Stafford Public Schools

REQUEST FOR PROPOSALS (RFP)

RFP NO. 20-01

Stafford Public Schools is accepting proposals on the following:

Maintenance Agreement for Mechanical Systems

All proposals must be made in accordance with Stafford Board of Education Policy #3323.1 – Soliciting Prices (Bids and Quotations) over $5,000. The complete policy can be found on the district website at www.stafford.k12.ct.us.

All proposals must be received by the Proposal Due Date of: March 16, 2020
STAFFORD PUBLIC SCHOOLS
REQUEST FOR PROPOSALS

Maintenance Agreement for Mechanical Systems

RFP 20-01

Stafford Public Schools will receive sealed bids from qualified firms for a Maintenance Agreement for Mechanical Systems.

Request for Proposal packets will be available on Wednesday, February 19, 2020 and may be obtained online at http://www.stafford.k12.ct.us/departments/business_office or may be obtained in person at Stafford Elementary School, 11 Levinthal Run, Stafford Springs, CT 06076 during regular business hours: 8:15am – 2:45pm Monday through Friday.

A non-mandatory Pre-Bid Conference will be held on Tuesday, February 25, 2020. The conference will include a walk-through of the included mechanical systems in the five buildings in the district beginning at Stafford Middle School, 21 Levinthal Run, Stafford Springs, CT at 8:00am.

Request for Proposals are due on Monday, March 16, 2020 at Stafford Public Schools Business Office, Stafford Elementary School, 11 Levinthal Run, Stafford Springs, CT 06076 by 2:00pm.

The Town of Stafford reserves the right to amend or terminate this Request for Proposal; accept all or any part of a proposal; reject any or all proposals; waive any informalities or non-material deficiencies in a proposal; and award the proposal to the firm which in the opinion of the Stafford Public Schools presents the best value to the community in terms of experience, cost and ability to complete the tasks in a timely fashion and not necessarily the lowest bid.

Stafford Public Schools is an Equal Opportunity/Affirmative Action.

Dated this 14th day of February, 2020
Stafford Public Schools
Journal Inquirer publication: Friday, February 21, 2020
PROJECT TITLE:
Maintenance Agreement for Mechanical Systems
RFP 20-01.

PROPOSAL DUE DATE:
Monday, March 16, 2020
All proposals should be sealed with the project title and RFP number clearly written on the front. They are to be delivered to Stafford Elementary School no later than 2:00pm.

ESTIMATED TIME PERIOD FOR CONTRACT:
Is approximately one (1) year beginning on July 1, 2020. The Board of Education reserves the right to extend the contract.

CONSULTANT ELIGIBILITY:
This procurement is open to those companies that satisfy the minimum qualifications stated herein and that are available for work in the State of Connecticut.

CONTENTS OF THE REQUEST FOR PROPOSALS:
1. Introduction and Background
2. Scope of Work
3. Submission Requirements
4. Contract Considerations
5. Award of Contract
6. RFP Attachments
7. Stafford Public School's Rights
8. Attachment 1 – Filter List
1. INTRODUCTION

1.1 PURPOSE AND BACKGROUND
Stafford Public Schools is initiating this Request for Proposals (RFP) to solicit proposals from firms interested in providing a Maintenance Agreement for Mechanical Systems to Stafford Public Schools.

The district intends to award one contract to provide the services described in this RFP. Any contract awarded as a result of this procurement is contingent upon the availability of funding.

1.2 EVALUATIVE CRITERIA
For a Proposer to be deemed qualified, it must demonstrate that it has the requisite experience, skills, and resources necessary to undertake and successfully complete the project contemplated by this RFP. Specific criteria which will be evaluated by the District in determining the adequacy of qualifications include, but will not be limited to the following:

MINIMUM EVALUATION CRITERIA INCLUDES:
- Licensed to do business in the State of Connecticut
- Five years’ minimum experience
- Proposals must be complete, accurate and responsive to RFP requirements
- Proposers must demonstrate evidence of satisfactory insurance coverage, including professional liability insurance and naming of additional insureds

COMPARATIVE EVALUATION CRITERIA INCLUDES:
- Proposers must demonstrate similar project experience
- Proposers must demonstrate overall experience, strength, and qualifications of Proposer, subcontractor(s), staff, and consultants
- Proposers must demonstrate municipal/public sector experience
- Proposers must demonstrate the capacity to complete scope of services on a qualitative, timely basis
- Proposers must demonstrate past performance as determined by references (e.g., accuracy of cost estimates, quality of construction inspection services, etc.)

2. SCOPE OF SERVICES

- INCLUDED LOCATIONS AND SERVICES
  - Inspections and preventative maintenance will be performed on the following equipment at Stafford High School, Stafford Middle School, Stafford Elementary School, West Stafford School and Staffordville School and the Board Office
  - Boilers
  - Water Heaters
  - Pumps
  - Roof Top Units
  - Exhaust Fans
Ductless Split & Packaged Unit (only at the Board Office)

EXCLUDED LOCATION AND SERVICES
- Clima Cool Geo Thermal Chillers in all schools
- Fan Coil Units in all schools
- Ductless Split systems in all schools

INSPECTIONS
- Regular, pre-scheduled inspections of the equipment and systems will be performed throughout the agreement period
- Inspections include the testing of the system components to determine equipment status
- Necessary repairs that are discovered during the course of inspections shall be noted and handled promptly in accordance with district procedures

PREVENTIVE MAINTENANCE
- Preventative maintenance shall be performed in a professional and thorough manner and shall include, but are not limited, to the following:
  - Control calibration and adjustment of pneumatic temperature controls, refrigeration controls, pressure controls, operating controls and safety controls
  - Testing and checking operating refrigerant pressures; voltages and amperages; belts and belt tension; drive couplings; proper control sequencing; electrical connections; rotation; contractors; and starters. Checks on the overall operating performance of heating & cooling systems
  - Cleaning of condenser coils, blower wheels; condensate pans, cooling tower basins; cooling tower nozzles and boiler combustion chambers
  - Lubrication maintenance including greasing of motor and fan bearings, changing of oil; renewing oil filters, oiling damper linkages and bearings (a list of filters is included)
  - Adjusting and fine tuning of superheat settings; capacity control modules; belt tension; oil burners; gas burners; starter transfer timers, compressor cylinder unloaders; outside air dampers, and outdoor switch-over controls

3. SUBMISSION REQUIREMENTS

3.1 SUBMISSION DUE DATE
Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of Stafford Public Schools and will not be returned. Unless otherwise noted within a proposal, proposals received in response to this document are assumed to be valid and binding for one hundred and twenty (120) days from receipt of the proposal. If award is not made within such time, the proposal can be deemed to be either no longer valid, or can be extended with mutual consent of the Stafford Public Schools and the firm submitting the proposal. The envelope should be sealed with the project title and RFP number clearly written on the front and put to the attention of Stafford Public Schools, Business Office. Proposals may not be
submitted using facsimile or email transmission. There will not be a public reading of proposals.

3.2 PROPOSAL PRESENTATION, EXPERIENCE AND QUALIFICATIONS
- Provide an overview of your firm’s capabilities and experience in performing the scope of the work outlined herein.
- Provide the location of your firm’s office along with a description outlining your staffing capabilities and proposed plan in handling on-going project guarantee support, warranty issues and future preventative maintenance.
- Obtain and maintain during the entire contract period, at the Contractor’s expense, insurance coverage as set forth below.
- Provide at least three references for projects of similar nature completed within the last three years.
- Provide a completed IRS Form W-9.

3.3 MOST FAVORABLE TERMS
Stafford Public Schools reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Contractor can propose. There will be no best and final offer procedure. The Stafford Public Schools reserves the right to contact a Consultant for clarification of the proposal.

3.4 NO OBLIGATION TO CONTRACT
This RFP does not obligate Stafford Public Schools to contract for services specified herein.

3.5 REJECTION OF PROPOSALS
Stafford Public Schools reserves the right, at its sole discretion, to reject any and all proposals received without penalty and will not be required to issue a contract as a result of this RFP.

Whenever it is deemed to be in the best interest of Stafford Public Schools, the Superintendent or designated representative shall waive informalities in any and all bids.

4. CONTRACT CONSIDERATIONS

4.1 EQUAL OPPORTUNITY – AFFIRMATIVE ACTION
The successful firm shall comply in all aspects with the Equal Employment Opportunity Act.

4.2 INDEMNIFICATION
The awarded firm agrees to indemnify, defend, and save harmless, the Town of Stafford and Stafford Public Schools, as well as its officers, agents and employees from any and all claims and losses to the extent caused by the negligent act, error or omission of the awarded firm resulting from the performance of this contract, except to the extent caused by the negligent acts of the Town of Stafford and Stafford Public Schools or its officers, agents or employees. Stafford Public Schools cannot indemnify businesses or individuals.
4.3 INSURANCE COVERAGE

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with Stafford Public Schools. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. Stafford Public Schools accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

A. Stafford Public Schools shall be named as an additional insured with respect to General Liability, Automobile Liability, and excess/umbrella liability, all on a separate endorsement.

B. A waiver of subrogation in favor of Stafford Public Schools shall be contained in the Workers Compensation and all liability policies and must be provided through a separate endorsement.

C. All insurance policies shall be endorsed to the effect that Stafford Public Schools will receive at least thirty (30) days' written notice prior to cancellation or non-renewal of the insurance. Contractor is ultimately responsible for notice of cancellation should its carrier be unable to comply with the above requirement.

D. All insurance policies, which name Stafford Public Schools as an additional insured, must be endorsed to read as primary and non-contributory coverage for ongoing and completed operations regardless of the application of other insurance.

E. All insurance policies shall be endorsed to require the insurer to immediately notify Stafford Public Schools of any material change in the insurance coverage, as well as exhaustion of any aggregate limits.

F. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.

G. Required limits may be satisfied by any combination of primary and umbrella liability insurances.

H. Contractor may maintain reasonable and customary deductibles, subject to approval by Stafford Public Schools.

I. Insurance must be purchased from insurers having a minimum A.M. Best rating of A- / VIII.

J. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
K. Upon request, Contractor shall furnish Stafford Public Schools with certified copies of all insurance policies.

L. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to Stafford Public Schools within ten (10) business days after contract award and prior to starting any work by the successful contractor's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to Stafford Public Schools, all required endorsements identified in sections A, B, C and D, above shall be sent to Stafford Public Schools. The certificate of insurance and endorsements shall be sent to:

Stafford Public Schools
11B Levinthal Run
Stafford Spring, CT 06076
Attn: Business Manager

INSURANCE REQUIREMENTS

Contractor shall, at its own expense, maintain on all of its operations, not less than the following coverage and limits of insurance which shall be maintained under forms of policies and from companies satisfactory to the Contractor and Owner. The insurance company must have a financial rating of at least A- VII as defined by A.M. Best Company. Copies of policies shall be provided when requested.

Workers' Compensation and Employers Liability Insurance.
   Workers' Compensation insurance shall be provided as required by any applicable law or regulation. Employer's Liability insurance shall be provided in amounts not less than:
   $100,000 each accident for bodily injury by accident
   $500,000 policy limit for bodily injury by disease
   $100,000 each employee for bodily injury by disease

   A waiver of subrogation endorsement is required. If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or under laws, regulations or statutes applicable to work on, next to, or above water, coverage shall be included for such injuries or claims.

General Liability Insurance.
   Contractor shall carry Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of Contractor, providing insurance for
bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

1. premises and operations;
2. products and completed operations;
3. contractual liability insuring the obligations assumed by Subcontractor in this Agreement,
4. broad form property damage (including completed operations);
5. explosion, collapse and underground hazards; and
6. personal and advertising injury liability

Except with respect to bodily injury and property damage included within the products and completed operation hazards, the aggregate limit, where applicable, shall apply separately to Contractor's work under this Agreement.

The limits of liability shall be not less than:

$1,000,000 each occurrence (combined single limit for bodily injury and property damage)

$2,000,000 general aggregate per project

$1,000,000 for personal/advertising injury liability

$2,000,000 aggregate for products-completed operations

The policy must have an endorsement providing that the general aggregate limit applied separately to this project.

Automobile Liability Insurance.
Contractor shall carry Automobile Liability insurance, including coverage for all owned, hired and non-owned automobiles. The limits of liability shall be not less than $1,000,000 combined single limit each accident for bodily injury and property damage.

Professional Liability Insurance.
Professional Liability insurance policy may be required if Contractor or their subcontractor provides services of a professional nature, including design or design/build services to the project. Professional Liability insurance in an amount not less than $1,000,000 per claim/$1,000,000 annual aggregate shall apply. Evidence of
coverage in the form of a Certificate of Insurance shall be provided prior to the start of work.

Property Insurance
Contractor shall be responsible for maintaining any and all property insurance on their own equipment and shall require all subcontractors to do likewise.

Umbrella/Excess Liability Insurance.
Coverage applies over the underlying Commercial General Liability, Automobile Liability, pollution liability (where applicable), and Employer Liability section of the Workers Compensation Coverage.

$1,000,000 per occurrence/$1,000,000 annual aggregate

Insurance Requirements for Subcontractors.
The Contractor shall ensure that all tiers of their subcontractors shall procure and maintain insurance in like form and amounts including the Additional Insured requirements, all as set forth above. Copies of the certificate must be provided prior to the subcontractor entering the jobsite.

5. AWARD OF CONTRACT

5.1 NOTIFICATION TO PROPOSERS
Stafford Public Schools will notify the successful Contractor of their selection in writing upon completion of the evaluation process. Individuals or firms whose proposals were not selected for further negotiation or award will be notified separately by e-mail or facsimile if such information is provided with bid proposals.

5.2 BILLING PROCEDURES AND PAYMENT
Stafford Public Schools will pay in semi-annual installments of said project. The invoices shall describe and document to the Board’s satisfaction a description of the work performed and fees charged.

5.3 CONTRACT MANAGEMENT
The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this contract.
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<tr>
<th>Contractor's Contract Manager</th>
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<tr>
<td><strong>Contract Manager's Name:</strong></td>
<td>Frank Bonavita</td>
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<td><strong>Contractor:</strong></td>
<td>Director of Building Services</td>
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<td><strong>Contractor's Address:</strong></td>
<td>21 Levinthal Run</td>
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<td><strong>Phone:</strong> ( )</td>
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<td><strong>Email address:</strong></td>
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5.4 APPROVAL

This contract shall be subject to the written approval of the Board’s authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

6. STAFFORD PUBLIC SCHOOLS RIGHTS

Stafford Public Schools reserves the right to do the following at any time:

a. Reject any or all proposals without indicating any reason for such rejection.

b. Waive or correct any minor or inadvertent defect, irregularity or technical error in a proposal, the RFP process, or as part of any subsequent contract negotiation.

c. Request that companies supplement or modify all or certain aspects of their proposals or other documents or materials submitted.

d. Terminate the RFP, and at its option, issue a new RFP or none at all.

e. Procure any equipment or services specified in this RFP by other means.

f. Modify the selection process, the specifications or requirements for materials or services, or the contents or format of this RFP.

g. Extend a deadline specified in this RFP, including deadlines for accepting Proposal Responses.

h. Negotiate with any or none of the companies.
i. Modify in the final agreement(s) any terms and/or conditions described in this RFP.

j. Terminate failed negotiations with companies without liability, and negotiate with other companies.

k. Disqualify any companies on the basis of a real or apparent conflict of interest, or evidence of collusion that is disclosed by the proposals or other data available to the District.

l. Eliminate, reject, or disqualify the proposals of any companies that fail to submit a responsive proposal response as determined solely by the District.

m. Independently verify any and all claims made by companies.

THIS CONTRACT, consisting of twelve pages and one attachment, is executed by the persons signing below who warrant that they have the authority to execute the contract.

Contractor

Stafford Public Schools

Signature

Signature

Title  Date

Title  Date

Page 12 of 12
### ATTACHMENT 1 - FILTER LIST

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</table>