

Naugatuck Board of Education Request for Proposals

Sealed Proposals will be received by the Business Manager, Naugatuck Board of Education, 497 Rubber Avenue, Naugatuck, CT for supplying the Naugatuck Board of Education with the following goods and/or services:

PROJECT:	Naugatuck High School Pool Project
CONTRACT:	202402-01
DESCRIPTION:	Pool Inspection, Evaluation and Repairs

The information and Request for Proposal and related documents may be examined at the Naugatuck Board of Education, 497 Rubber Avenue, Naugatuck, CT 06770.

Copies of the specifications may be obtained at the Business Manager’s Office. Specifications can also be obtained from the Naugatuck Board of Education website, <http://www.naugatuck.k12.ct.us> and the Borough of Naugatuck website, naugatuck-ct.gov

Addenda, if required, shall be posted on the <http://www.naugatuck.k12.ct.us> website. It is the bidder’s responsibility to check the Board of Education website in advance of the bid opening to determine if any addenda have been issued.

Sealed proposals will be received by the Business Office, Naugatuck Board of Education, 497 Rubber Avenue, Naugatuck, CT 06770 until

DEADLINE:	Friday, March 1, 2024, 12 pm
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Immediately following, the bids will be publicly opened and read.

The Naugatuck Board of Education reserves the right to waive any informalities or to reject any or all proposals.

The Naugatuck Board of Education is an affirmative action/equal opportunity employer; MBE’s, WBE’s and SBE’s are encouraged to apply.

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Section 1: General Information and Requirements

1.1 General Information and Intent

The Naugatuck Board of Education is requesting competitive bids to provide services for the inspection, evaluation and repair of the Naugatuck High School pool.

1.2 Questions

All questions and inquiries shall be directed via email to:

Bernice Rizk, Business Manager
Naugatuck Board of Education
bernice.rizk@naugatuck.k12.ct.us

by Wednesday, February 21, 2024 at 4 pm. Responses will be posted on our website by Friday, February 23, 2024 at 4 pm.

1.3 Pre-Bid Meeting

The Naugatuck Board of Education will have a **MANDATORY** pre-bid meeting on Friday, February 16, 2024 at 9 am at Naugatuck High School, 543 Rubber Avenue, Naugatuck, CT.

1.4 Qualified Bidders

In order for a Contractor's proposal to be accepted, they must provide evidence of the successful completion of at least three similar projects within the last 5 years.

1.5 Minimum Project Scope

It is expected that all proposals shall include the following minimum work:

1. Provide a payment and performance bond.
2. Obtain all necessary building permits and provide all required calculations and supporting documents.
3. Provide 5-year warranty on equipment and labor on all newly supplied equipment.
4. Provide all necessary work, equipment and training to complete the project.
5. Cover letter indicating your desire to be considered for this project
6. Provide a brief written description of your firm, including qualifications and experience and experience in performing similar projects.
7. Briefly describe several projects that specifically relate to the Scope of Work required in the RFP with contact information.
8. Include a list of references
9. Include information for any proposed consultants that are included on your team.
10. Include a narrative of how you would approach this project.
11. Provide 4 copies of all documents.

1.6 Negotiation

The Naugatuck Board of Education reserves the right to negotiate with the contractors submitting proposals.

1.7 Equal Opportunity Clause

The Naugatuck Board of Education is an affirmative action/equal opportunity employer.

(1) The vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The vendor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3) The vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the vendor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The vendor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the vendor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the vendor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

1.7.1 Submission of Proposals

Proposals will be accepted until deadline noted on page 1. All proposals must be clearly marked in one (1) large envelope with the Project and the Contract number.

Proposals shall be mailed or delivered to:

Business Manager
Naugatuck Board of Education
497 Rubber Avenue
Naugatuck, CT 06770

Immediately following the deadline, the bids will be publicly opened and read.

Late submissions will not be accepted

1.7.2 Evaluations and Selection Criteria

Bidders will be selected with the following criteria (not listed in order of importance):

- a) Past company experience within the region, with the same type of work.
- b) Cost for all services combined, as determined by the Board of Education.
- c) Examples of completion of similar projects.
- d) Company must have all necessary permits and licenses to operate in the State of Connecticut for the term of the bid.
- e) Other criteria as determined by the Board of Education, weighting criteria will be determined by the Board of Education.
- f) The Board of Education reserves the right to negotiate with the successful bidder on the terms of their proposed Contract before signing, if it is in the best interest of the Board of Education.
- g) If the Board of Education cannot negotiate a contract with the selected Contractor the Board of Education may choose to negotiate with the next ranked vendor.

1.8 Naugatuck Board of Education's Reservation of Rights

The Naugatuck Board of Education reserves the right to waive any informality or to reject any or all proposals or to accept any proposals, should it deem it to be in the best interest of the Board of Education. The Board of Education reserves the right to reject any proposals if they show any omission, alteration of form, additions not called for, conditional bids, or irregularities of any kind.

1.8.1 Reimbursement for Costs

It is the responsibility of the Bidder's respondents to pay for all costs associated with submitting proposals. The Naugatuck Board of Education shall not reimburse any costs.

1.8.2 Insurance Requirements

Indemnification and Insurance

The Contractor shall indemnify, defend and hold harmless the Borough of Naugatuck and Naugatuck Board of Education, its officials, officers, employees and designees caused in whole or in part to the fullest extent permitted by law from and against any and all claims, suits, actions, obligations, liabilities, damages, losses or injury (including the resulting death of a person), penalties, and expenses (including reasonable attorneys' fees) to the extent arising out of the performance of this Agreement or due to the Contractor's negligence or willful misconduct or omissions of the Contractor or its employees, agents, subcontractors or representatives.

Prior to the commencement of the work, and until final completion and acceptance of the work, the Contractor shall procure and maintain the following types of insurance, and maintain all insurance coverage for the life of the contract, from an insurance company or companies with an A.M. Best Rating of A- (IX) or better. Such insurance will protect and indemnify the Borough of Naugatuck and Naugatuck Board of Education from all claims which may arise out of or result from the Contractor's obligations under this agreement, whether caused by the contractor or by a subcontractor or any person or entity directly or indirectly employed by the Contractor or by anyone for whose acts said Contractor may be liable.

- A. *Workers Compensation:* The Contractor shall provide workers compensation and employer's liability insurance that complies with the regulations of the State of Connecticut with limits no less than \$100,000 each accident by bodily injury; \$100,000 each accident by disease and a policy limit of \$500,000. Such policy shall contain a 'waiver of our right to recover from other endorsement' in favor of the Borough of Naugatuck.
- B. *Commercial General Liability Insurance:* The Contractor shall provide commercial general liability insurance policy that includes products, operations and completed operations as follows: Bodily injury & property damage with an occurrence limit of \$1,000,000: Personal & advertising injury limit of \$1,000,000 per occurrence: General aggregate limit of \$2,000,000 (other than products and completed operations): Products and completed operations aggregate limit of \$2,000,000. The policy shall name the Borough of Naugatuck and Naugatuck Board of Education as an additional insured on an ongoing basis.

In addition,

- Such policy will be provided on an occurrence basis and will be primary and shall not contribute in any way to any insurance or self-insured retention carried by the additional insured.
- Such policy shall contain a broad form contractual liability endorsement or similar wording within the policy form.
- Such policy shall contain a waiver of subrogation in favor to the Borough of Naugatuck.

- Such policy shall include coverage for the Contractor’s sub-contractors or any person or entity directly or indirectly employed by said Contractor or by anyone for whose acts said Contractor may be liable.
- C. *Commercial Automobile Insurance*: The Contractor shall provide commercial automobile insurance for any owned autos (symbol 1 or equivalent) in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit. Such coverage shall also include hired and non-owned automobile coverage.
- D. *Umbrella Liability Insurance*: The Contractor shall provide commercial umbrella liability with limits no less than \$1,000,000 each occurrence and \$1,000,000 in the aggregate which shall be following form, without restriction or limitation, providing coverage over items (A), (B), (C), as noted above on a primary and non-contributory basis.

Prior to the issuing of any notice to proceed by the Borough of Naugatuck, the Contractor shall furnish the Borough of Naugatuck with Certificates of Insurance evidencing such insurance as set forth above. Said policies shall not be cancelled or permitted to lapse until completion and approval of the performance of the work until ten (10) days after the Borough of Naugatuck has received written notice, by certified or registered mail, that the cancellation or change of such policy is contemplated.

The Contractor shall advise all their insurers of the contract provisions regarding insurance. The failure of the Contractor to notify insurers of the contract provision shall not relieve the Contractor from its insurance obligations under the Agreement. Non-fulfillment of the insurance provisions shall constitute a breach of this agreement and the Borough of Naugatuck retains the right to stop work until proper evidence of insurance is provided.

1.8.3 Signature Requirements

Proposals must be signed by a duly authorized official of the Company. Consortiums, joint ventures, or teams submitting proposals will not be considered, unless it is established that all contractual responsibility rests solely with one Contractor or one legal entity, which shall not be a subsidiary or affiliate with limited resources. Each proposal should indicate the entity responsible for execution on behalf of the proposal team.

1.9 Safety

All practices, materials and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent State and/or local safety and environmental codes.

1.10 Observance of Laws

The Contractor shall, at all times, observe and comply with all Federal, State and Borough laws, ordinances and regulations in any manner affecting the conduct of the work.

1.11 Attachments

The following attachments shall be made part of this RFP:

1. Certificate of Non-Collusion Form.
2. Scope of Work

1.12 Transferability of CONTRACT

No assignment of the contract or any right accruing under this contract shall be made in whole or in part by the Contractor without the express written consent of the Board of Education, which consent will not be unreasonably withheld. In the event of any assignment, the assignee shall assume all of the liability of the Contractor.

1.13 CONTRACT Documents

The Request for Proposal and its attachments, Insurance Certificates, Performance Bonds, the executed contract and any addenda to the foregoing shall constitute the Contract Documents.

1.14 Indemnity

The Contractor shall indemnify, hold harmless, and exempt the Board of Education, its agents, servants and employees from and against all legal proceedings, claims and associated costs and Attorney’s fees incident to any work done in the performance of this CONTRACT arising out of a willful or negligent act or omission of the Contractor, its agents, servants or employees.

1.15 Performance and Payment Bond

The Contractor shall, prior to the signing a contract with the Board of Education, furnish a Performance Bond and Payment Bond in a form acceptable to the Board of Education, for one hundred percent (100%) of the bid price for services provided. These bonds shall be issued from a surety company either licensed or approved by the State of Connecticut Insurance Commissioner and which has an A.M. Best’s rating of A-VII or better. Any certified check shall be issued by a bank located in the State of Connecticut.

1.16 Default

If the Contractor fails to perform this contract in accordance with its terms, the Board of Education shall have the right, in addition to all other remedies it may have, to declare the Contractor in default, and to resubmit the contract for further bid. In that event, the Contractor shall pay to the Board of Education, as liquidated damages, the amount of any excess of the new contract price over the Contract price herein provided for, both prorated to the period of time covered by the unexpired term of the Contract at the time of default.

Section 2: Items Required With Bid Response Packet

The following items are required to be included with your bid response packet:

2.1 Letter of Interest

The Contractor shall submit a signed letter of interest on company letterhead detailing the proposed project and the company's experience and any assumptions, conditions or important information needed in order to properly review the proposal.

2.2 Price Proposal

The proposal shall include the following minimum items:

- A. Detailed price proposal including itemized costs for each task of the project.
- B. List of any additional equipment and supplies that will be purchased.
- C. Cut Sheets of proposed additional equipment.
- D. List of any Sub-Contractors that are to be utilized for the project.

2.3 Schedule of Work

See attached Scope of Work.

2.4 Insurance Certificate

The Contractor shall submit an insurance certificate showing the Contractor's current applicable insurance coverage.

2.5 References

The CONTRACTOR shall provide a minimum of three (3) references, (preferably municipalities or Boards of Education in Connecticut or New England), where they have performed the type of work listed in this RFP.

PROJECT:	Naugatuck High School Pool Project
CONTRACT:	202402-01
DESCRIPTION:	Pool Inspection, Evaluation and Repairs

ATTACHMENT #1

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person.

As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature

____/____/_____
Date

Printed Name of Person Signing Proposal

Name of Business

ATTACHMENT #2

SCOPE OF WORK

The school district of Naugatuck is seeking a licensed pool contractor for a pool project that encompasses multiple areas of work needed at Naugatuck High School, 543 Rubber Ave, Naugatuck, CT. The pool will be shut down during April 29th to June 7th, 2024 in order for this work to be completed. It is mandatory that the work be performed during this time period. Extensions will not be provided

Naugatuck High School Pool:

Tile Area - approx. 6,000 sq ft.

Soft Joint – approx. 400 lin. ft

Pool volume: approx. 130,000 gallons

Naugatuck Public Schools is seeking a licensed pool contractor to:

- RegROUT the high school pool. This will include the pool shell, gutters and the tile coping, matching the existing color.
- Replace/reinstall the surface and sidewall depth markers. NO DIVING and SHALLOW markers will need to be replaced with new ones, using pictographs where applicable (existing tile depth lettering will remain).

In addition (in areas that are needed, the following):

- The contractor will then replace broken/damaged tiles in areas of the pool, matching the existing color.
- Any of the pool's soft joints will need to be checked and replaced.

Also:

- The contractor will check the two main stainless steel pool drain covers and screws for integrity, repair as needed, and replace if needed/required.
- Contractor will also check the condition and quality of the bottom center stainless steel cover and screws, repair as needed, and replace if needed/required.
- The condition and quality of the pool bottom hydrostatic relief valves will be checked for condition and quality, repaired as needed, and replaced if needed/required.
- The vertical wall return covers will also be checked for integrity, repaired as needed, and replaced if required.
- The deck drain covers (near coping edge) will also be checked for integrity, repaired as needed, and replaced if needed/required.
- The lane eye hooks will also be checked for integrity, repaired as needed, and replaced if needed/required.

The school staff will drain the pool prior to the start of the work. Approximately 12+ inches of water may remain in the deep end and will be the responsibility of the

contractor to pump out. After the contractor has completed the project, the pool will be refilled and balanced by Naugatuck High School staff.

Contractor will ensure:

- Contractor shall erect suitable barricades and warning signs around the pool and barricade off the pool area completely.
- Contractor to implement suitable fall protection for workers and prevent tools from being kicked or dropped into the open pool.

Work as follows:

- Provide all labor, materials, tools, equipment, including any/all grinding, filling, leveling, surface preparation, cracks, waterproofing, etc., and supervision necessary for the supply and installation of all grouting, tiles, soft joints, valves, covers, screws, markers and hooks.
- All tile, grout and all materials installed in the pool and on the decks areas are to be certified by the manufacturer for use in chlorinated pools.
- All installation systems must be complete systems from one manufacturer.
- Ensure all products are compatible with each other.
- Surface Preparation and Inspection: All surfaces to receive tiles and materials must be structurally sound, plumb, level, and smooth and free from openings and projections not specified or indicated.
- The Contractor shall provide suitable dust control during any sandblasting to prevent contamination of adjacent areas and be responsible for the removal of all sand materials and cleaning of all areas by the practice.
- Ensure existing conditions are suitable for installation of new tile and any/all materials.
- Immediately notify the Facilities Director of any substrate where conditions are not suitable to replace or repair tile.
- Prepare and prime all surfaces as recommended by the manufacturers of mortars, as required by job conditions to ensure good permanent bonds. Proceed with installation only when conditions are satisfactory.
- Ensure that all work is done to manufacture and industry standards.

Surface Preparation and Inspection:

- All surfaces to receive tile must be structurally sound, plumb, level, and smooth and free from openings and projections.
- Seal any substrate cracks with waterproof filler.
- Before starting work, clean surfaces of any extraneous matter, dust, dirt, mortar, grease, form oil, sealants, soil, sealers, curing agents, paint, oil, waxy residue or efflorescence or any other material which may act as a bond barrier.
- Ensure all surfaces receiving tile are dry.
- Ensure existing conditions are suitable for installation of new tile.
- Immediately notify the Facilities Director of any substrate where conditions are not suitable to replace or repair tile.

Cleaning:

- Thoroughly clean tile surface on completing any grouting and tile work. Remove all grout haze, observing tile manufacturer's recommendations as to use of acid or chemical cleaners.
- Rinse tile thoroughly with clean water before and after any/all chemical cleaners.
- Polish surface of tile with a soft cloth.

Clean-up:

- Promptly, as the work proceeds and on completion of the work, remove all debris and excess material from the site. During the progress of the work, keep the premises free from any unnecessary accumulation of tools, equipment, surplus material and debris; at the conclusion of the work, leave the premise neat, clean, and free of accumulated dust.
- Dirty grout water is not to be poured down pool drains. Facilities Director to advise where to dispose of water.