

**The Morgan School
Clinton, Connecticut
Bid Number 2026-0002**

**Request For Proposals

for

Landscape Design and Construction

Issued**

July 31, 2025

The Clinton Board of Education (the "Clinton BOE") is seeking proposals from qualified firms to provide landscape design and construction for The Morgan School Courtyard (the "Project"), located at 71 Killingworth Turnpike., Clinton, CT 0641. The services to be performed are described in the Instructions to Proposers. The Instructions to Proposers and other bid documents may be viewed on the Connecticut Department of Administrative Service Contracting Portal which may be accessed at: https://portal.ct.gov/das/ctsource/portal-page?language=en_US ("State Portal") and the Clinton BOE website: <http://www.clintonpublic.net/>.

Proposers responses must be submitted in **sealed envelopes** clearly marked with the name of the Proposer, the words "**Response to RFP for Landscape design and Construction**", as applicable, and the bid number. Each sealed envelope shall include **9 copies** of the enclosure along with one electronic copy of only the qualification response submitted on a thumb drive. No fee or hourly rate information shall be included except in the sealed envelope containing the Response to the RFP.

Submittal Packages must be received by the Business Managers Office, at 137 B Glenwood Rd, Clinton, CT 06413, no later than **August 28, 2025 at 10:00 a.m.** Submittal Packages shall be clearly marked on the outside, "**RFP for Landscape Design and Construction**" include the bid number and the name of the submitting Proposer.

Opening of submittal packages (excluding the sealed envelope containing the responses to the RFP) shall take place at the Business Managers Office, on **August 28, 2025 at 10:00 am.** Once submittal packages have been opened no submission may be modified or withdrawn for ninety (90) days after the date such packages were opened.

Any questions concerning this solicitation shall be submitted only by email to Charles Carey, Business Manager, at ccarey@clintonpublic.net no later than **August 15, 2025** and responses will be provided by addendum posted on the State Portal and Clinton BOE website no later than **August 22, 2025**. Under no circumstances will the Clinton BOE respond to verbal requests.

No Proposer or prospective Proposers shall have any contact or communication with any member of the Clinton Board of Education Building and Grounds Sub-Committee ("Clinton BGC") or other Clinton BOE officials or representatives regarding this procurement during the procurement phase except as expressly provided in this Invitation to Proposers. Failure to comply with these conditions will result in the disqualification of the noncomplying Proposer.

The Clinton BOE reserves the right to amend or withdraw this Invitation to Bid and the RFP for any reason, to accept or reject any or all Bids, to waive any informalities or non-material deficiencies in any Proposal, and to make such award (or make no award) of a contract in connection with this RFP all as determined by the Clinton BOE, in its discretion, to be in the best interest of the Clinton BOE. A Bid may be rejected for irregularities of any kind, including without limitation, alteration of form, additions not called for, conditional proposals, and incomplete responses. A Bid may also be rejected if, in the opinion of the Clinton BOE, the Bid does not meet the standard of quality established by the RFP. Any or all Bids may be rejected if there is any reason to believe that collusion exists among two or more Proposers. The foregoing provisions are for illustrative purposes and shall in no way limit the right of the Clinton BOE to reject any and all Bids, in whole or in part.

Attached Exhibits:

Exhibit A – Scope of Services

Exhibit B – Cost Proposal (Response to RFP)

Exhibit C – Insurance Requirements

Exhibit D – Non-collusion Affidavit

Exhibit E – Nondiscrimination Forms, A-E

Morgan SCHOOL
INSTRUCTIONS TO PROPOSERS

1. BRIEF OVERVIEW OF PROJECT

The Clinton Board of Education (the “Clinton BOE”) is seeking proposals from qualified firms to provide design and construction of The Morgan School Courtyard(the “Project”), located at 71 Killingworth Turnpike., Clinton CT. 06413. This solicitation is both a request for qualifications and a request for proposals (RFP). The services to be performed are described in the Instructions to Proposers. The Instructions to Proposers and other bid documents may be viewed on the Connecticut Department of Administrative Service Contracting Portal which may be accessed at: https://portal.ct.gov/das/ctsource/portal-page?language=en_US (“State Portal”) and the District website: <http://www.clintonpublic.net/>.

Please review these instructions carefully as it contains very important details about the submission process and requirements.

2. SCOPE OF SERVICES

All Services must be provided with the highest level of professional skill, care, and judgment and in compliance with all federal, state, and local requirements.

The Scope of Services is set forth in **Exhibit A**, which is incorporated herein by reference. The Cost Proposal, attached hereto as **Exhibit B**, shall be completed in accordance with the information set forth in this proposal and the accompanying exhibits including without limitation Exhibit A.

3. TIMING OF PROJECT

The Clinton BOE anticipates that the selected firm will complete the project in the Fall of 2025.

4. IMPORTANT DATES

Issuance of RFP: July 31, 2025

Mandatory Site Visit: August 11, 2025 at The Morgan School at 9 am

Submission of Questions/Request for Information: August 15, 2025

Responses to Questions/Request for Information: Ongoing but no later than August 22, 2025

Deadline for Submission of Responses: August 28, 2025

5. PROCESS

5.1. Responses to the RFP

Proposers must respond to the RFP and submit their response **in sealed envelope** clearly marked with the name of the Proposer, the bid number and the words “**Response to RFP for Landscape design and Construction**” Responses must be received no later than the submission deadline set forth above by 10:00 a.m. to Charles Carey, Business Managers Office, at 137 B Glenwood Rd., Clinton, CT 06413. Each sealed envelope must include nine (9) paper copies and a digital copy (thumb drive is acceptable) of only the Qualification Response. Responses must be delivered by U.S. mail or hand delivered. **Facsimile (FAX) or email proposals will not be accepted by the Clinton BOE under any circumstances.**

5.2. Selection

Evaluation of responses to this RFP will be the responsibility of the Clinton BGC. The selection of the Contract awardee will be the responsibility of the Clinton BOE. The Clinton BGC and Clinton BOE may reject any or all proposals for any reason as the Clinton BGC and Clinton BOE deem appropriate.

The evaluation and selection process will be as followed:

Clinton BGC will open and review the responses to the RFP submitted. The Clinton BGC will evaluate the responses to the RFP submitted by the Qualified Proposers and determine “at least three of the most responsible qualified proposers” (“Most Qualified Proposers”) using the Qualification Criteria and the Proposal Criteria set forth below in Sections 6 and 7, respectively, giving due consideration of the Qualified Proposer's pricing for the Services as well as Qualified Proposer's (i) experience with work of similar size and scope as required for the Project, (ii) organizational and team structure for the Project, (iii) past performance data, including, but not limited to, adherence to project schedules and project budgets and the number of change orders for projects, (iv) the approach to the work required for the Project, and (v) documented contract oversight capabilities. The Contract will be awarded to one of the “most responsible qualified proposers” after consideration of all of the foregoing.

In its review of responses to this RFP and selection of the Contract awardee, the Clinton BGC will be guided by the selection of the Contract awardee that would best serve the interest of the Clinton BOE. The Clinton BOE reserves the right to negotiate with one or more of the Most Qualified Proposers and to accept modifications to the scope of services and fees proposed when such action would be in the best interest of the Clinton BOE.

If determined to be warranted by the Clinton BGC, the Clinton BGC may conduct interviews of some or all of the Most Qualified Proposers to assist the Clinton BGC in the selection process. Included in the Clinton BGC's request that a Most Qualified Proposer participate in an interview, the Clinton BGC will provide the name(s) of the member(s) of the Clinton BGC who will conduct the interview and the date by which the Most Qualified Proposer must submit an affidavit disclosing its relationship(s) with the

interviewer(s) or confirming that it has no relationship(s) with the interviewer(s). The names of interviewers will be released solely to enable the Most Qualified Proposer to prepare the affidavit and neither the Most Qualified Proposer nor its representatives shall directly or indirectly contact the interviewer(s) prior to or following the interview process.

The submission of responses to this RFP constitutes a declaration by the submitting proposer that no person or persons other than members of proposer's own organization are interested in the Project or in the Contract proposed to be awarded; that the submission is made without any connection with any other person or persons making a proposal for the same services and is in all respects fair and without collusion or fraud; that no persons acting for or employed by the Clinton BOE is directly or indirectly interested therein, or in the supplies or works to which it relates or will receive any part of the profit or any commission therefrom in any manner which is unethical or contrary to the best interests of the Clinton BOE.

5.3. Form of Contract

The Clinton BOE intends to use, and the Contract awardee will be expected to execute a modified version of the AIA Document B101-2017 or B104-2017.

5.4. Clinton BOE's Right to Withdraw/Reject

The Clinton BOE reserves the rights to amend or terminate this RFQ/RFP, accept all or any part of a response, reject all responses, waive any informalities or non-material deficiencies in a response, and award the Contract to the proposer that, in Clinton BOE's judgment, will be in the Clinton BOE's best interests.

6. REQUEST FOR PROPOSALS

6.1. Proposal Criteria

The Proposal Criteria includes the following:

- 6.1.1. The proposer's fee proposals.
- 8.1.2 The proposer's proposed schedule.
- 8.1.3 The level of financial stability of the proposer.
- 8.1.4 The level of the proposer's insurance coverage.
- 8.1.5 The degree of resources of the proposer that will help facilitate the Project.

6.2. Content of Response to RFP

Please provide the following information in the order listed below:

- 6.2.1.1. One lump sum fee proposal for all phases of the services reflecting an allocation of the lump sum to the various design and project phases.
- 6.2.1.2. Bank references and/or financial statements reflecting financial stability.
- 6.2.1.3. Evidence of proper insurance coverage.
- 6.2.1.4. Descriptions of other resources of the proposer that will help facilitate the Project.
- 6.2.1.5. Any objections to the terms and conditions of the Contract.

7. INSURANCE REQUIREMENTS

Prior to the execution of the contract for the Project, the Clinton BOE will require the Contract awardee to provide to the Clinton BOE, a certificate of insurance (Accord or other approved format) evidencing the insurance coverage identified in **Exhibit C**.

8. INDEMNIFICATION REQUIRMENTS

The selected firm will be required to indemnify, defend and save harmless the Town and its officers, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting directly or indirectly from the performance of services irrespective of whether the Town has approved or supervised the production of any materials, drawings, plans or technical specifications.

9. ADDITIONAL INFORMATION

- 9.1. The Clinton BOE prohibits harassment and discrimination on the basis of race, color, religious creed, age, marital status, military or veteran status, national origin, sex, ancestry, sexual orientation, or past or present physical or mental disability in accordance with Titles VI, VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1991 and applicable state laws.

- 9.2. The Clinton BGC will be governed by the applicable Connecticut General Statutes construction receiving State assistance and in particular, grants from the CT DAS OGA.
- 9.3. The Clinton BOE's Business Manager reserves the sole and absolute right to reject the proposal of any proposer offering services which, in its opinion, does not meet the standard or quality established by this RFP.
- 9.4. Proposals that are conditional or qualified shall be rejected.
- 9.5. The Clinton BOE is exempt from the payment of federal excise taxes and Connecticut sales and use taxes.
- 9.6. If it becomes necessary to revise any part of this RFP or if additional data is necessary to enable interpretation by proposers of provisions of this RFP, revisions or addenda will be posted on the State Contracting Portal and Clinton Public Schools website.
- 9.7. Questions regarding this RFP should be referred to Charles Carey, Business Manager, at ccarey@clintonpublic.net. A summary of all questions and answers will be posted on the State Contracting Portal and Clinton Public Schools website.
- 9.8. All costs incurred in the preparation and presentation of the qualifications shall be wholly absorbed by the proposer.

EXHIBIT A

SCOPE OF WORK

The selected firm will provide the following Scope of Services, including those outlined in the proposal and incorporated herein by reference, ("Services"):

- I. Install a Mini Colonial seating wall. Prepare the area by digging a trench that is 83' x 1'9" x 9" along the side of the courtyard walkway. Prepare the area by removing the benches (benches will be relocated) along the walkway. Install a 6" base of 3/4" chip stone. The base will be compacted every 2". The wall was made using Nicolock 6" Colonial Wall Stone. Each layer of wall stone will be connected using a masonry adhesive. Backfill along the backside of the wall with topsoil. Clean up and remove all debris from the job site.
- II. Install up to (8) yards of matching decorative/river stone behind the proposed wall. The existing area will be prepared by removing all of the existing turf and debris. Typar weed fabric will be installed and top dressed with the decorative/river stone. Clean up and remove all debris from the property.
- III. Relocate two park benches. New concrete slabs will be poured. Concrete bench slabs will be 3ft x 6ft. Benches will be bolted down to new slabs.
- IV. Existing topsoil hills will be regraded to allow for better maintenance access and drainage approx. (1,765) sq. ft. and apply seed, lime, fertilizer and shredded hay. Clean up and excess material will be removed and hauled offsite.
- V. Remove existing turf and debris to the right to the steps and small section in the corner of the turf section in the courtyard. Install (82) 24/flat Vinca minor with high quality fertilizer. Apply pre-emergent weed control and spread up to (3) yards of premium quality hardwood bark mulch. Clean up and remove all job debris from the site.
- VI. Remove the bench from the existing concrete slab. Reset bench into new concrete slab per customer approved location. Clean up and remove all debris from the job site.
- VII. Sun/ Shade seed will be installed for the finished courtyard.

SCHEDULE OF COSTS OF SERVICES (RFP)

This needs to be completed

Be

Total of Table:

\$

sure to fill in all cells requiring information (if none, mark the cell n/a) and total them correctly. Math errors may cause disqualification.

EXHIBIT C

INSURANCE REQUIREMENTS

Vendor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name Town of Clinton & Clinton Board of Education as an Additional Insured on a primary and non-contributory 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.

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

Original, completed Certificates of Insurance must be presented to The Town of Clinton & Clinton Board of Education prior to contract issuance. Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the Town of Clinton and Clinton Board of Education.

EXHIBIT D

NON-COLLUSION AFFIDAVIT

State of _____)

ss

County of _____)

, being first duly sworn, deposes and says:

1. That he/she is a () Partner; () Officer; () Member; () Owner of the firm of:

the party making the foregoing proposal or bid;

2. He/she is fully informed respecting the preparation and contents of the attached proposal or bid and all circumstances regarding the same;

3. Said proposal or bid is genuine and is not a collusive or sham proposal or bid;

4. Neither the said bidder nor any of its officers, partners, members, owners, agents, representatives, employees, or parties-in-interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly, with any bidder, or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiance or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Regional School District 13 Board of Education or any person interested in the proposed contract;

5. The price or prices quoted in the attached proposal or bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of this Bidder or any of its agents, representatives, owners, employees, or parties-in-interest, including this affiant; and

6. All statements in said proposal or bid are true.

(Signed):

(Title):

Subscribed and sworn to me

This _____ day of _____, 20____.

Notary Public, My Commission Expires:



STATE OF CONNECTICUT

NONDISCRIMINATION CERTIFICATION – Representation by Individual

For All Contract Types Regardless of Value

Written representation that complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

INSTRUCTIONS:

For use by an individual who is not an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut, regardless of contract value. Submit to the awarding State agency prior to contract execution.

REPRESENTATION OF AN INDIVIDUAL:

I, _____ of _____
(Signatory) (Business Address)

represent that I will comply with the nondiscrimination agreements and warranties of the

Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

(Signatory)

(Date)

(Printed Name)



STATE OF CONNECTICUT

NONDISCRIMINATION CERTIFICATION — Representation by Entity

For Contracts Valued at Less than \$50,000

Written representation that complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut, valued at less than \$50,000 for each year of contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

REPRESENTATION OF ENTITY:

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

an entity duly formed and existing under the laws of _____
(Name of State or Commonwealth)

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

_____ and that _____
(Name of Entity) (Name of Entity)

agrees to comply with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

(Authorized Signatory)

(Date)

(Printed Name)

Commission Expiration Date



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION — New Resolution
By Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of a corporate, company, or partnership policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of a contractor that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

CERTIFICATION OF RESOLUTION:

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

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

certify that the following is a true and correct copy of a resolution adopted on the _____ day of _____, 20_____, by the governing body of _____,
Name of Entity

in accordance with all of its documents of governance and management and the laws of

_____, and further certify that such resolution has not been modified
Name of State or Commonwealth

or revoked, and is in full force and effect.

RESOLVED: That the policies of _____ comply with
Name of Entity

nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

The undersigned has executed this certificate this _____ day of _____, 20_____.

Authorized Signatory Date

Printed Name



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION — Prior Resolution
By Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of a corporate, company, or partnership policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of a contractor that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Attach copy of previously adopted resolution (*State of CT, Nondiscrimination Certification, Form D: New Resolution*). Submit all documentation to the awarding State agency prior to contract execution.

CERTIFICATION OF PRIOR RESOLUTION:

I, the undersigned, am a duly authorized corporate officer or member of _____.
Name of Entity

I have reviewed the attached prior resolution. I certify that:

- (1) the attached prior resolution complies with the nondiscrimination agreements and warranties of
Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended; and
- (2) the prior resolution remains in full force and effect on the date this documentation is submitted to the
awarding State agency.

Authorized Signatory Title

Printed Name Date

RESERVED FOR STATE USE

I, the undersigned head of the awarding State agency, or designee, certify that the attached prior resolution complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

Signature of Agency Head (or designee) Date

Awarding State Agency