

To: Interested Qualified Vendors

From: Westport Public Schools

Date: June 21, 2022

Subject: Request For Proposal (RFP) – *Middle School Fitness Course (at Bedford Middle School and at Coleytown Middle School)*

Attached for your review is a General Scope of Services for the subject project.

The following information is to be submitted with your RFP:

1. Provide design drawings of Fitness Course
2. Provide specifications list for proposed Fitness Course
3. Provide itemized cost breakdown for each task identified as follows:
 - a. Design
 - b. Site preparation
 - c. Equipment for course
 - d. Course installation
 - e. Training of staff as appropriate and needed
 - a. Minimum of 3 consecutive annual course inspections (to include preventative maintenance) to begin 12 months after construction completion, as applicable.
4. Provide time schedule for delivery of design, equipment and installation.
5. Provide resumes of key individuals and sub-contractors that the vendor would assign to the project.
6. Provide a list of references.
7. Provide one original and five copies of RFP.
8. Provide bid bond in the amount of 10% of proposal
9. Provide Certificate of Insurance as required



Chief Financial Officer

WESTPORT PUBLIC SCHOOLS

REQUEST FOR PROPOSAL
22-015-BOE

For the DESIGN, BUILDING and INSTALLATION of
Fitness Courses
Bedford and Coleytown Middle Schools

6/21/2022

REQUEST FOR PROPOSAL
TWO MIDDLE SCHOOL FITNESS COURSES
WESTPORT PUBLIC SCHOOLS

The Westport Public Schools is accepting sealed proposals for a new design, building and installation of fitness courses at the following locations:

Bedford Middle School
88 North Ave.
Westport, CT 06880

Coleytown Middle School
255 North Ave.
Westport, CT 06880

A mandatory pre-proposal site visit will take place on Wednesday, June 29, 2022, 11:00 am., starting at Bedford Middle School and then proceeding to Coleytown Middle School.

Sealed proposals will be accepted up to the closing date and time: Friday, July 8, 2022, 11:00 am. Sealed proposals must be clearly marked "FITNESS COURSES: RFP 22-015-BOE" on the outside of the proposal envelope. Sealed proposals are to be submitted to:

**Elio Longo
Chief Financial Officer
Room 300
Westport Town Hall
110 Myrtle Avenue
Westport, CT 06880**

The Westport Public Schools reserves the right to waive any information and to reject any or all proposals. The right is reserved to accept any proposal deemed to be in the best interests of the Westport Public Schools.

Project must be completed by _____ October 1, 2022 _____.

REQUEST FOR PROPOSAL: 22-015-BOE

Westport Public Schools

PURPOSE

The Westport Public Schools is seeking proposals for two middle school fitness courses to be located at Bedford and Coleytown Middle Schools in Westport, Connecticut. Expected completion date for this course is October 1, 2022.

The Westport Public Schools reserves the right to waive any informalities and to reject any or all proposals. The right is reserved to accept any proposal deemed to be in the best interests of the Westport Public Schools.

SCOPE OF WORK

This fitness course will include twelve outdoor stations. Course will be constructed on property located at Bedford and Coleytown Middles School per the following parameters:

- Work will include:
 - Site inspection and consultation
 - Site design and mapping of elements of *entire course*
 - Proposed Outdoor Equipment:
 - *to include stations for lower body, upper body, agility, and motor planning*
 - Site preparation
 - Construction of elements by October 1, 2022
 - Training on use, upkeep and annual inspection (to include preventative maintenance)
 - All required equipment
 - Return site to pre-construction condition or better.
 - Westport Public Schools will be sole judge of pre-construction condition
 - Contractor, at their own expense, is responsible for off site removal of all trash, debris and any spoils generated during installation
- Functional Requirements:

SITE INSPECTION - Each bidder must visit the site of the proposed work and fully acquaint itself with the conditions there relating to

construction and labor involving the Contract. Bidder shall thoroughly examine any form or legal document regarding the contract or site visit.

OWNER'S AUTHORIZED REPRESENTATIVE(S) - The only authority to approve work, estimates, or the final contract is the Owner or his authorized representative(s). The Owner shall notify the Contractor in writing if he designated an authorized representative(s). For the scope of these plans and specifications, the term "Owner" refers to the Owner or his authorized representative(s).

UTILITIES - The Contractor shall notify "Call before you Dig" before any work will take place. The Contractor shall be fully liable for the damages to and the cost of repairing or replacing any utilities encountered during the installation of the work. Private utilities identification contractors may be required pending field conditions.

SUBLETTING OF THE CONTRACT - The Contractor shall not assign or sublet in whole or any part of this work without obtaining the prior written consent of the Owner approving the specific party to whom it is proposed to sublet the same.

HANDLING OF CONTRACTOR'S MATERIAL AND EQUIPMENT - A Contractor shall provide and pay for all transportation required to deliver and remove from the site all materials and equipment, as required for all the work shown and specified.

EQUIPMENT, TOOLS AND LABOR - The Contractor shall furnish all such equipment, materials, tools, and labor necessary to pursue the work in an acceptable manner, towards rapid completion. This Contract is based on the Contractor furnishing equipment, materials, tools, and labor which are suitable to carry out this contract in a professional and thorough manner, unless otherwise herein specified.

SITE SECURITY AND SIGNAGE - The contractor will provide barricades with signage to direct the general public around any excavation that is taking place. The Owner's Director of Facilities and Security or his designee shall approve all signage before the start of the construction. Contractor advertisement signage is not permitted.

WAGE LAWS - While working on the premises of the Owner, Contractor agrees to comply with all requirements of the Wage and Hour Act and shall be held responsible for compliance.

OWNER'S SUPERVISION - The Owner assumes no responsibility in the supervision and inspection of the work involved in the execution of this Contract beyond insuring, to the Owner's satisfaction, that the plan, general conditions, and specifications are being properly

interpreted and implemented. This supervision and inspection will not relieve the Contractor of any responsibility for the performance of its work in accordance with the plan, general conditions, and specifications.

CHANGES IN THE WORK - The Owner shall have the right to require alterations and deductions from, the work shown on the drawing or described in the specifications without rendering void the contract. All such changes shall be in the form of a change order prepared by the Contractor. Contractor will compute the value of the work and submit in proposal form, but will not proceed with the changes until signed authorization has been given by the Owner. In each case the price agreed to be paid for the work under the Contract shall be increased or decreased for the work added or omitted. In the event the value of the work or cost adjustment furnished by the Contractor is unacceptable to the Owner, the Contract shall be performed without reference to said change order.

TERMINATION OF CONTRACT - If the Contractor refuses or fails to execute the work with such diligence as will insure its completion within the time specified in these Contract Documents, the Owner, by written notice to the Contractor, may terminate the Contractor's right to proceed with the work. The owner is entitled to use any bid/ performance bonds to insure the completion of the project if termination of the contract occurs.

FORMAT FOR PROPOSAL

Contractors must structure their proposal using the following format and numbering scheme.

1. **Transmittal Letter.** Include a cover letter to identify your submittal package. Include the name of person for proposal clarification (name, address, phone number, fax number) and the name of the individual legally authorized to act on behalf of your firm and enter into a contract agreement.
2. **Table of Contents.** Include a table of contents to identify the various sections of your proposal.
3. **Executive Summary.** Briefly summarize the most salient aspects of your proposal in terms of satisfying the requirements of this RFP and your understanding of them. Describe what aspects, if any, make your firm unique and most qualified to satisfy the requirements listed in this proposal.
4. **Requirements.** Please respond how the Contractor intends to satisfy the functional requirements listed in the "Scope of Work." This should include:
 - The Contractor's methodology and approach to the project

- Understanding and experience with such projects
- What services will be provided
- Project schedule, duration, completion date and other considerations
- Insurance and bonding requirements

5. **Contractor Experience.** Please provide us with:

- Years of experience, qualifications and services provided by your firm
- Resumes of individuals that will be assigned to work on project and identify any sub-contractors.
- Present size of firm
- A client listing of similar projects
- Provide us with a copy of the output generated from working with a previous client similar in scope to this project

6. **References.** The bidder shall submit with its bid a list of three (3) previously completed projects of a similar nature to this project. Please provide contact name, phone number and a brief description of the services provided.

- The Owner reserves the right to request additional data information necessary to qualify the Bidder. The Owner reserves the right to reject any bid, if in the opinion of the Owner, the Contractor is not qualified. A list of previous references and telephone numbers and who may be contacted shall also be included.

7. **Cost Section.** Any fees proposed should include hourly rates or fixed prices for a defined set of services.

8. **Conformity With These Specifications.** Any deviations from these specifications must be set forth in detail when the proposal is submitted. The Westport Public Schools may waive minor irregularities, which do not materially affect the overall plan. If no deviations are specified, it will be assumed that all items are in strict compliance with these specifications.

SELECTION CRITERIA

The Westport Public Schools will use the following criteria in reviewing proposals:

- Financial competitiveness (level of services rendered and ability to adhere to allocated funds)
- The presentation of imaginative and innovative ideas
- The capability to comply with the RFP specifications
- Identified warranties, guarantees and equipment life expectancy.

AWARD OF CONTRACT

The Owner reserves the right to award the bid to other than the lowest bidder.

ADMINISTRATIVE REQUIREMENTS, TERMS AND CONDITIONS

1. Respondents are requested to send *one original and five (5) copies of the proposal*.
2. Proposals should be mailed in a sealed envelope and clearly marked "Fitness Courses: RFP 22-015-BOE". Send proposals to:

Elio Longo
Chief Financial Officer
Room 300
Westport Town Hall
110 Myrtle Avenue
Westport, CT 06880

3. All questions pertaining to this RFP must be received in writing to Elio Longo, Chief Financial Officer, elongo@westportps.org, three (3) days prior to submission of the due date.

You may contact Christine Wanner, Coordinator of Health and Physical Education at ewanner@westportps.org for proposal clarification. All information given to prospective contractors, other than by means of the proposal documents, or by addenda, is given informally, and shall not be used as the basis of a claim against the Westport Public Schools.

4. All proposals must be received no later than **Friday, July 8, 2022, 11:00 am**. Any proposal received after this date and time will not be opened for consideration and will be discarded. **A mandatory pre-proposal site visit will take place on Wednesday, June 29, 2022, 11:00 am., starting at Bedford Middle School and then proceeding to Coleytown Middle School.**
5. Firms must unequivocally state in their transmittal letter that their proposal and pricing is valid for a period of 90 days from the due date of this RFP.
6. The firm selected must enter into a contract with the Westport Public Schools within fourteen (14) days of notification of being selected, or the Westport Public Schools may withdraw the award and select another vendor.
7. The Westport Public Schools reserves the right to reject all proposals if in the best interest of the Westport Public Schools.
8. The Westport Public Schools will notify all bidding Contractors of the winning vendor and contract award.
9. Firms must unequivocally state that they do not discriminate on the grounds of race, color, creed, handicap, sex, marital status or any other condition that may result in harm to any individual.

10. **INSURANCE - LIABILITY, WORKER'S COMPENSATION & SOCIAL SECURITY**

A. A Certificate of Insurance will be issued to the Town prior to the start of any work; said certificate shall name the Town of South Windsor as additionally insured.

B. The Contractor shall protect the Owner against all liabilities, claims, or demands for injuries or damages to any person or property under this Contract. The Contractor shall assume all liability for any injuries or damages occasioned by its agents or employees acting within the scope of work on the premises of the owner. The Contractor shall protect the Owner against all claims arising from the use of passenger automobiles, motor trucks, and other motor vehicles owned and operated by Contractor and/or its employees in connection with the work herein specified.

C. The Contractor shall accept the provisions of Workmen's Compensation Act of the State and shall procure Workmen's Compensation Insurance covering all employees and keep the same in full force and effect until the work covered by these plans and specifications has been fully completed. The Contractor shall file with the Owner certificate of insurance complying with the provisions of this paragraph, prior to the commencement of any work.

D. The Contractor shall pay the contributions measured by the wages of its employees and the employees of its Sub-Contractors required by the Social Security Act and/or the public Laws of the State and assume exclusive liability for said contributions. The Contractor shall further agree to hold harmless the Owner on account of any contributions measured by the wages above stated, of employees of its and its Sub-Contractors, assessed against the Owner under the authority of said Act and the Public Laws of the State.

E. **Certificate of Insurance Requirements**

All certificates shall name the **Town of Westport and the Westport Public Schools** additionally insured.

General Liability

Shall have a minimum of:	\$2,000,000	General Aggregate
	\$1,000,000	Product - Comp/Op Agg
	\$1,000,000	Personal & Adv. Injury
	\$1,000,000	Each Occurrence

Automobile Liability

Shall have a minimum of:	\$1,000,000	Combined Single Limit
--------------------------	-------------	-----------------------

Worker's Compensation and Employer's Liability

Statutory Limits

Shall have a minimum of:	\$1,000,000	Each Accident
--------------------------	-------------	---------------