

DARIEN PUBLIC SCHOOLS
35 Leroy Avenue, P.O. BOX 1167
DARIEN, CT 06820

Bid #F2022-1: Ox Ridge Moving and Storage

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**DARIEN PUBLIC SCHOOLS
35 Leroy Avenue, P.O. BOX 1167
DARIEN, CT 06820**

NOTICE TO BIDDERS

The Board of Education of the Darien Public School District, Darien, CT, hereby invites the submission of sealed bids from reputable and qualified contractors for the provision of services and materials for the following contract at the Ox Ridge Elementary School

**Bid #F2022-1: Ox Ridge Moving and Storage
March 17, 2022 – 2:00 P.M.**

Bids for **Bid #F2022-1: Ox Ridge Moving and Storage** for the term of April 1, 2022 through October 28, 2022 will be received until the above stated hour of prevailing time and date at the Darien Public Schools Facilities Office, 35 Leroy Avenue, Darien, CT, at which time and place all bids will be publicly opened. Specifications and bid forms may be downloaded beginning on February 7, 2022. District web site is: Darien Public Schools, click on Departments, click on Finance, click on Bids.

Bids must be presented on the proposal form in the manner designated therein and as required by the Specifications. If bids are mailed, they must be enclosed in sealed envelopes which are clearly marked on the outside: **Bid #F2022-1: Ox Ridge Moving and Storage**. Bids shall remain firm for a period of forty-five (45) days following the date of the bid opening.

Darien Public Schools reserves the right to waive any informalities in or to reject any or all bids, or to accept that bid which, in the Board of Education's judgment, is in the best interest of the School District.

Darien Public Schools reserves the right to consider experience, service and reputation in the above-referenced fields. In addition, the Darien Public Schools reserves the right to consider the financial responsibility and specific qualifications, as set out herein, of the prospective bidder in its evaluation of the bids and award of the contracts.

DARIEN PUBLIC SCHOOLS
35 Leroy Avenue
P.O. Box 1167
Darien, CT 06820

By: Michael J. Lynch, Director of
Facilities

INSTRUCTIONS TO BIDDERS

1. Carefully inspect all general and special provisions of the bid documents.
2. Complete all forms. Be sure to sign in all required places. It is the bidder's responsibility to copy all documents that are to be returned with the bid (see Bidder's Checklist – page 15).
3. All materials submitted to the School District pursuant to this bid shall become the property of the School District and will not be returned to the bidder. The bidder is responsible for making its own copies of any or all parts of this document for its files.
4. Proposals must be presented in a sealed envelope addressed as follows:

Darien Public Schools
35 Leroy Avenue, P.O. Box 1167
Darien, CT 06820

Bid #F2022-1 Ox Ridge Moving and Storage

5. Mandatory walk thru of the building will be held on Friday, February 18, 2022 at 10:00 am at the Ox Ridge Elementary School, 395 Mansfield Avenue, Darien, CT 06820. Snow date will be Tuesday, February 22 at 10:00 am at the same location.
6. Bids will be received until **2:00 p.m. on March 17, 2022** at the Darien Board of Education, Darien, CT. All bids will be publicly opened at the above-stated times at the School District's Business Office located at 35 Leroy Avenue, Darien, CT.
7. Bids may be submitted electronically to Sheila Flinn at: sflinn@darienps.org
8. All bids will remain open for forty-five (45) days after opening.

BIDDING PROCEDURE AND REQUIREMENTS

1. The date and time of bid opening will be given in the Notice to Bidders.
2. All bids must be submitted on and in accordance with forms provided by the Board and included in this document. .
3. Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written amount will govern.
4. A Bidder shall not make any stipulations on the Bid Form or qualify its Bid in any manner. No Bid will be considered which purports to qualify, limit, amend or omit any requirement of the Bidding Documents.
5. A Bid shall include the legal name of Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any other legal entity, and shall be signed by the person or persons legally authorized to bind the Bidder to a Contract. All required signatures shall be handwritten in ink with the full name of the person executing same. Initials, stamps, photocopies or other copies, or company names may not be used in lieu of any required signature. A Bid by a corporation shall also give the State of Incorporation and have the corporate seal affixed on the signature pages of each Form of Proposal. A Bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Bidder.
6. Bidders will provide, along with the completed Bid package, evidence demonstrating an ability to provide the requested services, including three (3) references with contact information to include contact person and phone number.
7. All information required in the Notice to Bidders, Specifications and Bid Offer, in connection with each item against which a bid is submitted, must be provided to constitute a regular bid.
8. No alteration, erasure, or addition is to be made to the typewritten or printed matter. Any deviations from the conditions and specifications will constitute sufficient grounds for rejection of bid.
9. Prices and information required, except signature of bidder, should be typed or printed for legibility. Illegible or vague bids may be rejected. All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.
10. No charge will be allowed for federal, state, or municipal sales and excise taxes since the School District is exempt from such tax. Exemption certificates, if required, will be furnished on forms provided by the bidder.
11. All bids received after the time stated in the Notice to Bidders will not be considered and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the School District. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his/her bid deposited on time at the place specified. **HOWEVER, THE BOARD OF EDUCATION RESERVES THE RIGHT TO WAIVE WHAT IT DEEMS TO BE BIDDING OR SPECIFICATION INFORMALITIES RELATING TO A SPECIFIC BID, TO REJECT ANY AND ALL BIDS, TO RE-ADVERTISE AND INVITE NEW BIDS, OR TO ACCEPT THE WHOLE OR A PART OF A**

BID, OR TO ACCEPT PARTS OF BIDS FROM MORE THAN ONE BIDDER AS IN THE BOARD'S JUDGMENT, IS IN THE BEST INTEREST OF THE SCHOOL DISTRICT.

12. The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the services, supplies, materials, or equipment required and a representation that the bidder can furnish the services, supplies, materials or equipment satisfactorily in complete compliance with specifications.
13. All written bids must be sealed. They must be submitted in plain opaque envelopes. All bids must be addressed to the Darien Public School District. Bid envelopes must be clearly **marked Bid #F2022-1: Ox Ridge Moving and Storage**. Also, the date and time of the bid opening as indicated on the Notice to Bidders must appear on the envelope. Telephone quotations or amendments will not be accepted at any time. All materials submitted with the Bids will become the property of the School District and will not be returned.
14. This contract will be awarded for the period April 1, 2022 through October 28, 2022.
15. Bidders shall submit their bid on the provided Bid Form. Bidder's proposal shall include all costs associated with the work to be performed. Such costs shall include the necessary labor, equipment, materials, transportation and utensils to complete the work as required by the School District.
16. Each bid will be received with the understanding that its acceptance, in writing, by the School District, to furnish any or all of the items described shall constitute a Contract between the successful bidder and the School District. The Contract shall bind the successful bidder to furnish the labor and material required at the prices and in accordance with the conditions of its bid.
17. The placing in the mail of a notice of award to a successful bidder, to the address given in the bid, will be considered sufficient notice of acceptance of Contract.
18. It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or its right, title, or interest herein, or its power to execute such Contract, or any part thereof to any person, company or corporation, without the previous written consent of the School District.
19. The General Conditions, Specifications, Notice to Bidder, and Addenda shall form a part of this Contract and the provisions thereof shall be binding upon the parties hereto. The term "Contract Documents" shall include all of the aforesaid together with the Contract itself.
20. Each and every provision of law and clause required by law to be inserted herein and the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through a mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.
21. Electronically delivered bids must be received before 2:00 PM, March 17, 2022.

Qualifications of Bidders

The work and services described in these bid documents include the performance of activities directly affecting the health and safety of the students and staff of the School District and the public generally. The School District may make any investigation necessary to determine the ability of the Bidder to fulfill the Contract(s), and the Bidder shall furnish the School District with all such information for this purpose as the School District may request. If, in the opinion of the School District, the Bidder is not properly qualified or responsible to perform any obligations of the Contract bid upon, the School District reserves the right to reject its bid.

The following minimum requirements must be met to qualify for bidding:

- a) Bidder must possess and demonstrate facilities, knowledge and capabilities to satisfy all requirements of this contract.
- b) Bidders shall be able to demonstrate at least (3) three years of continuous commercial business. References shall be provided as set forth herein. The School District reserves the right to request additional documentation or information from the bidders as a means of determining qualifications and/or responsibility.
- c) Each bidder must demonstrate that it is a responsible vendor possessing adequate financial resources to accomplish the various services as described herein and that it has a satisfactory record of performance and integrity.
- d) Bidder must include a reference list, setting out the names of all school districts served by it with comparable services, and shall further set out the name and telephone number of each business official or other school district liaison/ individual with respect to this item.
- e) Bidder must be financially responsible, as demonstrated by:
 - a. A lack of pending lawsuits or substantive outstanding judgments or liens, including Federal or State tax liens.
 - b. A satisfactory credit history as evidenced by a review that may be made by the School District.
 - c. Work performance on other projects.
 - d. Such other information as the Board of Education, in its sole discretion, determines is relevant to the responsibility of the bidder.
- f) Upon investigation of any references and information submitted by the bidder, the Board of Education reserves the right to reject any bid where it is found that the bidder's qualifications are not consistent with the information presented.

INTERPRETATION OF BIDDING DOCUMENTS

No interpretation of the meaning of the specifications or other Contract document will be made to any bidder orally. Every request for such interpretation should be made in writing, addressed to **Michael J. Lynch, Director of School Facilities**, Darien Public Schools, 35 Leroy Avenue, Darien, CT 06820; by electronic mail to Mlynch@darienps.org or fax (203) 656-3052 not later than five (5) days prior to the date fixed for the opening of bids. Notice of any and all interpretations and any supplemental instructions will be sent to all bidders of record by the School District or its designee in the form of addenda to the specifications. All addenda so issued shall be sent by electronic mail or by fax with receipt acknowledged to (203) 656-3052, and shall become a part of the Contract documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligations under his/her bid submitted.

CONTRACT AWARD

The School District will endeavor to make an award within forty-five (45) days of the date of the bid opening and all bids shall remain firm during that time frame. The School District further reserves the right to make award following this period to any bidder who has not provided written notice to the School District that its bid has been withdrawn.

Award will be made to the lowest responsible bidder, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the labor, materials, equipment, or supplies to be furnished, their conformity with the specifications, the purposes for which required, and the terms of delivery.

The School District reserves the right to reject all bids; to reject any bid in whole or in part; to waive technical defects, qualifications, irregularities, and omissions if in its judgment the best interests of the School District will be served; and to reject bids and to purchase items on State contract as permitted by law if such items can be obtained on the same terms, conditions, specifications, and at a lower price.

If two or more Bidders submit identical bids as to price, the decision of the Darien School District to award a Contract to one such Bidder shall be final.

No cash discount may be offered or quoted by any Bidder.

S P E C I F I C A T I O N S

1. The successful bidder shall comply with all rules and regulations of the School District and all directives issued by the School District.
2. Smoking will not be permitted anywhere on School grounds.
3. The successful bidder shall not have any contact or communication with any student or teacher.
4. Photo identification badges must be worn at all times that the successful bidder, its agents or employees are on-site rendering services or performing work.
5. The School District reserves the right to furnish parts and materials if it deems it to be in its best interest.
6. The successful bidder shall maintain an adequate inventory of supplies and materials so as to ensure prompt delivery.
7. Delivery must be made in accordance with the proposal and specifications. The decision of the School District as to reasonable compliance with delivery terms shall be final.
8. The School District will not accept any deliveries on Saturdays, Sundays, or legal holidays, except commodities required for daily consumption or where the delivery is for an emergency repair or installation.
9. Items shall be securely and properly packed for shipment, storage, and stocking in shipping containers according to accepted commercial practice, without extra charge for packing cases, baling, or sacks.
10. The successful bidder shall be responsible for delivery of items in good condition at the point of destination. The successful bidder shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The School District will note for the benefit of successful bidder when packages are not received in good conditions.
11. Unless otherwise stated in the specifications, all items must be delivered into and placed at a point within the building as directed by the shipping instructions or the agent for the School District.
12. Unloading and placing of the supplies inside the building is the responsibility of the successful bidder, and the School District accepts no responsibility for unloading and placing of equipment or storage totes. Any costs incurred due to the failure of the successful bidder to comply with this requirement will be charged to it. No help for unloading will be provided by the School District, and suppliers should notify their truckers accordingly.
13. All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain the following information for each item delivered:

Purchase Order Number
Name of Article and Quantity
Name of Successful Bidder

14. Cartons shall be labeled with purchase order number, successful bidder's name and general statement of contents. Failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.
15. Payment will be made only after correct presentation of claim forms and/or invoices with required supporting documentation as may be required and within thirty (30) days of receipt of same.
16. The successful bidder shall hold harmless, defend and indemnify the School District from all claims for damages to property and bodily injury, including death, which may arise from operations under the Contract(s), including but not limited to claims brought against the School District by third parties, employees of the School District, or employees of the successful bidder.
17. The successful bidder shall not be held responsible for any losses resulting if the fulfillment of the terms of the Contract shall be delayed or prevented by wars, acts of public enemies, fires, floods, acts of God, or for any other acts not within the control of the successful bidder, except for strikes or labor unrest, and which by exercise of reasonable diligence it is unable to prevent.
18. The quantities provided are estimated amounts. The district may purchase more or less than stated amounts.

APPENDIX "A"

INSURANCE

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the successful bidder hereby agrees to effectuate the naming of the School District as an additional insured on the successful bidder's insurance policies, with the exception of workers' compensation and errors and omissions insurance.
- II. The policy naming the Darien Public Schools and the Town of Darien as an additional insured shall:
 - Be an insurance policy from an A.M. Best rated "secured" or better, State of Connecticut licensed insurer;
 - Provide for 30 days notice of cancellation;
 - The School District and Town shall be listed as an additional insured; and,
 - State that the organization's coverage shall be primary coverage for the School District, Town of Darien, its Board, employees and volunteers.
- III. The successful bidder agrees to indemnify the Darien Public Schools and Town of Darien for any applicable deductibles.
- IV. Required Insurance:
 - **Commercial General Liability Insurance**
\$1,000,000 per occurrence/ \$2,000,000 aggregate.
 - **Automobile Liability**
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - **Workers' Compensation**
Statutory Workers' Compensation and Employers' Liability Insurance for all employees.
 - **Errors and Omissions Liability Insurance**
\$1,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the successful bidder performed under the contract for the School District. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. If the successful bidder is providing environmental services, the errors & omissions policy must be endorsed to include coverage for these services.
- V. The successful bidder acknowledges that failure to obtain such insurance on behalf of the School District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the School District. The successful bidder is to provide the School District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.

COMPANY INFORMATION SHEET

NAME OF COMPANY: _____

ADDRESS: _____

EMAIL ADDRESS _____

PHONE NUMBER: _____ DATE: _____

FAX NUMBER: _____

NAME OF BIDDER: _____

TITLE OF BIDDER: _____

NON-COLLUSIVE AFFIDAVIT OF BIDDERS

Bid #F2022-1 Ox Ridge Moving and Storage

The undersigned bidder, having fully informed themselves regarding the accuracy of the statements made herein certificate that;

1. The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition, and
2. The contents of the bid have not been communicated by the bidder and its employees or agents to any person not an employee or agent of the bidder and will not be communicated to any such person prior to the official opening of the bid.
3. No officer or employee or person whose salary is payable in whole or in part from the Town of Darien Public Schools, nor any immediate family member thereof, is directly or indirectly interested in the Bid/Proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any profits thereof, except as otherwise permitted by law.

The undersigned further certifies that this statement is executed for the purpose of inducing the Town of Darien Public Schools to consider the bid and make an award in accordance therewith.

Subscribed and sworn to me _____

This _____ day of _____, 20 ____.

Legal Name of Bidder: _____

Business Name: _____

Business Address: _____

Signature and Title of Person

Notary Public

My Commission Expires _____
Date

Bid Form:

TASK 1

Delivered to Ox Ridge Elementary School 395 Mansfield Avenue, Darien, CT. 06820 no later than April 1, 2022.

1,500 moving totes, 26"Lx15"Wx10"D: \$_____.

100 rolls and dispensers of packing tape, 1.88" x 60 yards. \$_____.

120 Black Marker Pens, Sharpie or equal \$_____.

Total Task 1: \$_____.

TASK 2

This work will be started the day that the teaching staff has finished work and begun their summer vacation period. This date is tentatively set for June 17, 2022. Remove the following items from the existing Ox Ridge School Building and transfer into the new rooms of the new building. Move all moving and packing totes that are in all the classrooms and offices. Move all the cafeteria tables, gym equipment and Music Equipment. Pack up all the books and magazines and shelving in the existing Library and set up in the temporary Library space in the new building.

The third, fourth, fifth grades, Art Room and World Language spaces can be accessed from the lower level, western elevation.

The Main and Nurse's Office, Kindergarten, first and second grade can be accessed by the northern elevation, which is the main entrance.

The gym, library, cafeteria, music and ELP can be accessed from the eastern elevation, main level.

Total Task 2: \$_____.

TASK 3

The date for this work is set for June 20-June 24, 2022. Remove all existing classroom furniture and store off site. Furniture has to be counted as it is being loaded up. Inventory has to be turned over to owner. Owner will inform the successful bidder what the final disposition of the excess furniture will be. Sometime before October 28, furniture will be returned to the school district for distribution.

Total Task 3: \$_____.

TOTAL COST, TASKS 1,2, & 3: \$_____.

Signature_____

Title_____

Date: _____

AFFIRMATIVE ACTION

It is the policy of the Darien Public School District to provide equal employment opportunities to all individuals in its personnel and employment practices. In accordance with Federal Law, the Darien Public School District prohibits discrimination because of race, color, sex, national origin, religion, age or handicap in all employment practices including hiring, firing, promotion, compensation and other terms, conditions and privileges of employment. Further, contractors with the Darien Public School District shall be required to meet equal employment opportunity standards.

BIDDER'S CHECKLIST

Please make sure your bid submission includes all of the following required forms:

	Bid Security (waived)
	Company Information Sheet (page 10)
	Bid Form/Proposal (pages 12))
	Non-Collusive Certification Form (This form must be notarized) (page 11)
	References (page 14)
	Non-Bidders Response (Only if you are not submitting a bid) (page 15)

REFERENCES

Please provide references for three (3) clients. Work performed must be similar in size and scope to this bid.

Name: _____

Address: _____

Contact: _____ Telephone: _____

Name: _____

Address: _____

Contact: _____ Telephone: _____

Name: _____

Address: _____

Contact: _____ Telephone: _____

Name of Bidding Company: _____

Address: _____

Contact: _____ Telephone: _____

Fax: _____ Email: _____

Bid #F2022-1 Ox Ridge Moving and Storage
DARIEN PUBLIC SCHOOLS, DARIEN, CT
NON-BIDDERS RESPONSE

The Darien Public Schools is interested in the reasons why prospective bidders fail to submit bids. Failure to submit a bid without explanation may result in removal of your firm from our bidders' list. If you are NOT submitting a bid in this proposal, please indicate the reason(s) by checking off one or more of the items below and return this form to us.

- ☐ Unable to bid at this time but would like to receive future bid proposals
 - ☐ Items or material not ____manufactured ____ distributed ____stocked ____furnished
 - ☐ Materials or items we have to offer do not fully meet all the requirements of standards specified
 - ☐ Multiplicity of delivery points
 - ☐ Delivery quantities are too small
 - ☐ We cannot meet the time of delivery of items or materials specified
 - ☐ Insufficient time allowed for preparation and submission of bid
 - ☐ Other reasons_____
-

You May remove our name from this bid list for:

- ☐ This Commodity Group
- ☐ This item of Material
- ☐ This Commodity Class
- ☐ All bids

Company

Authorized Signature

Address

Date

