

# 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:

<b>PROJECT:</b>	Architectural Services for Window Replacement
<b>CONTRACT:</b>	202208-1
<b>DESCRIPTION:</b>	Professional Services for the Design of Window Replacements

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](http://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

<b>DEADLINE:</b>	Tuesday, September 6, 2022, 10 am
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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.

Section 2: Items Required with Bid Response Packet.

Attachments (if applicable)

**Section 1: General Information and Requirements**

**1.1 General Information and Intent**

The Naugatuck Board of Education is seeking proposals for architectural services for window replacement for three (3) schools. Detailed specifications can be found in Attachment 2.

**1.2 Pre-Bid Meeting**

The Naugatuck Board of Education will have a mandatory pre bid meeting.

<b>Mandatory Walkthrough</b>	<b>Monday, August 22, 2022, 9:30 am</b>
Hop Brook School	75 Crown St, Naugatuck, CT 06770

Walkthrough will begin at Hop Brook and continue to each of the three schools.

**1.3 Questions**

All questions and inquiries shall be directed to:

Bernice Rizk, Business Manager  
Naugatuck Board of Education  
[bernice.rizk@naugatuck.k12.ct.us](mailto:bernice.rizk@naugatuck.k12.ct.us)

no later than Thursday, August 25, 2022 at 4 pm. Responses will be posted by Monday, August 29, 2022 at 4 pm.

**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 up to several projects that specifically relate to the Scope of
  8. Work required in the RFQ with contact information.
  9. Include a list of references
  10. Include information for any proposed consultants that are included on your team.
  11. Include a narrative of how you would approach this project.
  12. 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.** Four copies of each proposal must be submitted 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.

### **1.7.3 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.

### **1.7.4 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.

### **1.7.5 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.

Before execution of the Contract, the Bidder will be required to file with the Borough of Naugatuck a certificate of insurance. The certificate, executed by an insurance company satisfactory to the Borough of Naugatuck shall name the Borough of Naugatuck and the Board of Education as additional insured parties on the form furnished with these specifications. The “Certificate of Insurance” shall state that at a minimum, with respect to the contract, the bidder carries insurance in accordance with the requirements and stipulations listed in the insurance agreement included at the end of this document.

Insurance Agreement, (Attachment #3), must be filled out and include a copy of the business’ current/active certificate of insurance.

### **1.7.6 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.

## **1.8 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.

## **1.9 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.

## **1.10 Attachments**

**The following attachments shall be made part of this RFP:**

1. Certificate of Non-Collusion Form.
2. Scope of Work
3. Insurance Agreement

## **1.11 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.

## **1.12 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.

## **1.13 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.

## **1.14 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.

### **1.15 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 letter head 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**

The Contractor shall submit a detailed schedule of project work (based on days commencing upon Contract signing.)

### **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.

**2.6** Completed IRS Form W-9

**2.7** Completed Certificate of Non-Collusion form (Attachment #1)

**2.8** Signed Insurance Agreement (Attachment #3)



<b>PROJECT:</b>	Architectural Services for Window Replacements
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**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

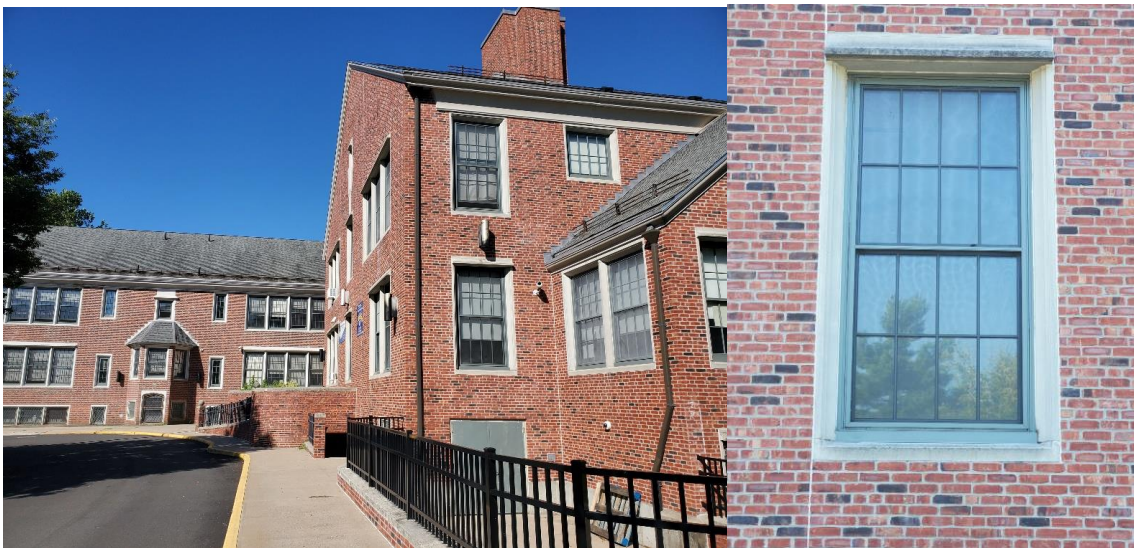
\_\_\_\_\_  
Name of Business

Attachment #2  
Scope of Work  
**Location: Naugatuck Public Schools, Naugatuck, CT**

**Architectural Services for Window Replacement**

The Borough of Naugatuck, Board of Education is soliciting proposals from qualified architectural firms to provide professional services in the design of window replacement at the following schools: Hop Brook Elementary, Hillside Intermediate and Salem Elementary.

**Hop Brook Elementary School**



There are currently 203 windows of various sizes and shapes on four levels/stories, including transom/over door fixed windows and a secondary building.

Sizes include:

- 14" by 36"
- 17" by 43"
- 26" by 73"
- 27" by 41"
- 27" by 98"
- 28.5" by 95"
- 36" by 36"
- 36" by 66.5"
- 36" by 80"
- 38" by 51"
- 41.5" by 95"
- 44" by 103"

46'' by 71''

48" by 86"

49.5" by 49"

50" by 71.5"

51" by 95.5"

Window count:

Basement Level: 38 windows

First Floor: 98 windows

Second Floor: 65 windows

Third Floor: 2 windows

## Hillside Intermediate School



There are currently 106 windows of various sizes and shapes on four levels/stories, including transom/over door fixed windows.

Sizes include:

61" by 112"

61" by 63"

40" by 120"

66" by 120"

Window count:

Basement Level: 11 windows

First Floor: 40 windows

Second Floor: 37 windows

Third Floor: 18 windows

## Salem Elementary School



There are currently 110 windows of various sizes and shapes including two circle and four half-circle windows on four levels/stories.

Sizes include: 33" by 89", 45" by 89", 32" by 35", 34" by 69", 33" by 52", Circle 51"

Window count:

Basement Level: 27 windows

First Floor: 30 windows

Second Floor: 34 windows

Third Floor: 19 windows

1. Scope of Services:
  - A. Prepare all necessary plans and specifications in accordance with all local and state department requirements, including proposed project schedule from conception to CO, including but not limited to; Schematic Design and Design Development, Contractual documents, Bidding and Construction services.
  - B. Provide and assist with all state reporting and approvals required to receive state reimbursement.
  - C. Create schematic drawings and renderings of possible designs.
  - D. Meet with stakeholders for each facility and gather information and provide a comprehensive listing of all recommendations based on the needs assessment for each project.
  - E. Attend meetings with required agencies to obtain necessary approvals.
  - F. Prepare bid specifications and plans for bidding requirements.
  - G. Assist in the analysis of bids that are received.
  - H. Attend all Building Committee Meetings.
2. Review existing zoning, wetlands, flood plain, environmental and health requirements and apply those restrictions to the submitted proposal.
3. Provide required materials, drawings and specifications for all town agencies.
  - A. Attend all required agency meetings and present information required to obtain approvals and necessary permits.
  - B. Prepare materials and attend all required State Department of Administrative Services meetings to obtain all necessary approvals for funding.
4. Provide final evaluation with options to the committee which include:
  - A. Schematic drawings and specifications
  - B. Full cost estimates for each option
  - C. Provide revisions as needed
  - D. Assist committee on final recommendation and design
  - E. Make necessary presentations to various town agencies
5. Assist and prepare bidding plan documents and drawings to be included in bid packets. Assist in placing legal notices and other requirements of the bid process as

outlined by the Borough of Naugatuck.

6. Evaluate bids and provide an evaluation of all bids received to the committee for selection of contractors.

**BOROUGH OF NAUGATUCK: INSURANCE REQUIREMENTS**

**1. Indemnification and Insurance**

\_\_\_\_\_ ('The Contractor') shall indemnify, defend and hold harmless the Borough of Naugatuck, 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 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 subrogation' in favor of the Borough of Naugatuck.

In addition to any other requirements related to worker's compensation insurance, if Contractor is a sole proprietor, a single member limited liability company or otherwise has no employees, Contractor shall maintain Worker's Compensation Insurance as if it were an "employer" as such term is defined in and in accordance with Connecticut's General Statutes.

- 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 as an additional insured on a primary and non-contributory basis, as well as include a waiver of subrogation in favor of the Borough of Naugatuck. In addition, such policy shall contain a broad



form contractual liability endorsement or similar wording within the policy form, if applicable.

- 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 \$5,000,000 each occurrence and \$5,000,000 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 final 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.

This document must be signed by an owner or officer of the company.

Signed by Contractor:

\_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Contractor:

\_\_\_\_\_ Title: \_\_\_\_\_

Address of Contractor: \_\_\_\_\_

\_\_\_\_\_

Signed by Borough of Naugatuck:

\_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Borough of Naugatuck:

\_\_\_\_\_ Title: \_\_\_\_\_