

# Quote Submission Form

Lincoln Elementary School Playground

## Request for Quote

**Provision of Playground and Installation of Playground equipment  
Lincoln Elementary School - 145 Steele Street, New Britain, CT 06051**

### 1.0 GENERAL INFORMATION:

There will not be a walk through for this project.

No alleged "verbal interpretation" shall be held valid. No oral interpretations shall be made to any respondent as to the meaning of any of these documents or to be effective to modify and of the provisions of this request. Every request for an interpretation shall be made in writing via e-mail to Robert Smedley [Smedley@csgnb.org](mailto:Smedley@csgnb.org) by September 15, 2023.

All questions received as above provided, and the decision regarding each, will be arranged as addenda. Any related addenda will be published on [www.csgnb.org/bids](http://www.csgnb.org/bids) and emailed to vendors, and shall become part of the contract. Prospective respondents may obtain a copy of the addenda, if any, via e-mail and/or online at the District's website at <http://www.csgnb.org/bids>

Non-receipt of said addenda shall not excuse compliance with said addenda. It is the responsibility of each respondent to determine whether any addenda have been issued and if so, whether the respondent has received a copy of each. Addenda issued during the bidding period shall supersede any previous information.

### 1.1 SCOPE OF WORK - PROPOSAL OVERVIEW

CSDNB is seeking qualified suppliers from the CT DAS State Contract 17PSX0081 to furnish & install a playground for Lincoln School located at 145 Steele Street, New Britain, CT 06051.

The playground should include both ground level and accessible play components, have a minimum of 2 slides & multiple climbers off MegaTower (two-tiered deck). Other items required in the design consist IPEMA Certified Poured-In-Place Rubber surface, IPEMA Certified Engineered Woodfiber safety surfacing, factory authorized installation, demolition and legal disposal of existing playground equipment.

The district will be responsible for providing an accessible walkway to the playground site.

An Alternate item to be separately quoted is excavation and preparation of an existing baseball field area with bases and player benches.

# Quote Submission Form

## Lincoln Elementary School Playground

### 1.2 SPECIAL INSTRUCTIONS

Vendors responding to this RFQ must have sufficient staff to assure timely project completion. The bidders Project Manager must be experienced in educational facilities work and the public bidding environment, with emphasis on public school projects. Key consultants must also assign experienced personnel who are knowledgeable in this type of project.

Respondents are hereby notified that all proposal submittals and information contained therein are attached thereto shall become public information upon selection of the successful bidder.

Comprehensive responses to the RFQ are expected. Additional information, not specifically requested, will be considered if provided.

The District reserves the right to reject any or all proposals for any reason it determines to be in its best interest or, in the alternative, to abandon the selection process in whole or in part. The district is not obligated to select the lowest priced vendor or lowest price submission.

The District reserves the right to request additional information from any vendor at any time after proposals are submitted or opened.

No fee or mark-up may be charged for reimbursable expenses. Expenses of outside printing, copying and reproducible drawings shall be reimbursed at the vendors direct cost.

Please be advised that the person signing the formal proposal must be authorized by your organization to contractually bind your firm with regard to prices and related contractual obligations for the request.

### 1.3 SCOPE OF SERVICES

Services to be provided will include, but may not necessarily be limited to the following:

The successful vendor will be responsible for furnishing and installing IPEMA certified playground equipment & safety surfacing.

All equipment & surface materials must comply with all current safety requirements not limited to CPSC, ASTM & ADA Guidelines for public playground use.

The vendor is responsible for all site preparations to ensure that the playground & surfacing complies to all guidelines and meets the manufacturer's minimum installation instructions and specifications.

The vendor will be responsible for "Call Before You Dig" services.

# Quote Submission Form

## Lincoln Elementary School Playground

The site will need to be excavated 9" deep and all excavated materials removed from the site at the bidder's expense.

The substrate for the safety surfacing must be dense grade ¾ process compacted to 95% installed in two 3" lifts.

The surfacing shall be 3.5" thick and meet critical fall height requirements up to 8'. The color shall be 50%black 50%green. ½" TPV Wearing Course.

Any grass or lawn area disturbed or altered adjacent to and abutting the playground area shall be replanted with appropriate contractor grade grass seed.

The successful bidder shall obtain all building permits required.

All equipment, tools & machinery must be secured at the end of each day.

The district is not responsible for securing the jobsite during the construction period

These objectives are an example of the items that shall be addressed, but are in no way limited in scope to these alone.

### **1.3a ALTERNATE QUOTE TO BE INCLUDED:**

Excavate and prepare baseball field area with bases and player benches. The area is currently existing but needs updating including bases, light grass replacement/alterations and player benches.

### **1.4 PROPOSAL SUBMISSION GUIDELINES AND FORMAT**

All submissions shall be provided via email to Robert Smedley @ Smedley@csgnb.org

All blank spaces for proposal prices must be completed in ink or be typewritten; proposal prices must be stated in both words and figures. The person signing the Proposal Form must initial any errors, alterations or corrections on that form. Ditto marks or words such as "SAME" shall not be used in the Proposal Form.

Proposals may be withdrawn personally or in writing provided that the Board of Education receives the withdrawal prior to the time and date the proposals are scheduled to be opened. Proposals are considered valid, and may not be withdrawn, canceled or modified, for sixty (60) days after the opening date, to give the District sufficient time to review the proposals, investigate the proposers' qualifications, secure any required municipal approvals, and execute a binding contract with the successful proposer. Upon award of the RFP, the winning respondent shall be bound by the proposal price throughout the

## Quote Submission Form

### Lincoln Elementary School Playground

contract period. An authorized person representing the legal entity of the proposer must sign the Proposal Form and all other forms included in this RFP.

All proposals will be publicly opened and received on the date, at the time, and at the place identified in this RFQ. Proposers may be present at the opening. The District reserves the right to correct, after proposer verification, any mistake in a proposal that is a clerical error, such as a price extension, decimal point error or FOB terms. If an error exists in an extension of prices, the unit price shall prevail. In the event of a discrepancy between the price quoted in words and in figures, the words shall control.

The District reserves the rights to accept all or any part of a proposal, reject all proposals, and waive any informalities or non-material deficiencies in a proposal. The District also reserves the right, if applicable, to award the purchase of individual items under this RFQ to any combination of separate proposals or proposers.

The District will accept the proposal that, all things considered, the District determines is in its best interests. Although price will be an important factor in most RFQs, it will not be the only basis for award. Due consideration may also be given to a proposer's experience, references, service, ability to respond promptly to requests, past performance, and other criteria relevant to the District's interests, including compliance with the procedural requirements stated in this RFQ. The District will not award the proposal to any business that or person who is in arrears or in default to the District with regard to any tax, debt, contract, security, or any other obligation.

The award may be subject to further discussions with the proposer. The making of a preliminary award to a proposer does not provide the proposer with any rights and does not impose upon the District any obligations. The District is free to withdraw a preliminary award at any time and for any reason. A proposer has rights, and the Board has obligations, only if and when a Contract is executed by the District and the proposer.

The Consolidated School District of New Britain and the City of New Britain are not responsible for any costs incurred by any Responder in connection with this RFQ. The expenses incurred by any Responder in the presentation, submission, and presentation of their proposal are the sole responsibility of the Responder and shall not be charged to the Board of Education, the City of New Britain.

Each proposer is responsible for having read and understood each document in this RFQ and any addenda issued. A proposer's failure to have reviewed all information that is part of or applicable to this RFQ, including but not only any addenda posted on the District's website, shall in no way relieve it from any aspect of its proposal or the obligations related thereto. Each proposer is deemed to be familiar with and is required to comply with all federal, state, and local laws, regulations, ordinances, codes and orders that in any manner related to this RFQ or the performance of the work described

herein. By submitting a proposal, each proposer represents that it has thoroughly examined and become familiar with the scope of work outlined in this RFQ, and it is capable of performing the work to achieve

# Quote Submission Form

## Lincoln Elementary School Playground

the District's objectives. If applicable, each proposer shall visit the site, examine the areas and thoroughly familiarize itself with all conditions of the property before preparing its proposal.

The District reserves the right, either before or after the opening of proposals, to ask any proposer to clarify its proposal or to submit additional information that the District in its sole discretion deems desirable.

### 1.6 GENERAL CONDITIONS

- A. Non-Discrimination and Affirmative Action - Respondent, in performing under this contract shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age, marital status, sexual orientation, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to blindness, unless it is shown by the Respondent that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States of the State of Connecticut, nor otherwise commit an unfair employment practice. Respondent further agrees that this article, (and any additional provisions required by law), will be incorporated by Respondent in all contracts entered into in connection with this contract. Every contract to which the State is party must contain the nondiscrimination and affirmative action provisions provided by the Connecticut General Statutes Section 4a-60a.

Each proposer must submit a completed Proposer's Certification Concerning Equal Employment Opportunities and Affirmative Action Policy form included with this RFP. Proposers with fewer than ten (10) employees should indicate that fact on the form and return the form with their proposals.

- B. Executive Orders - The contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, concerning the listing of employment opening and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made part of the contract as if they had been fully set forth in it. The contract may also be subject to Executive ORder NO. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.
- C. Compliance with Immigration Laws - By submitting a proposal, each proposer confirms that it has complied, and during the term of the Contract will comply, with the Immigration Reform and Control Act ("IRCA") and that each person it provides under the Contract will at all times be authorized for employment in the United States of America. Each proposer confirms that it has a

## Quote Submission Form

### Lincoln Elementary School Playground

properly completed Employment Eligibility Verification, Form 1-9 for each person who will be assigned under the Contract. The successful proposer shall defend, indemnify, and hold harmless the Consolidated School District of New Britain, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), against any and all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including fines, penalties, punitive damages, attorney's fees and costs, brought or assessed against, or incurred by, the District indemnified Parties related to or arising from the obligations under IRCA imposed upon the successful proposer or its subcontractor. The successful proposer shall also be required to pay any and all attorney's fees and costs incurred by the District's Indemnified Parties in enforcing any of the successful proposer's obligations under this provision, whether or not a lawsuit or other proceeding is commenced, which obligations shall survive the termination or expiration of the Contract.

- D. Payment Bond/Performance Bond State Law Requirements - Conn. Gen. Stat. Sec. 49-41, known as the Little Miller Act, requires that the District ensure that payment bonds a/k/a labor and materials bond in the amount of the contract are provided for public works projects over \$100,000. When a contract for construction, alteration, remodeling, repair or demolition of any public building is estimated to cost more than \$500,000 additional laws/requirements apply. The contractor should familiarize themselves with all aspects of state law and any applicable regulations pertaining to these requirements in order to ensure full compliance.
- E. Equal Employment Opportunity (EEO) - Minority Business Enterprises (MBE). If a project is funded in whole or in part by state or federal funds, there may be a requirement that the contractor comply with Conn. Gen. Stat. Sec. 4a-60 and applicable State regulations. On these projects it will depend upon which set-aside requirements are imposed by the funding agency. If no set-aside requirement is imposed, a statement that the contractor is required to undertake good faith efforts to include subcontractors and suppliers who are minority business enterprises will suffice and shall be deemed to be incorporated into the Contract with the District. If there is a set-aside goal, the District and contractor shall comply with the Small Contractors Set-Aside Program and the hiring goals identified by the State Commission on Human Rights and Opportunities (CHRO).
- F. Tax Exemptions - The District is exempt from the payment of federal excise taxes and Connecticut sales and use taxes. The District is exempt from State sales tax.
- G. Assigning, Transferring of Agreement - The successful Respondent is prohibited from assigning, transferring, converting, subletting or otherwise disposing of this agreement, its rights, title or interest therein or its power to execute such agreement by any other person, company, or corporation without the prior consent and approval in writing by the Town.

## Quote Submission Form

### Lincoln Elementary School Playground

- H. Advertising - The successful proposer shall not name the District in its advertising, news releases, or promotional efforts without the District's prior written approval. If it chooses, the successful proposer may list the District in a Statement of References or similar document required as part of its response to a public procurement. The District's permission to the successful proposer to do so is not a statement about the quality of the successful proposer's work or the District's endorsement of the successful proposer.
- I. W-9 Form - The successful proposer must provide the District with a completed W-9 form before Contract execution.
- J. Non-Employment Relationship - The District and successful proposer are independent parties. Nothing contained in the Contract shall create, or be construed or deemed as creating, the relationships of principal and agent, partnership, joint venture, employer and employee, and/or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of the Contract. The successful proposer understands and agrees that it is not entitled to employee benefits, including but not limited to worker's compensation and employment insurance coverage, and disability. The successful proposer shall be solely responsible for any applicable taxes.
- K. Amendment/Termination - The District may, before and after proposal opening and in its sole discretion, clarify, modify, amend or terminate this RFP if the District determines it is in the District's best interest. Any such action shall be effected by a posting on the District website, [www.csdnb.org](http://www.csdnb.org), under "Departments", "Finance and Contracted Services". Each proposer is responsible for checking the District website to determine if the District has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.

#### 1.7 CRITERIA FOR EVALUATING PROPOSAL SUBMISSIONS

- A. The Facilities Department will evaluate the proposals and establish a shortlist of finalists. The Vendors will be evaluated and selected based on the firm's qualifications, experience and demonstrated familiarity with Public School projects in general and specifically renovation projects of similar size, scope and nature.
- B. The Committee's recommendation for the most responsive and responsible respondent shall be presented to the Board of Education for approval and for final negotiations to finalize the contract(s) in conformance with the District requirements and subject to BOE approvals and possible review by the District attorney. The contract will not be deemed to be awarded until a written contract, in a form acceptable to the District, has been fully executed by both parties.
- C. The factors listed below will be considered. This list is not necessarily exclusive.
  - a. The key personnel assigned to the project and their present workload.

# Quote Submission Form

## Lincoln Elementary School Playground

- b. The project team's experience with projects of similar nature and scope.
- c. The firm's qualifications, experience and demonstrated familiarity with Public School Building projects in general and specifically renovation projects of a similar size, scope and nature.
- d. Previous design and oversight experience in projects involving alterations and renovations to similar facilities, equipment and services.
- e. The proposed project approach and how staff and consultants will be organized and utilized both during design and construction administration phases.
- f. Extent of services offered and depth and extent of overall resources that can be put to use to ensure the success of the project.
- g. Availability and continuity of staff during the course of the agreement, if selected.
- h. Identification of critical issues that could affect a successful outcome.
- i. Detailed work experience on similar projects during the last 5 years.
- j. A detailed statement including the organizational structure under which the firm proposed to conduct business.

Although price will be an important factor in more RFPs, it will not be the only basis for award. Due consideration may also be given to a proposer's experience, references, service, ability to respond promptly to requests, past performance, and other criteria relevant to the District's interests, including compliance with the procedural requirements stated in the RFQ.

The District Selection Committee may choose finalists to interview.

### **1.8 INSURANCE REQUIREMENTS**

The Contractor shall provide and maintain insurance coverage related to its services in connection with the Project in compliance with the following requirements.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the District from requiring additional limits and coverage to be provided under the Contractor's policies.



# Quote Submission Form

## Lincoln Elementary School Playground

### Minimum Scope of Limits of Insurance

The Contractor awarded shall agree to maintain in force at all times during the contract the following minimum coverages and shall name Consolidated School District of New Britain as an Additional Insured on a primary and noncontributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A-"VIII.

<b>General Liability</b>	<b>(Minimum Limits)</b>
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
<b>Auto Liability</b>	
Combined Single Limit Including Hired /Non Owned Auto Liability	\$1,000,000
<b>Professional Liability</b>	
Each Claim or Each Occurrence	\$1,000,000
Aggregate	\$1,000,000
<b>Umbrella</b>	
Each Occurrence	\$1,000,000
<b>(Excess Liability)</b>	
Aggregate	\$1,000,000

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Workers' Compensation and employers' Liability	WC Statutory Limits
EL Each Accident	\$1,000,000
EL Disease Each Employee	\$1,000,000
EL Disease Policy Limit	\$1,000,000

The Contractor must provide a current Certificate of Insurance to the Consolidated School District of New Britain prior to commencement of work. The Contractor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described

# **Quote Submission Form**

## **Lincoln Elementary School Playground**

policies be canceled, limits reduced or coverage altered, 30 days written notice must be given to the Consolidated School District of New Britain.

### **Valuable Papers Insurance**

The Contractor shall secure and maintain until the complete design has been accepted by the Consolidated School District of New Britain and all original tracings, design computations, survey data, and other documents or data have been presented to the Consolidated School District of New Britain, a Valuable Papers insurance policy to assure the Consolidated School District of New Britain that all records, papers, maps, statistics, survey notes, all tracings, design and other data or documents related to the Project will be reestablished, recreated or restored if made unavailable by fire, theft, or any other cause. The Contractor shall retain in its possession duplications of all survey plans and field notes.

The Contractor shall retain in its possession duplications of all products of its services under this Agreement if and when it is necessary for the originals to be removed from its possession during the time that this policy is in force. This policy shall provide coverage in the amount of Seventy-five Thousand Dollars (\$75,000.00) when the insured items are in the Contractor's possession, and in the amount of Twenty Thousand Dollars (\$20,000.00) regardless of the physical location of the insured items.

### **Subcontractors**

The Contractor shall require all subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance, unless Errors and Omissions/Professional Liability insurance is applicable to the Work performed by the subcontractors. All Certificates of Insurance shall be provided to the Consolidated School District of New Britain as required herein.

### **Aggregate Limits**

Any aggregate limits must be declared to and be approved by the Consolidated School District of New Britain. It is agreed that the Contractor shall notify the Consolidated School District of New Britain whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein.

Any premium for such shall be paid by the Contractor.

### **Deductibles and Self-Insured Retentions**

Any deductible or self-insured retention must be declared to and approved by the Consolidated School District of New Britain. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify.

# Quote Submission Form

Lincoln Elementary School Playground

## Waiver of Governmental Immunity

Unless requested otherwise by the Consolidated School District of New Britain, the Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the Consolidated School District of New Britain.

## 1.9 BID PROTEST PROCEDURES

### CONSOLIDATED SCHOOL DISTRICT OF NEW BRITAIN PROTEST PROCEDURE

#### A. Submission of Protest

1. In the event a bidder wishes to protest the award of a bid, the protesting party may submit a protest to the Assistant Director of Finance within five (5) business days after the delivery of bid results, in writing, setting forth the basis on which the protesting party challenges a contract awarded by the selection committee.
2. A protest must be submitted to the Assistant Director of Finance at the address provided in the RFP and include the following:
  - a. Name, address, e-mail address and telephone number of the protesting party.
  - b. Bid, proposal, or contract number.
  - c. Detailed statement of the legal and factual grounds for the protest, including a description of resulting prejudice to the protesting party.
  - d. Copies of all relevant documents.
  - e. Request for a determination by the Assistant Director of Finance.
  - f. Statement of the relief requested.
  - g. Information establishing that the protest was timely filed in accordance with this protest procedure.
3. The successful bidder may, but is not required to, file an answer to the protest with the Assistant Director of Finance. Any answer by the successful bidder must be postmarked no later than ten (10) business days after the successful bidder's receipt of the protest.
4. Any untimely protest will not be considered and will be returned to the protesting party.

# Quote Submission Form

## Lincoln Elementary School Playground

### B. Review of Protest and Determination:

1. Upon receipt of the protest, the Assistant Director of Finance shall review the protest, supporting documents, and any other documents, including an answer by the successful bidder, if any, and issue a written determination within forty-five (45) business days after receipt of the protest. The protest office may take any action or make any requests he or she deems necessary to investigate the protest, including extending the time to issue a decision to obtain all evidence and other pertinent information.
2. A conference with respect to the protest shall be scheduled by the Assistant Director of Finance and shall be attended by him or his designee and such other persons as the Assistant Director of Finance shall require to attend. The subject matter of the conference shall be limited to the reasons for the protest specified in the written request for the conference. The conference shall also include a discussion of the notice of determination with the reason(s) upon which it is based. The protesting party shall be advised their right to appeal an unfavorable determination.

### C. Appeals

1. The determination rendered by the Assistant Director of Finance to resolve the protest shall be the conclusive and final determination of the protest, unless, within ten (10) business days after the protest conference, an appeal is postmarked by the protesting party or successful bidder. The appeal shall be in writing and sent to the appeals officer at the address provided for in the bid or proposal, or as provided at the protest conference. The successful bidder may, but is not required to, submit an answer or further documentation in opposition to an appeal filed by the protesting party.
2. The appeals officer will consider all information relevant to the protest, and may, at its discretion, suspend, modify, or cancel the disputed procurement action prior to issuance of a formal dispute decision.
3. No evidence or information may be introduced or relied upon in the appeal that has not been presented to the Assistant Director of Finance. The appeals officer shall review the appeal and supportive documents. The appeals officer will issue a written decision within ten (10) business days of receipt of the appeal. The appeals officer may take any action or make any requests he or she deems necessary including extending the time to issue a written determination. A copy of the written determination, stating the reason(s) upon which it is based shall be sent to the protesting party and the successful bidder by mail. The determination of the appeals officer shall be the District's conclusive and final determination of the protest.

## Quote Submission Form

Lincoln Elementary School Playground

QTY	ITEM	DESCRIPTION	PRICE TOTAL
1	Playground equipment	Miracle Accessible Playground Complete	
1	Demo	Remove & Legally dispose of existing playground and surfacing	
1	Sitework	Excavate & Prepare site to accept Playground with safety surfacing	
1	Surface	IPEMA Certified Poured-in-Place Rubber Safety Surfacing (1840 sf)	
1	Surface	IPEMA Certified Woodfiber Safety Surfacing (6473 sf)	
1	Install	Factory Authorized installation- include prevailing wages.	
1	Freight	Material Freight	
		DAS CT State Contract #17psx0081 discount	
		<b>TOTAL PROJECT COST</b>	

**Alternate Items:**

QTY	ITEM	DESCRIPTION	PRICE TOTAL
1	Baseball	Excavate & Prepare baseball field with bases & Player benches	

The above price totals and total project cost will remain valid for 90 days from the signed date below.

**Vendor:** \_\_\_\_\_

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_