performed.

12. **Sales Tax** : The Town of Brookfield is exempt from all State of Connecticut Sales and Use tax and a CT Certificate 134 will be issued and such tax shall not be included as part of the bid proposal.

13. **Emergency Work** : This provision shall NOT be required for this work: The Contractor shall file with the Town Engineer/BOE Facilities Director an after hours telephone number of a person authorized with the firm who may be contacted regarding emergency work at the job site that may be required during non working hours for reasons of public safety or to protect property from further damage's. The person shall be readily available and have full authority to deal with any emergency that may occur to mitigate further issues.

14. **Bonds** : A Payment and Performance Bond is NOT required for this work. If required, the Bond must be in the form of a surety bond of a type satisfactory to the Town of Brookfield. All sureties must be listed on the most recent IRS circular 570. The Bond shall be delivered to the Town Finance Office prior to commencing work.

15. **Bid Bond**: A Bid Bond is NOT required in the amount of 0% of the base bid in a format required for both the payment and performance bonds is required.

16. **Contractors Qualification Statement** ; The contractors qualification/reference statement shall be filled out as part of the bid proposal package, unless the contractor has performed work for the Town or School District within the past five (5) years. The references and experience listed therein, or of past performance, may be one of the determining factors in awarding the bid or proposal.

17. **Hold Harmless Agreement** : Bidders shall sign and return the Hold Harmless agreement in order for the proposal to be considered complete and valid.

18. **Project Location** : The work shall be performed at Huckleberry Elementary School at 100 Candlewood Lake Road , Brookfield CT 06804.

19. **Time of Completion** : The items must be delivered and work completed within the dates specified.

20. **Pre-Bid Meeting** : A NON Mandatory Pre-Bid meeting has been scheduled for Thursday March 1 10:00am on location.

21. **Questions** : Questions shall be directed to Jerry Gay, Purchasing Agent at 203-775-7613 or gayj@brookfieldps.org

22. **Bid Submissions** : The following items shall be submitted for a bid to be considered complete :

    (a) Executed Hold Harmless
    (b) Certificate of Insurance naming the Town and Schools as Additional Insured
    (c) Contractors Qualification Statement, unless waived of past performance within 5years
    (d) Proposal Price for items requested, either on price sheet or on Firm Letterhead

Purchasing Department, Town of Brookfield,100 Pocono Road, Brookfield, CT. 06804
Ph : 203-775-7613 E-mail: gayj@brookfieldps.org Fax 203-740-3192

APPENDIX - INSURANCE REQUIREMENTS

Each bidder and/or Contractor shall comply with the following Insurance Obligations :
Bidder / Contractor shall at all times carry and maintain at the bidder/contractors sole expense, on all operations hereunder, the following insurance **with the Town of Brookfield and Brookfield Public Schools being expressly and explicitly named and listed as an Additional Insured :**

The Certificate of Insurance for the Limits of Liability stated below should be submitted with your bid or proposal or e-mailed to the Purchasing Department (or receiving Dept) at Town Hall. **Bidders may not perform any work until all insurance requirements are met.**

1. **A Comprehensive General Liability Insurance** as will protect him, the Town, and any subcontractor performing work covered by this Contract, from claims for damages for personal injury, including accidental or wrongful death, as well as claims for property damages, which may arise from operations under this Contract whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. Liability insurance shall include premises and operations, products, contractual, owners, and contractors protective. The minimum amounts of such insurance shall be as follows:

   - Bodily Injury Liability and Property Damage Liability:
     $1,000,000 each occurrence.

   - **The Town shall be named as an Additional Insured**
     This **MUST** be stated explicitly on the Certificate or you may be **Disqualified**

2. **Worker's Compensation Insurance and Employer's Liability** for all of his employees, employed at the site and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all employees of the later unless such employees are covered by the protection afforded by the Contractor.

   - Worker's Compensation and Employer Liability:
     Statutory Limits

3. **Comprehensive Auto Liability Insurance**:

   - Bodily Injury Insurance and Property Damage Insurance covering the operation of all Motor Vehicles owned, hired and/or non-owned by the Contractor, or used by the Contractor in the Prosecution of the work under the Contract, shall be in the minimum of **$1,000,000 each occurrence.**

All policies relating to this Contract shall be so written so that the Town shall be notified of cancellation or change at least thirty (30) days prior to the effective date for each policy and type of coverage except for nonpayment which shall be ten (10) days prior to the cancellation. Renewal certificate covering the renewal of all policies expiring during the life of the Contract shall be filed with the Town not less than ten (10) days before the expiration of such policies. Failure to due so will result in work stoppage and possible contract cancellation.

Agents may E-Mail Certificates to : gayj@brookfield ps.org

APPENDIX - HOLD HARMLESS AGREEMENT

To be signed, notarized and returned with the proposal

To the fullest extent permitted by law, the undersigned Contractor shall defend, indemnify and Hold Harmless the Town of Brookfield, it's affiliated entities, and their employees and agents (collectively "the indemnified parties") , with respect to all losses, damages, fines, penalties, costs and expenses and liabilities, including, but not limited to, costs and expenses of defending against any of the foregoing, arising from any claim, suit or action in which it is alleged or determined that any injury to or death of any person, or damage or destruction to the property of any person caused, in whole or part by : (i) the acts or omissions, whether negligent, willful or otherwise, of Contractor, it's employees or agents; (ii) the violation of any statute, rule, ordinance or regulation, by Contractor, it's employees or agents; or (iii) Contractors agents or employees performance of, non-performance of, or failure to properly perform, its obligations and duties under this contract.

The forgoing obligations to defend and indemnify shall apply regardless of any allegation or determination that an Indemnified Party caused or contributed to, or was liable for, in whole or in part, the death, injuries or damages alleged. Contractor hereby acknowledges its assumption of full and complete responsibility and liability for losses, claims, suits, actions, damages, fines, penalties, costs, expenses and liabilities arising from any of the causes listed herein above, even in cases where the contractors assumption of such responsibility and liability involves the defense and indemnification of an Indemnified Party from the consequences of it's own alleged negligence. Contractor hereby agrees that no condition precedent to it's obligations to defend and indemnify stated herein, whether by way of notice or otherwise, exists or shall constitute a defense to such obligations.

The Contractor shall comply with the Provisions of the Immigration Reform and Control Act of 1986 effective and enforceable as of June 6, 1987 which Act makes unlawful the hiring for employment or subcontracting individuals failing to provide documentation of legal eligibility to work in the United States. The Contractor shall hold the Town of Brookfield harmless for the failure of the Contractor to comply with the provisions of said Act.

IN WITNESS WHEREOF, the parties hereto have set their

hand and seal this the _____
Date

_____
Printed Company Business Name

Signed, Sealed and Delivered in the Presence of:

Signed:

_____ _____ _____
Signed, Authorized Company Representative Printed Name

_____ _____
Notary Public Printed Name, Authorized Representative

Town of Brookfield – SPECIMEN DRAFT CONTRACT

This Agreement made as of the _____ day of _____ the year 2018 by and between the Town of Brookfield, 100 Pocono Road, Brookfield, Connecticut, 06804 (herein after called the Owner), and

_____, doing business at

_____, (herein after called the Contractor).

Witnesseth that the Owner and the Contractor in consideration of the mutual covenants herein after set forth, agree as follows:

Article 1. Work:

The contractor will perform all work as shown in the Contract Documents for the completion of the Project generally described as follows:

Demolition of Modular Classrooms at Huckleberry Hill Elementary School

The work to be done consists of the furnishing of all labor, materials, tools, equipment and resources necessary to perform the project as shown on the plans and as described in the specifications labeled as BoE 18-07 Demolition of Modular Classrooms at Huckleberry Hill Elementary School

Article 2. Owners Representative:

Dan Caldwell, School Facilities Director, will act as the Owners Representative for the Town and Board of Education in connection with approvals and completion of the Project in accordance with the Contract Documents.

Article 3. Contract Time:

The work shall be started on or about April 13, 2018 and shall be completed (or continue thru to) and be fully completed and operational, including all testing, certifications, approvals and licenses as required, no later than April 22, 2018 .

Article 4. Contract Price:

_____ as per Quote/Proposal _____ dated / / . The Owner will pay the Contractor for performance of the Work and completion of the Project in accordance with the Contract Documents and all Specifications subject to adjustment by authorized modifications as provided therein in current funds as follows:

Upon satisfactory completion of work and invoicing.

Article 5. Progress and Final Payments:

The Owner will make progress or contract payments on account of the Contract Price as provided in the General Conditions and Contract Documents and as applied for. Progress and final payments will be on the basis of the Contractor's application for payment as approved by the Owners Representative. Unless otherwise listed and superseded in the bid specifications, at the Towns discretion a 5% retainage may be withheld pending final confirmation of a fully completed project that is fully accepted by the Owner, at which time such retainage, if any, shall be paid within 30 days.

Article 6. Contract Documents:

The Contract Documents which comprise the contract between the Owner and the Contractor are attached hereto and are made a part hereof and consist of the following as appropriate, provided and available:

A This agreement

B. Exhibits to this Agreement

C. Contractor's Bid Proposal, Certificate of Insurance, Hold Harmless Agreement.

D. Contractors Proposal _____dated ____/____/____

E. Bid Specifications _____ labeled as _____

F. Drawings and plans as referenced by the Specifications or attached hereto

G. Addenda numbers: _____

H. Any modifications, including change orders, duly executed and delivered after execution of this agreement.

Article 7. Miscellaneous:

A. Terms used in this Agreement which are defined in the Specifications shall have the meanings as indicated.

B. Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents and, specifically, the Contractor shall not assign any moneys due or to become due without the prior written consent of the Owner.

C. The Owner and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect of all covenants, agreements and obligations contained in the Contract Documents.

D. The Contract Documents constitute the entire agreement between the Owner and the Contractor and may only be altered, amended or repealed by a duly executed written instrument.

In witness whereof, the said parties hereto have caused this instrument to be signed by their respective duly constituted officers, attested, and sealed pursuant to proper resolutions.

Signed and sealed in the presence of:

_____

Town of Brookfield, Signed

By : _____

Town of Brookfield, Printed

Date_____

_____

Contractor, Signed

By_____

Contractor, Printed

Date_____

Supplemental General Terms and Conditions and General Cotract Provisions for Bidders

By submitting a proposal, ALL these terms and conditions are agreed upon and shall become part of any contract or agreement, formal, informal or verbal, and are binding upon notice of an acceptance by the Town of a proposal.

The terms of Bidders/Proposers, Bids/Proposals, Projects and Specifications and similar terms shall all be used generically and equally between Invitation to Bid (ITB), Requests for Proposals, Qualifications or Information, (RFP, RFQ, RFI). The Town of Brookfield shall be used generically and equally to also include the Brookfield School Public School District when warranted.

1. PREPARATION OF PROPOSALS

Proposals must be made upon forms contained herein or as directed elsewhere, unless no forms are provided or it is stated otherwise. The blank spaces in the Proposal (if a blank proposal sheet is included) must be filled in correctly where indicated. The Bidder must state the prices for which he proposes to do each item of the work contemplated. In case of discrepancy where both words and the numerals are requested, the words shall govern. Ditto marks are not considered writing or printing and shall not be used. The Bidder shall sign his Proposal correctly. If the Proposal is made by an individual, his name, post office addresses and telephone number must be shown. If made by a firm, partnership, or corporation, the Proposal must be signed by an official of the firm, partnership, or corporation authorized to sign and bind the firm into contracts, and must show the post office address and telephone number of the firm, partnership, or corporation. Failure to do so may disqualify the bid.

Each bid or proposal must be submitted in a sealed envelope bearing on the outside the name of the Bidder, post office address, bid number, and name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to: Brookfield Town Hall, Purchasing Agent, Room 203, 100 Pocono Road, Brookfield, CT. 06804, and must be received in time to be delivered to the Purchasing Agent via normal mail delivery procedures, both internal and external.

All information shall be entered in ink or by typewriter. Mistakes may be crossed out and corrections inserted before submission of your bid. The person signing the bid shall initial corrections in ink. Corrections and/or modifications received after the closing time specified will not be accepted.

2. SUBMISSION OF PROPOSAL and FOIA

Descriptive literature containing complete specifications must accompany each bid. If a bidder wishes to furnish additional information, more sheets may be added.

Bids shall be submitted in a sealed envelope package to the Purchasing Agent, Room, 203 at 100 Pocono Road, Brookfield CT 06804 no later than the date and time specified for the closing. The Town assumes no responsibility for proposal envelopes or packages that may be misdirected due to incomplete information on the outside of the delivery package (FedX/USPS/UPS) and such misdirected proposal may, at the Towns discretion, be declared late to the Purchasing Director and not opened or considered. Late bids and proposals will not be accepted, opened or considered. Faxed or emailed bids will not be considered. Bids will be publicly opened at the closing date and time with the bidders name and price(s) read aloud. All submitted materials and documents are subject to the CT FOIA laws with exceptions very limited as listed in the FOIA law and regulations. The Town of Brookfield shall comply fully with all lawful FOIA requests as per the FOIA requirements.

3. INCURRING COSTS

The Town of Brookfield is not liable for any cost incurred for the preparation of proposals or submission of samples by the firms submitting proposals for the work requested in this bid document or request for proposals.

4. FAMILIARITY WITH THE WORK

Each bidder is considered to have examined the work, location, project or specifications to fully acquaint him with the exact existing conditions relating to the work and has fully informed himself as to the work and effort required and involved and the difficulties and restrictions in attending to the performance of this bid. The submission of a bid shall be considered as conclusive evidence that the bidder has made such an examination.

5. CONSIDERATION OF PRIOR SERVICE

Previous performance, quality of service and merchandise will be considered, as appropriate.

6. ADDENDA AND INTERPRETATIONS & ALTERNATE PROPOSALS

At the time of the opening of bids each bidder will be presumed to have inspected the work and to have read and to be thoroughly familiar with all of the Contract Documents(including all addenda) as issued, if sample Contract Documents have been included. The failure oromission of any bidder to receive or examine any form, instruction or document shall inno way relieve any bidder from any obligation in respect to his bid.

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of these specifications, he may submit a written request for an interpretation to the Purchasing Agent. No interpretations as to the meaning of the plans, specifications or other Contract Documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to the Town of Brookfield, Purchasing Agent, 100 Pocono Road, Brookfield, CT. 06804. To be given consideration, requests must be received at least five (5) days prior to the date fixed for the opening of Bids/Proposals. Any and all such interpretations and any supplementary instructions will be in the form of written Addenda to the Specifications which, if issued, shall be posted on the Town and State purchasing sites with the Bid Documents. Failure of any bidder to receive anysuch Addendum or interpretations shall not relieve any bidder from any obligations under his bid as submitted. All Addenda so issued shall become part of the Contract Documents. Oral explanations will not be binding on the Town.

The specifications listed are to be interpreted as meaning the minimum acceptable by the Town of Brookfield. Bidders are requested to submit quotations on the basis of thesespecifications. Alternative bids providing a broader scope and/or services than requestedin these specifications may receive consideration providing such equipment and/or service is clearly explained and will be at the sole discretion of the Town of Brookfield as to what is in it's best interest. Any exceptions to the specifications requested herein must be clearly noted inwriting and are to be included as a part of your bid proposal. If noneare included it will be assumed that there are none.

Definition of the word "complete" means that each unit of the equipment proposed shall include all appurtenances, fasteners, parts, accessories, and services ordinarily catalogued.

An item equal to (or better than) that named or described in the specifications may be furnished by the Bidder, except where expressly noted as "no substitutions." The naming of any commercial name, trademark, or other identification shall not be construed to excludeany item of any manufacturer not mentioned by name, nor limit competition, but shall establish a standard of equality only. An item shall be considered Or Equal to the item so named or described if:

a. Itis at least equal in quality, durability, appearance, strength and design.
b. It will perform at least equally the function imposed by the design for the work being contracted for orthe material being purchased.
c. It conforms substantially, even with deviations, to the detailedrequirements for the item in the specifications.

The Bidder shall hold the Town of Brookfield, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted or un-copyrighted compositions, secret process, patented or unpatented inventions, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense, any and all actions brought against the Town of Brookfield or himself because of the unauthorized use of such articles.

7. QUOTATION LIMITATION

Bidders shall offer only **ONE ITEM AND PRICE** for each line item bid. If an Or-Equal item is to be bid, the bidder is to select the brand and model that meets or exceeds the specified item, and submit his bid for that item.

8. ESTIMATE OF WORK

For bidding purposes, the work may have been subdivided into unit price items. The quantities shown are to be considered as approximate only. The Town and Purchasing Agent does not expressly or by implication agree that the

actual quantity will correspond therewith, but reserves the right to increase or decrease the amount of any item or portion of the work as deemed necessary.

9. SAMPLES

Samples of articles, when required, shall be furnished free of cost of any sort to the Town of Brookfield. Samples received may be retained by the Town for future comparison. Samples which are not destroyed by testing, or which are not retained for future comparison will be returned upon request at the bidder's expense.

10. WITHDRAWAL OF BID

Bidders may withdraw their proposals at any time prior to the bid closing date and time. No agent/broker shall withdraw or cancel their proposal for a period of sixty (60) days after the bid closing date and time. The successful agent/broker shall not withdraw, cancel or modify their proposal.

11. POWER OF ATTORNEY

Attorneys-in-fact who sign contract bonds must file, with each bond, a certified and effectively dated copy of their power of attorney

12. SUBCONTRACTORS :

Each bidder contemplating the use of any subcontractor shall, if requested and required, submit a list of subcontractors as listed on the Bid Form or attach as necessary. The apparent low bidder, if requested, shall file with the Town of Brookfield, within five (5) days after the date of bid opening, a complete list of the names and addresses of competent, responsible and qualified subcontractors who are actually to perform major portions of the work. This in no way restricts or limits the requirement that all subcontractors must be approved by the Town. Subcontractors listed on the Bid Form or those previously approved may not be changed without the approval of the Town of Brookfield. Local subcontractors, material suppliers, and labor in the Town of Brookfield should be considered and sought insofar, as is practical in the performance of this project. The bidder shall certify on progress payments that Sub Contractor(s) shall be paid at the same percentage for work performed as part of the progress payment and shall be paid in full within a reasonable time of final payment. Failure to pay subcontractors may be a factor in qualification for future work.

13. QUALIFICATION OF BIDDER

In determining the qualifications of a bidder, the Town may consider his record in the performance of any contracts for similar work into which he may have previously entered; and the Town expressly reserves the right to reject the bid of such bidder if such record discloses that such bidder, in the opinion of the Town, has not properly performed such contracts or has habitually, and without just cause, neglected the payment of bills or has otherwise disregarded his obligations to subcontractors, suppliers, state or local codes, men or employees of subcontractors. The Town may make such investigation as he deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by or the investigation of such bidder fails to satisfy the Town that such bidder is properly qualified, or that such bidder misrepresented material facts in the bid documents. Qualified Bidders shall be current with any and all taxes, fees along with any and all other payments owed to the Town of Brookfield or it's related entities.

14. DISQUALIFICATION OF BIDDERS

More than one proposal from an individual, firm, partnership, corporation, or an association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such Bidder is interested. Any or all proposals in which such Bidder is interested will be rejected if there is reason for believing that collusion exists among the Bidders and all participants in such collusion will not be considered in future proposals for the same work. Proposals in which the individual prices are obviously unbalanced may be rejected. No Contract will be awarded except to competent Bidders capable of performing the class of work contemplated.

15. DELIVERY

Inasmuch as this work concerns a needed public improvement or goods or service, the provisions of this bid relating to

the time of delivery, performance and completion of the work are of the essence of this bid. Accordingly, the successful bidder shall commence work upon receipt of the signed Purchase Order unless the Town shall authorize or direct a further delay. Time of delivery shall be stated as the number of calendar days following receipt of the Purchase Order by the Bidder to receipt of the goods or services by the Town of Brookfield. Prices quoted must include delivery to the Town of Brookfield as specified on the Purchase Order. No additional charges will be allowed for parking, crating, freight, express or cartage unless specifically stated and included in this bid.
Time of delivery may be considered in the award.

16. PAYMENT

The Town, after inspection and acceptance of the goods and/or workmanship, and in consideration of the faithful performance by the Bidder of all and singular his covenants, promises, and agreements contained herein, agrees to pay the Bidder for the full completion by him of the work embraced in this Contract, within (30) Thirty Days of the receipt of the final invoice. When subcontractors or suppliers are utilized, the successful Bidder for this project may be required to submit a Mechanics Lien Waiver, acceptable to the Town, with each progress payment and/or at time of final payment prior to any payment being made.

Time, in connection with any discount offered, will be computed from the date of delivery to the Town or from the date a correct invoice is received by the Town's Finance Department if the latter date is later than the date of delivery. Prices will be consideredas **NET,** if no cash or payment discount is shown.

Unless otherwise instructed, the successful bidder shall submit invoices, to the following:

Town of Brookfield
Office of the Purchasing Agent
Room 203
100 Pocono Road
Brookfield, CT 06804

IT IS UNDERSTOOD AND AGREED THAT SHOULD A BID/RFP PROPOSAL BE ACCEPTED THE DETAIL BID SPECIFICATIONS INCLUDING THE INSTRUCTIONS TO BIDDERS AND THE GENERAL TERMS AND CONDITIONS AND THE SUBMITTED PROPOSAL SHALL ALL AUTOMATICALLY BY THIS REFERENCE BECOME PART OF THE PURCHASE ORDER, CONTRACT, AGREEMENT OR AN ADDENDUM TO ANY CONTRACT AGREED UPON.

Notification of the bid award will be made by issuance of a purchase order which will be evidence of a formal contract of award. Bidders are to list their bids on the appropriate attached sheets, if included. Bidders may attach a letter of explanation. A dear notification should be made on the standard bid sheets at the appropriate point of explanation that there is a letter of explanation attached. All bids must be NET prices.

The successful bidder shall submit an itemized invoice to the Town of Brookfield for the work as described herein.

The bidder may be required to submit a Mechanics Lien Waiver, acceptable to the Town of Brookfield, with each progress payment and at time of final payment prior to any payment being made, unless waived.
At the time of award the successful bidder may be required to supply the Town of Brookfield a Certificate of Good Standing, certifying that the corporation is in fact a valid Corporation, Partnership, LLC or Sole Proprietorship and presently licensed to conduct business in the State of Connecticut as per all applicable law or regulations for the work being performed.

17. SALES TAX

Certain materials and supplies incorporated in the work of this project are exempt from Connecticut Sales Tax. The Bidder shall familiarize himself with current regulations of the State Tax Department. The tax on materials or supplies exempted by such regulations shall not be included as part of the bid. The Town will furnish the successful Bidder with a

valid Certificate 134 sales tax exemption for Municipal Government.

18. CARE AND PROTECTION OF PROPERTY

The Bidder shall take particular care to avoid damages to all private and public property and to private or public improvements within the Town's right of way. Bidder shall make good any damages to the satisfaction of the Town. There shall be no additional compensation for the repair or restoration of private or public property improvements.

19. COMPLIANCE WITH FEDERAL, STATE AND LOCAL CODES

The Bidder shall be responsible for full compliance with any and all Federal, State and/or Local codes, laws, regulations and standards, as applicable, including all OSHA regulations as applicable, for the work and goods or services being provided.

20. AWARD

The Town of Brookfield reserves the right to accept or reject any bid to best serve in its interests, or to hold the bids for sixty (60) days before decision. .

The Town reserves the right to reject any and all bids (or any part thereof), to waive defects in proposals, or to accept any proposal deemed to be in its best interest.

The Town will make it's award to either the lowest responsive, responsible bidder or to what it considers to be the Best Value for serving in the Towns best interest.

Exceptions may be considered to the specification provided, providing they are listed and fully explained on a separate page entitled "EXCEPTIONS TO SPECIFICATIONS"

Each exception will be considered as to its degree of impact and total effect on the bid. The purchaser shall determine which (if any taken) exceptions are acceptable, and this determination shall be final.

The Town of Brookfield and BoS reserves the right:

a. To award bids received on the basis of individual items, or groups of items, or on the entire list of items.
b. To reject any or all bids, or any part thereof.
c. To waive any informality in the bids.
d. To accept the bid that is in the best interest of the Town of Brookfield. The Purchasing Agent's decision shall be final.

21. INSURANCE

Insurance requirements, if required, are detailed under the attached "Insurance Requirements." Certificates of Insurance naming the Town and/or the Brookfield Public Schools as Additional Insured must be provided prior to any work commencing or deliveries made. Continuance Certificates must be submitted for work that continues past the current policy periods.

22. GUARANTEE

The bidder shall unconditionally guarantee for a period of one (1) year, except as specifically noted within these documents, from the date of acceptance, all materials,supplies, equipment, and services; including but not limited to its workmanship, deliveryand installation. If within the guarantee period there are any defects or signs of deterioration the bidder shall repair, adjust or replace the item(s) to the completesatisfaction of the Town. These repairs, adjustments, or replacements are at the soleexpense of the bidder and shall be made at such times that are agreeable to the PurchasingAgent, Town and BOE so that it is least detrimental to instructional or other programs.

23. PERMITS

When required all licenses and permits for complying with any and all applicable Federal, State, and Municipal laws, codes, regulations in connection with the performance of the work shall be obtained by the Bidder, at no additional cost to the Town. At the Towns sole discretion, Town permit fees, but not the permit, may be waived.

24. OSHA

Bidders shall perform all work according to applicable OSHA Standards and regulations, as may apply

25. NONDISCRIMINATION IN EMPLOYMENT

The successful bidder shall agree and warrant that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, sex, religion, or national origin in any manner prohibited by State, Federal, County, or Municipal law. A certification of Non-segregated Facilities and a Certification Regarding Equal Employment Opportunity shall be considered a part of this contract

26. MECHANICS LIEN WAIVERS

The successful Bidder may be required to submit a Mechanics Lien Waiver, acceptable to the Town of Brookfield, with each progress payment, and/or at time of final payment, prior to any payment made.

27. MANUFACTURERS SPECIFICATIONS

All work shall be performed to manufacturer's specifications in such a manner as to fully protect all warranties and guarantees. Certified and trained personal shall be used, at the bidders expense, where directed by the manufacturer. All work shall fully conform to the manufacturers specifications. Any and all costs by failure to follow manufacturer's specifications shall be fully born by the bidder, including all consequences including loss of warranties and guaranties.

28. CONTRACT

The attached SAMPLE contract is expected to be executed by both parties upon receipt of a satisfactory proposal package with all required documents and notice of award.

29. NON-COLLUSION CERTIFICATION

The Proposer hereby states and certifies that **by submitting a signed proposal**, that the submitted proposal is genuine and is not a collusive or sham proposal. The Proposer certifies that the officers, owners, agents representatives, employee's or any party of interest has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer firm or person to submit a collusive or sham bid, in connection with the contract for which the attached proposal has been submitted or refrain from bidding in connection with such contract or has in any manner directly or indirectly sought agreement or collusion or communications or conference with any other Proposer, firm or person to fix the price(s), overhead, profit, or cost elements of the proposal price or the proposal price of any other Proposer, or to secure though collusion, conspiracy, connivance, or unlawful agreement any advantage against the Town of Brookfield or any person interested in the proposed contract. The Proposer certifies that the prices quoted are fair and proper and are not tainted in any way by collusive, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, officers, owners, employee's or representatives. The Proposer certifies that no officer or employee or any person whose salary is payable in whole or in part from the Town of Brookfield, or the Brookfield Public Schools, is directly or indirectly interested in the proposal, or in the supplies, materials, equipment, work or labor to which it relates or in any of the profits therof.

Town of Brookfield Public Schools
100 Pocono Road, Brookfield CT 06804
Bid BOE 18-07 Demolition of Modular Classrooms

Due: March 06, 2018 at 11am at the Office of the Purchasing Director, Room 203, 2nd floor

The Town of Brookfield Public Schools is requesting sealed bid proposals from qualified bidders interested in providing and delivering all materials and labor necessary to Demolish Modular Classrooms located at the Huckleberry Hill Elementary School with work to be performed during the April Vacation of starting the aft of 4/13/18 and completion and safe environment for students by start of school the morning of 4/23/18.

Huckleberry Hill Elementary School Modular Building Demolition and Site Restoration - Invitation to Bid BOE 18-07

Pre-Bid meeting & Site Visit : 3/1/18 at 10am at 100 Candlewood Lake road, Brookfield, CT 06804
A Non Mandatory pre-bid meeting has been scheduled for Thursday March 1, 2018 on location to review the scope of work. While non-mandatory, contractors are encouraged to review the actual conditions, time lines expected and scope of work that will be expected. Additional times to inspect are not planned at this time.

Scope of Work
Brookfield Public Schools is accepting bids for demolition of existing modular classrooms and site restoration.

Location of Work:
Work site is located at 100 Candlewood Lake Road, Brookfield CT 06804.

Projected construction date(s):
It is the intent of BPS to start and complete all work between April 13, 2018 and April 22, 2018. Coordination is key in this project so that it will start and be substantially completed before students return to class on April 23, 2018. If the accepted bidder cannot meet these time restraints, Brookfield Public Schools reserves the right to defer the project until June 18, 2018.

Demolition
Contractor will provide all material, labor and accessories to:

1. Visually inspect and examine the building and premises for hazardous material other than what is included in the contract.
2. Provide a safety area around the work area.
3. Contractor shall be responsible for soil and erosion control including silt fence installed as required
4. Contractor shall be responsible for removing and legally disposing of all debris off site.
5. Contractor shall completely remove existing modular buildings, including canopies, ramps, stairs, porches, foundation walls, concrete piers, slabs or any other attachments above or below grade.
6. Contractor shall properly and effectively terminate waste and water connections and protect remaining utilities throughout the duration of the project..

7. Contractor shall be responsible for keeping the school parking lot, work area and driveway clear of mud, dirt and debris being tracked by trucks or construction equipment.

8. Contractor shall remove building materials including but not limited to roofing material, flashing, framing, siding, paint and construction adhesives from the remaining structure.

9. Contractor shall seal and patch all holes and divots due to removals in exposed surfaces that are to remain, Patching shall be compatible with remaining material and similar in appearance.

10. Contractor shall obtain CBYD ticket prior to commencement of work.

11. Contractor shall restore the site as per specifications in Site Restoration.

Site Restoration

Contractor shall provide all material, labor and accessories to:

1. Contractor shall saw cut existing asphalt to remain in place.

2. Contractor shall backfill any excavation in lifts with suitable soil compacted to 95% density up to 6" of finished grades.

3. Contractor shall be responsible for removing and legally disposing of asphalt from the existing work site.
4. Contractor shall apply screened top soil to a thickness of 6", graded for smooth transition to existing grade and sloped for pitch to existing catch basin.

5. Contractor shall provide a contractors mix grass seed containing annual and perennial seed equal to Agway Contractor Mix, application per manufactures' specifications. Shredded straw or equal to stabilize.

6. Contractor will provide a new bituminous walkway, the walkway shall be 10' in width, constructed of 2" of finish grade bituminous asphalt on 4" of compacted processed gravel base. Walk will match existing apron at the door and match grade, terminating at the existing bituminous asphalt parking lot.

General notes:

1. Contractor shall be a licensed demolition contractor in the State of Connecticut.

2. Contractor shall obtain all necessary building permits from the Town of Brookfield Building Department.

3. Contractor shall be sole responsible for protecting any dangerous areas from entry by unauthorized parties.

4. Contractor will protect the work site by necessary means. This may include but is not limited to; fencing, barricades, lighting and signage.

5. Contractor shall leave the work site in broom clean condition at the end of each work day.

6. If ambiguities exist in the contract documents, the Contractor shall include in his bid the more expansive description of material or method of work.

7. Contractor shall provide documentation for the legal disposal of all demolition material.

8. Contractor shall provide portable toilet facilities for workforce.

The lowest responsive responsible bidder is expected to be awarded the bid as to what is in the Best Interest of the Town. A Purchase Order and a Basic Contract shall be issued and executed to/with the awarded vendor signifying the award and contract. This entire specification, including all instructions and general conditions shall be incorporated as part of the contract and purchase order by reference upon notice of award.

Vendors may fill in and return the price listing below or they may provide pricing of their own format on their letterhead. Listings of items should be in the same order to provide easy comparisons and verifications of all items being included. Firms not having done business with the Town or Board of Education within the past five years shall fill out and return the Bidder General Information sheet, including references.

Insurance & Hold Harmless: A Certificate of Insurance specifically naming the Town of Brookfield and the Brookfield Public Schools as Additional Insured plus the Hold Harmless shall be required prior to an award and should be submitted with the vendors bid proposal.

Questions shall be directed to Jerry Gay at gayj@brookfieldps.org or call 203-775-7613. Sealed envelope bid prices must be received by the stated date, time AND LOCATION where they will be publicly opened and read aloud. E-mailed and faxed bids will not be accepted. A timely award is anticipated to insure scheduling for the time frames required.

Town of Brookfield Schools
Demolition of Modular Classrooms HHES as listed
Price for performing all work as specified

Sealed envelope price due March 06, 2018 at 11am to :

Town of Brookfield, 100 Pocono Road, Brookfield CT 06804, Att Jerry Gay, Purchasing, Rm 203

Lump Sum Price for performing all work as described: $_____
Demolition of Modular Classrooms HHES

Vendor confirms that work shall be performed and completed between 4/13 - 4/22/18 _____ YES _____ NO

Company Name: _____

Signed: _____ Date: _____

Written Name: _____

Title: _____ Phone : _____

E-Mail: _____

NOTE :
Sealed Bid/Proposal envelopes MUST be directed, listed or labeled to the Purchasing Agent, and/or Jerry Gay in Room 203, 100 Pocono Road, Brookfield, CT. 06804 with the Bid/RFP Name and Number clearly listed on the outside of the Delivery Envelope (Fed Exp/USPS/UPS) to avoid possible internal mis-direction of delivery. The Town does not bear any responsibility for incomplete labeled envelopes that do not reach the Purchasing Agent by the stated date and time and may, at the discretion of the Town, declare such mis-directed envelopes as late and therefore not opened or considered.

Town of Brookfield
Bidder General Information Sheet
Only required if Firm has NOT done business within past five (5) years w/Town or BOE

Company Name:_____

Address:_____

Contact Name:_____

E-mail:_____

Phone: _____ Fax:_____

Years in Business: _____ Form of Firm: Sole Proprietor ; Partnership ; LLC ; Incorporated
Circle/indicate form of ownership, or if other.

References – Municipalities Preferred: (Vendors may separately attach references or other information)

1. Client: _____

   Project Address: _____

   Contact Name_____Telephone _____

   E-Mail:_____

   Contact value / Items:_____

2. Client: _____

   Project Address: _____

   Contact Name_____Telephone _____

   E-Mail:_____

   Contact value / Items:_____

3. Client: _____

   Project Address: _____

   Contact Name_____Telephone _____

   E-Mail:_____

   Contact value / Items: _____