

## REQUEST FOR PROPOSAL

### THE SUPPLY AND INSTALLATION OF DUCTLESS SPLIT TYPE AIR CONDITIONING UNITS AT HAWLEY SCHOOL AND NEWTOWN MIDDLE SCHOOL

Hawley School – 29 Church Hill Road, Newtown, CT 06470

Newtown Middle School – 11 Queen Street, Newtown, CT 06470

### CONTENTS

1. Legal Notice (Request for Proposals)
2. Project Overview
3. Scope
4. Time Line of RFP Process
5. Submission of Proposals
6. Performance Bond
7. Insurance Requirements and Indemnification
8. Method of Selection
9. Proprietary Information

1. LEGAL NOTICE

NEWTOWN BOARD OF EDUCATION

REQUEST FOR PROPOSAL

THE SUPPLY AND INSTALLATION OF DUCTLESS SPLIT TYPE AIR CONDITIONING UNITS AT HAWLEY SCHOOL AND NEWTOWN MIDDLE SCHOOL

The Newtown Board of Education (heretofore known as "Board") is seeking to engage a company to supply and perform ductless air conditioning installations at the Newtown Middle School cafeteria, located at 11 Queen Street, Newtown, CT 06470, and the Hawley School multi-purpose room, located at 29 Church Hill Rd, Newtown, CT 06470. The project involves installation of ductless air conditioning systems, including, but not limited to, run line sets, indoor and outdoor unit mounting, roof penetration, and all necessary electric work. Hard copies of the complete Request for Proposal package will be available January 25, 2019, at the Newtown Board of Education, Newtown Municipal Center, 3 Primrose Street, Newtown, CT 06470. The contract will cover all aspects of the work from assessment to completion and final acceptance of work.

A mandatory pre-bid walk through will be held on February 5, 2019 at 11:00 AM at Newtown Middle School, located at 11 Queen Street, Newtown, CT 06470 followed by Hawley School, 29 Church Hill Rd, Newtown, CT 06470.

Respondents are required to submit three (3) double-sided copies and one electronic copy of a sealed Proposal by no later than February 13, 2019 at 3:00 PM at the Newtown Board of Education Office located at Newtown Municipal Center, 3 Primrose Street, Newtown, CT 06470, clearly marked "Ductless Air Conditioning Newtown Middle School/Hawley". Proposals received after that date and time will be rejected.

The Board reserves the right to reject any or all proposals if it deems such to be in the best interest of the Town of Newtown. Questions regarding this Request for Proposal should be directed to Rick Spreyer, by e-mail at [rick.spreyer@newtown-ct.gov](mailto:rick.spreyer@newtown-ct.gov).

Rick Spreyer  
Purchasing Agent

## 2. PROJECT OVERVIEW

The Newtown Board of Education is planning the supply and installation of ductless, split type air conditioning units in the multi-purpose room at Hawley School and the Newtown Middle School Cafeteria, as well as the removal and demo of an air handler and duct work and installation of a new 5 ton air handler.

## 3. SCOPE

The scope of work of this project shall be described in this RFP, and in detail in the Contract Documents. The selected company will handle all aspects of the ductless air conditioning project, including, but not limited to, scheduling, budgeting, installation, and close-out of work and will demonstrate the ability to do so. All work shall be done consistent with all applicable federal, state and local statutes, regulations, and ordinances, and the Contract Documents.

### **Hawley School Multi-Purpose Room –**

- Provide and install four (4) 3-ton ductless air-conditioning split units.
  - Accepted manufacturers include Mitsubishi and Fujitsu
- Roof penetration will be done by award winner if found necessary during installation
- Plumbing, plastering, paintwork and any other builder's work will be made good after installation of the air conditioning units.
- All necessary electrical work will be done by award winner.
- Award winner will be required to replace and/or repair and make good any ceiling or partitioning work after the installation of the air conditioning units.

### **Newtown Middle School Cafeteria –**

- Demo and disposal of existing duct work and air handler unit.
- Supply and install 5 ton American Standard air handler
  - Hot water coil
  - Fresh air dampers
  - New supply and return ducts – ductwork is to be sealed and insulated, new hot water valve and ABS control system.
- Condensers installed on roof and piped to air handler unit
- Provide and install four (4) 3-ton ductless air-conditioning split units.
  - Accepted manufacturers include Mitsubishi and Fujitsu
- Roof penetration will be done by award winner if found necessary during installation
- Plumbing, plastering, paintwork and any other builder's work will be made good after installation of the air conditioning units.
- All necessary electrical work will be done by award winner.
- Award winner will be required to replace and/or repair and make good any ceiling or partitioning work after the installation of the air conditioning units.

#### 4. TIMELINE OF THE RFP PROCESS

The following timeline has been tentatively established:

Legal Notification of RFP Release	January 25, 2019
Mandatory Pre-Proposal Conference	February 5, 2019
RFP Submission Date	February 13, 2019
RFP Awarded	March 5, 2019
Start of Work	April 15, 2019
Completion of Work	April 20, 2019

#### 5. SUBMISSION OF PROPOSALS

General Requirements: Proposals must include a concise description of the Company's ability to meet the requirements of this Proposal. Submittals shall be double-sided, include a Table of Contents, clearly tabbed for each section of the above "Scope", as well as the requirements listed below. Include a letter of interest providing a brief background of the Company. Respondents shall submit three (3) double-sided copies and one (1) electronic copy (1 compiled PDF file) of their proposals. Tabbed sections should also include the sections as follows:

##### Company Information

The respondent shall provide a brief summary of its company, including the following information:

- Name of company and parent company, if any.
- Any prior name(s) by which the company was known and the corresponding years.
- Name(s) of any subsidiary companies owned or controlled by responding company.
- Legal form of ownership. If a corporation, where incorporated and when.
- Indicate the years engaged in construction services under the present name.
- Names, titles, and contact information for the principal members of the company, including officers. Indicate which individuals are authorized to bind the company in negotiations with The Town of Newtown.
- Address of principal office from which the Project will be managed.
- Name, address, telephone number and email address of key personnel contact, to receive notifications and to reply to inquiries from the Board.

##### Estimating/Cost Management

- Discuss company's ability to perform project and to accurately estimate construction costs associated with "Scope of Work" section of this RFP.
- Provide final cost and relevant methods to stay at or below your estimated budget. The Newtown Board of Education is exempt from Federal Excise Taxes and Connecticut Sales and Use Tax.

##### Schedule and Phase Management

- Provide a preliminary schedule that identifies each phase of the above "Scope of Work" and projected completion date.
- Identify potential issues that could negatively or positively affect the proposed completion date.

##### Related Experiences and References

- List correlating projects completed by your company for a minimum of the past two years.
- Include contact information (Name, phone number, email) of a key individual associated with each project. Note if any claims, disputes or litigation has occurred on any of these projects, including the parties involved, and the current status of each.
- Identify any prior projects performed for the Newtown Board of Education or the Town of Newtown.

## 6. PERFORMANCE BOND

- A 10% performance bond will be delivered to the Newtown Board of Education no later than five (5) business days after the award of the contract.
- The performance bond will expire no earlier than the fifteenth day after the completion of the project.
- Provided the Newtown Board of Education deems all work acceptable and complete, the performance bond will be returned to the awardee no later than ten business days from completion of project.

## 7. INSURANCE REQUIREMENTS AND INDEMNIFICATION

Prior to the commencement of the work, and as a condition of site access, the Respondent (referred to hereinafter as the “Contractor”) shall deliver to the Newtown Board of Education (referred to hereinafter as the “Owner”) a valid and currently dated Certificate of Insurance (COI).

The insurance coverage carried by the Contractor must be placed with and written by an insurance company admitted to do business in the State of Connecticut, and with a rating of A- or better by A.M. Best.

The insurance coverage’s carried by the Contractor (shown below) shall apply regardless of whether the operations, actions, derelictions or failures to act, from which any claim arises, are attributable to the Contractor, a subcontractor, a sub-subcontractor, or any consultant, officer, agent, employee or anyone directly or indirectly employed by any of them, including anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable state law. Failure of Contractor to provide a Certificate of Insurance shall in no way limit or relieve Contractor of its duties and responsibilities in this Agreement.

At a minimum, the COI shall indicate that the following coverage’s and limits are in place:

### 1. Commercial General Liability: Minimum Limits Required:

- \$2,000,000 General Aggregate
- \$2,000,000 Producers/Completed Operations Aggregate
- \$1,000,000 Each Occurrence
- \$1,000,000 Personal and Advertising Injury
- \$100,000 Fire Damage – Any One Fire
- \$5,000 Medical Expense – Any One Person
- The Owner (the Newtown Board of Education/Town of Newtown and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions) will be included as an **Additional Insured** onto the CGL policy carried by the Contractor. The Additional Insured coverage afforded to the Owner shall apply on a **primary and non-contributory basis** and include **completed operations** coverage’s.
- The CGL policy carried by the Contractor shall contain a **Waiver of Subrogation** clause and the Contractor hereby agrees to waive the Contractor’s right of recovery against the Owner (the Town of Newtown (and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions)).

### 2. Business Auto / Commercial Auto Insurance – Minimum Limits required:

- 1,000,000 Liability

- The Owner (the Newtown Board of Education/Town of Newtown and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions) will be included as an **Additional Insured** onto the Commercial Auto/ Business Auto policy carried by the Contractor.
- The Business Auto / Commercial Auto policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the Newtown Board of Education/Town of Newtown and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions).

### **3. Workers Compensation/Employers Liability Insurance**

- Coverages and limits as required by law Connecticut State law
- Employers Liability Limits:
- 500,000 each accident
- 500,000 aggregate for injury by disease
- 500,000 each employee for injury by disease
- The Workers Compensation/Employers Liability policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the Newtown Board of Education/Town of Newtown and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions).

### **4. Umbrella Liability/Excess Liability: Minimum Limits required:**

- 5,000,000 Each Occurrence
- 5,000,000 General Aggregate
- Policy will provide excess coverage over the Commercial General Liability, Business Auto and Workers Compensation/Employer Liability policies carried by the organization
- The Umbrella / Excess Liability policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the Newtown Board of Education/Town of Newtown and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions).

### **No Limitation on Liability**

With regard to any/all claims made against the Additional Insured by any employee of the Contractor, any subcontractor or anyone directly or indirectly employed by the Contractor or any subcontractor, or anyone for whose acts the Contractor or any subcontractor might be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workers Compensation acts, disability benefits acts or other employee benefit acts.

### **Cancellation, Renewal and Modification**

The Contractor shall maintain in effect all insurance coverage's required under this agreement at the Contractors sole expense and with insurance companies acceptable to the Owner. The policies shall contain a provision that

the coverage will not be cancelled or non-renewed until at least 30 days prior written notice has been given to the owner.

#### **INDEMNIFICATION:**

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Owner, and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions, from and against any/all claims, actions, damages, losses and expenses, including but not limited to attorney's fees, for any actual or alleged injury to any person or persons, including death, or any damage to or destruction of property, arising out of or in connection with the project.

The Contractor's obligation to hold harmless, defend and indemnify the Owner, and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions, extends to the use, conduct or management of the project by any licensee, partner, director, officer, agent, employee, volunteer, invitee, contractor or subcontractor of the Contractor.

#### **8. METHOD OF SELECTION**

The Board will evaluate each proposal based on the following criteria:

- The respondent's ability to develop accurate cost estimates.
- The respondent's proven record of satisfactory completion of previous similarly scoped projects.
- The respondent's ability to submit cost-effective solutions.
- The respondent's key personnel assignment.
- The respondent's provided references.

Telephone, Fax, or electronically transmitted submittals will not be accepted, and no proposals received after the closing date and time will be considered. Failure to comply with these instructions will result in the rejection of your proposal.

The Newtown Board of Education reserves the right to accept and bid or part of bids, to reject any, all or any part of the bids, to waive formalities or informalities in the bidding process and to award the bid deemed to be in the best interest of the Board.

#### **9. PROPRIETARY INFORMATION**

This RFP and one copy of each original proposal received, together with copies of all documents pertaining to the award of a contract, shall be retained by the Newtown Board of Education and made part of a file or record which shall be open to public inspection after contract is awarded.