

**LEGAL NOTICE
REQUEST FOR PROPOSALS
MANCHESTER PUBLIC SCHOOLS
TOWN OF MANCHESTER, CONNECTICUT**

RFP #015-006

The Manchester Board of Education will receive proposals in the Office of the Assistant to the Superintendent, Finance and Management, 45 North School Street, Manchester, Connecticut 06042 on the date and time listed below for the following:

Gymnasium Floor Refinishing, Manchester High School

Proposals will be accepted until: Thursday, April 2, 2015 at 1:30 p.m.

The right is reserved to reject any and all proposals. Specifications and forms may be obtained from our website mpspride.org or:

Manchester Public Schools
Office of the Assistant to the Superintendent,
Finance and Management
45 North School Street
Manchester, Connecticut 06042

during regular office hours between 8:00 a.m. and 4:00 p.m. or by calling (860) 647-3445.

Manchester Public Schools is an equal opportunity employer and requires affirmative action policy for all of its contractors and vendors as a condition of doing business with the school district, as per Federal Order 11246.

Patricia F. Brooks
Manchester Public Schools
Assistant to the Superintendent
Finance and Management

INSTRUCTIONS TO PROPOSERS

These instructions are standard for all request for proposals issued by Manchester Public Schools, Manchester, CT, where a vendor is to furnish professional services, labor, materials and/or necessary equipment to complete a proposal as outlined in our detailed specifications. Manchester Public Schools (MPS) may delete, supersede or modify any of these standard instructions for a particular proposal.

- 1.0 The attached proposal is signed by the Proposer with full knowledge of an agreement with the general specifications, conditions and requirements of this Proposal.
- 1.1 Submit two (2) copies of the Proposal in an envelope marked with the Proposer's name and address on the upper left hand corner. Proposal shall be made out in the exact form of enclosed Proposal Form on proposer's letterhead and shall be signed by an officer of the company or corporation. **Proposals are to plainly marked in the lower left hand corner with proposal number, name of proposal, opening date and time.**
- 1.2 Proposals received later than the date and time specified will not be considered. Amendments to or withdrawals of proposals received later than the date and time set for proposal opening will not be considered.
- 1.3 All deliveries of commodities shall comply with all applicable laws of the Federal Government and/or the State of Connecticut. Purchases made by MPS are exempt from the payment of Federal Excise Taxes and the State of Connecticut Sales Tax and such taxes must not be included in the proposal prices. All prices are FOB to Manchester, CT.
- 1.4 MPS reserves the right to reject any and all proposals, to waive technical defects and to make such awards including accepting a proposal, although not the low proposal, as it is deemed to be in the best interest of MPS.
- 1.5 MPS may withhold acceptance of work and payment when it is determined that said work or materials do not meet the specified requirements. Payment will not be made until work is to MPS official and/or authorized agent's satisfaction, and all work is certified.
- 1.6 MPS may make such investigation as deemed necessary to determine the ability of the Proposer to discharge his contract. The Proposer shall furnish MPS with all such information and data as may be required for this purpose. MPS reserves the right to reject any proposal if the Proposer fails to satisfactorily convince MPS that he/she is properly qualified by experience and/or does not have the facilities to carry out the worked called for herein. Conditional proposals will not be accepted.
- 1.7 **ALL MEASUREMENTS ARE THE RESPONSIBILITY OF THE PROPOSER.**
- 2.0 Specifications cannot be modified by anyone other than the assigned agent for MPS.
- 2.1 Successful proposer is responsible for obtaining all necessary building permits as required by State and Town authorities. Cost for permits is waived for work done on school property.
- 2.2 The successful proposers shall, after being awarded the contract, and before doing any work, furnish Certificates of Insurance, including Automobile Property Damage Liability, Public Liability and Workers Compensation Insurance in the amounts shown in APPENDIX A.

The contractor shall carry insurance under which Manchester Public Schools and the Town of Manchester, CT, shall be named as an additional insured for the duration of this work.

All Liability Insurance required herein shall be Comprehensive, General and Automobile Bodily Injury and Property Damage Policy or Policies.

Certificate of Contractor Liability shall be filed with the owner before work is started and contain a ten (10) day written notice of cancellation clause.

- 2.3 During construction the Contractor will keep the site clean and orderly at all times. Upon completion of the work called for, the contractor shall remove from the premises all rubbish, tools, equipment and the like, leaving said premises in a clean, safe and orderly condition.
- 2.4 All work done under this proposal must comply with all State and Town codes and licensed tradesmen will be used where applicable.
- 2.5 Payments for labor and material will only be made upon installation. No payments will be made for material stored on the site.
- 2.6 The work included in these specifications covers all labor, material equipment, and services required to complete what is listed in the Request for Proposal.
- 2.7 All work must be scheduled during normal MPS working hours.
- 2.8 The Contractor shall and does hereby, as part of the contract, guarantee all materials and workmanship to be of first quality and that the finished work will remain in satisfactory condition for a period of one (1) year from the date of final acceptance of work performed or as specified in the proposal. The date of acceptance is considered to be the date of final payment for the work involved.
- 2.9 The Contractor shall be required to submit the AFFIRMATIVE ACTION STATEMENT, APPENDIX B, with their completed bid proposal package. The successful Contractor shall comply in all respects with the Equal Employment Opportunity Act. Findings of non-compliance with applicable State and Federal equal opportunity laws and regulations will be sufficient reason for revocation or cancellation of this contract.
- 2.10 The contractor shall be required to complete the CONTRACTOR INDEMNIFICATION, APPENDIX C, with their completed proposal package.
- 3.0 **Code Requirements:** Contractors should be aware that all Public Schools are required by State and Federal regulations to comply with all laws pertaining to asbestos containing building materials (ACBM) in their schools.

It is required that any design professional and/or contractor that enters into a contractual agreement with the MPS, pertaining to building renovations or additions shall ensure that all building materials specified and/or to be installed are of a non-asbestos material. In order to verify this, the owner requires the successful contractor to submit Material Safety Data Sheets (MSDS) detailing the building material.

All contractors/design professionals are encouraged to inspect the AHERA Asbestos Management Plan prior to commencing any work. Any questions regarding ACBM or this requirement should be addressed to the owner's Asbestos Management Planner.

Any asbestos encountered in construction shall be brought to the owner's attention prior to continuation of work. Removal will be done in accordance with all Federal, State and local laws and regulations.

Disabilities Code Requirements: In order to meet the needs of persons with disabilities, when applicable all items shall comply with the current Connecticut Basic Building Code including ICC/ANSI A 117.1-1998, Section 504 Rehabilitation Act 1973 including the Uniform Federal Accessibility Standards (UFA) and 504 Regulations, and the Americans with Disabilities Act Title II including Americans with Disabilities Act Accessibility Guidelines (ADAAG) and ADA Regulations.

Compliance with the current Connecticut Fire Safety Code and current OSHA – Title 29/Labor is also required when applicable. Contractor must provide proof of having attended OSHA 10 hour Construction Standard Training course for any projects over \$100,000 (effective July 2007).

The “items” shall include, but are not limited to; fixtures, furnishings, equipment, workstations (including built-ins), playground equipment, laboratory fume hoods, darkroom equipment, welding stations, shop equipment, etc.

- 3.1 There shall be no smoking or other use of tobacco products in any school building at any time, nor on school grounds during normal school hours. Proper attire is to be worn at all times. Contractor's personnel shall use extreme caution while driving motor vehicles on school property.
- 3.2 The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of contract or any portion thereof or of his right, title or interest therein, or of his obligations thereunder, without consent of MPS.
- 3.3 **Hold Harmless:** The Contractor/Insured shall indemnify and hold harmless the owner and, if applicable, the engineer and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees of counsel selected by the owner, arising out of or resulting from the performance of the work and/or the supplying of materials, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the Contractor/Insured, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any them may be liable, regardless of whether or not they are caused in part by a party indemnified hereunder.
- 3.4 **Prevailing Wage Rates:** The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment of contribution paid or payable on behalf of each such employee to any employee welfare fund defined in subsection (h) of this section (31-53 of the General Statutes,) shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by

agreement to make payment or contribution on behalf of such employee to any such employees' welfare fund shall pay to each employee as of his wages the amount of payment or contribution for his classification on each payday.

Upon the award of any contract subject to the provisions of this section the Contractor to whom such contract is awarded shall certify, under oath to the Labor Commissioner, the pay scale to be used by such contractor and any of his subcontractors for work to be performed under such contract. The Contractor shall fully comply with all provisions of Public Act 93-392 including weekly submitted of certified payrolls accompanied by a Compliance Statement and shall be subject to such sanctions mandated for violations of said Public Act.

The provisions of this section shall not apply where the total cost of all work to be performed by ALL Contractors and Subcontractors in connection with new construction of any public works project is less than Four Hundred thousand dollars or where the total cost of all work to be performed by ALL Contractors and Subcontractors in connection with any remodeling refinishing, refurbishing, rehabilitation, alteration or repair of any public works project is less than ONE HUNDRED thousand dollars.

NOTICE TO ALL CONTRACTORS, BUILDERS AND HOMEOWNERS

Please pay particular attention to the following list of inspections. Requirements will be strictly adhered to.

Pursuant to Section 113.0 of the State of Connecticut Basic Building code, the following inspections **are required** by the Manchester Building Department:

1. Site inspection – before permit is issued.
2. When footing forms are in place and before concrete is placed.
3. When foundation forms are in place and before concrete is placed.
4. After foundation is erected, waterproofed and footing drains installed.
 - a. ***Before construction above foundation is started two “As Built” foundation location plans must be filed with the Building Department.
5. When forms for structural slabs, panels or columns are in place and before concrete is placed.
6. Fireplace when the top of the smoke chamber is reached.
7. 1st roof/felt/ice and water shield (nailing shall be at 6 nails per shingle including new construction.)
8. Rough inspections:
 - Plumbing before any piping is concealed.
 - (Complete duct work and plumbing shall be installed before electrical wiring is started.)
 - Heating pipes and/or ducts before they are concealed.
 - Electrical before any wiring is concealed.
 - Framing before any interior wall covering is applied.
 - Insulation before drywall.
9. Final inspections when all construction details and utility installations re: complete and house numbers, as designated by the Engineering Department, are installed.
10. Other inspections which may be requested by the building or contractor and/or required by the building official or his designee.
11. The permit holder or his agent shall notify the building official when the work is ready for inspections, **giving not less than seventy-two (72) hours notice.**
12. **Inspection for issuance of Certificates of occupancy requires a 10 day prior notification to the Building Department.**

NOTE: Complete duct work and plumbing shall be installed before electrical wiring is started.

APPENDIX A
INSURANCE REQUIREMENTS

- A. To the extent applicable, the amounts and types of insurance will conform to the minimum terms, conditions and coverage of Insurance Services Office (ISO) policies, forms and endorsements.
- B. If the Contractor/Insured has self-insured retentions or deductibles under any of the following minimum required coverage, the Contractor/Insured must identify on the certificate of insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be the Contractor/Insured's sole responsibility.
- C. **Commercial General Liability:** The Contractor/Insured will maintain commercial general liability insurance covering all operations by or on behalf of the Contractor/Insured on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Such insurance will have these minimum limits:

Minimum Limits: \$1,000,000 each occurrence
 \$2,000,000 each occurrence if blasting is required
 \$2,000,000 general aggregate with dedicated limits per
 Project site
 \$2,000,000 products and completed operations aggregate
 \$1,000,000 personal and advertising injury.

Should blasting be required, all necessary permits for the use of explosives shall be obtained by the contractor/insured or insured from the Fire Marshal.

- D. **Automobile Liability:** The Contractor/Insured will maintain business auto liability coverage for liability arising out of any auto, including owned, hired, and non-owned autos.

Minimum Limits: \$1,000,000 combined single limit each accident

- E. Worker's Compensation: The contractor/insured will maintain workers' compensation and employer's liability insurance.

Minimum Limits: Worker's compensation: statutory limit
 Employer's Liability: \$1,000,000 bodily injury or each accident
 \$1,000,000 bodily injury by disease for each employee
 \$1,000,000 bodily injury disease aggregate

- F. Umbrella/Excess Liability: The contractor/insured will maintain umbrella/excess liability insurance on an occurrence basis of the underlying commercial general liability, auto liability and workers' compensation insurance. The coverage shall be at least as broad as each of the underlying policies. The amounts of insurance required may be satisfied by purchased coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limit specified for general liability, auto liability and workers' compensation when added to the limit specified in this section.

Minimum Limits: \$5,000,000 combined single limit and aggregate limit.

APPENDIX B

**MANCHESTER PUBLIC SCHOOLS
45 North School Street
Manchester, CT 06042**

TO: All Vendors
FROM: Patricia F. Brooks, Assistant to the Superintendent,
Finance and Management
SUBJECT: Affirmative Action

Manchester Public Schools is an Equal Opportunity Employer, and will not transact business with firms which are not in compliance with all Federal and State Statutes and Executive Orders pertaining to non-discrimination.

In order to have your firm listed on our acceptable vendor's list and thereby be eligible for consideration as a source for goods and services, please complete and return the following Statement of Policy to:

Patricia F. Brooks
Assistant to the Superintendent
Finance and Management

STATEMENT OF POLICY

It is the employment policy of _____ that there shall be no discrimination against anyone on the grounds of race, creed, national origin, sex or age in the hiring, upgrading, demotions, recruitment, termination and selections for training.

In addition, this firm is in full compliance with the letter and intent of the various Equal Opportunity and Civil Rights Statutes noted above.

Date

Signed (Name/Title of Company Officer)

Telephone

Street Address

Fax

City/State/Zip Code

APPENDIX C

CONTRACTOR INDEMNIFICATION

The contractor shall at all times indemnify and save harmless Manchester Public Schools and its officers, agents and/or employees against any and all claims, demands, losses, judgments, costs, worker’s compensation payments, litigation expenses and counsel fees arising out of injuries to the person (including death) or damage to property alleged to have been sustained by:

- a. officials, officers, agents and/or employees of MPS or;
- b. the contractor, his subcontractors or delivery persons or;
- c. any other person, whose injuries are alleged to have occurred on or near the work, or to have been caused in whole or in part by the acts, omissions or neglect of the contractor or his subcontractor or delivery persons by reason of his/her or their use of faulty, defective or unsuitable work.

The existence of insurance shall in no way limit the scope of this indemnification. The contractor further undertakes to reimburse MPS for damage to property of MPS caused by the contractor, or his employees, agents, subcontractors or delivery persons, or by faulty, defective or unsuitable material or equipment used by him or them.

STATE OF CONNECTICUT:

COUNTY OF: _____

Signed _____
Contractor

By _____
Name

Street

City/State/Zip Code

Date

Subscribed and Sworn to before me on this
_____ day of _____ 20____

Notary Public

APPENDIX D

NOTICE TO ALL CONTRACTORS, BUILDERS AND HOMEOWNERS

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3. When foundation forms are in place and before concrete is placed.
4. After foundation is erected, waterproofed and footing drains installed.
- 4a. ***Before construction above foundation is started two “As Built” foundation location plans must be filed with the Building Department.
5. When forms for structural slabs, panels or columns are in place and before concrete is placed.
6. Fireplace when the top of the smoke chamber is reached.
7. 1st roof/felt/ice and water shield (nailing shall be at 6 nails per shingle including new construction.)
8. **Rough inspections:**
Plumbing before any piping is concealed.
(Complete duct work and plumbing shall be installed before electrical wiring is started.)
Heating pipes and/or ducts before they are concealed.
Electrical before any wiring is concealed.
Framing before any interior wall covering is applied.
Insulation before drywall.
9. Final inspections when all construction details and utility installations re: complete and house numbers, as designated by the Engineering Department, are installed.
10. Other inspections which may be requested by the building or contractor and/or required by the building official or his designee.
11. The permit holder or his agent shall notify the building official when the work is ready for inspections, **giving not less than seventy-two (72) hours notice.**
12. **Inspection for issuance of Certificates of occupancy requires a 10 day prior notification to the Building Department.**

NOTE: Complete duct work and plumbing shall be installed before electrical wiring is started.

CONTRACT EXECUTION

Upon notification of acceptance of this proposal, we shall execute a formal contract within five days of the receipt of the agreement for signing.

CONTRACTOR INFORMATION

The Proposer is a/an (individual) (partnership) (corporation). Names and titles of other offices or partners are:

(for corporation, give State of incorporation and affix corporate seal)

I understand that full payment will be made by the Owner after completion of the project and acceptance by the Owner's representative.

Signature

Date

Name (Printed)

CONTENT AND ORGANIZATION OF PROPOSAL

The Request for Proposal (RFP) is intended to provide interested Proposers with information concerning the conditions and requirements for submitting proposals. Proposers must examine all information and materials contained in this RFP. **Failure to do so will be at the Proposer's risk.** In response to the RFP, Proposers shall adhere to the established format. By doing so, comparable objective data will be provided for Manchester Public Schools' (MPS) review and analysis. The Proposal shall contain the following sections, in order and format described.

A. Submittal Letter

A letter of transmittal addressed to **Mrs. Patricia F. Brooks, Assistant to the Superintendent, Finance and Management**, which includes a statement by the Proposer accepting all terms, conditions and requirements contained in the RFP. The letter should also include a brief discussion of the Proposer's background, experience and ability to perform this contract in accordance with the scope of services. Each Proposer shall have performed similar work for a period of at least five (5) years. Also to be included is a listing of municipal or private sector references for whom recent (3 years or less) similar services were provided.

B. Price Proposal

Vendors shall submit a price proposal which indicates their full cost to provide the scope of services outlined. All costs associated with the performance of these services must be clearly delineated.

C. Exceptions

Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The MPS may accept proposals which take exception to any requirements of the RFP. Any exception must be clearly delineated and cannot materially affect the substance of this RFP.

EVALUATION CRITERIA AND SELECTION

Proposals will be reviewed and evaluated based upon the following factors:

- A. Experience and References
- B. Competitiveness of Price Proposal

The MPS shall select that responsible and responsive Proposer whose proposal is determined by the MPS to be best suited and most advantageous, and provides the greatest overall benefit to the MPS on the basis of the criteria and/or factors of evaluation listed. The MPS expressly reserves the right to negotiate with the selected Proposer prior to an award of any contract pursuant to the RFP. Proposals shall remain open and subject to acceptance for 90 days from the date of proposal opening. During this period, respondents may not make material modifications, corrections, or changes (including pricing) to their proposal.

SPECIFICATIONS FOR GYMNASIUM FLOOR REFINISHING

The following specifications are for services to refinish approximately 13,500 square feet in the Main Gymnasium in Manchester High School, 134 East Middle Turnpike, Manchester, CT 06042. The work shall consist of:

1. Sand entire floor to bare wood
2. Patch, repair, fill, level where needed
3. Vacuum and tack entire gymnasium floor
4. Apply two coats of high quality wood sealer
5. Paint all competitive game lines as currently exist, and logo as requested by Manchester Public Schools
6. Apply two (2) coats high-solids VOC-450 oil-modified polyurethane finish.

**THESE SERVICES MUST BE COMPLETED BETWEEN MONDAY, AUGUST 3, 2015,
AND THURSDAY, AUGUST 20, 2015.**

Additional services if needed:

1. Broken Board Replacement – Square foot cost for board replacement

Provide all necessary elements including labor and equipment, materials, tools, and vehicles as required. Prices, prevailing wage schedule and terms and conditions shall remain firm throughout the term of the contract.

Manchester Public Schools' Project Manager is:

Mr. Charles Cadman
325 Olcott Street
Manchester, CT 06040
Office: 860-647-3511
Cell: 860-250-1446
Email: chuckc@mpspride.org

Cleanup and Refuse: The contractor will dispose of all refuse and waste material at his expense in containers provide by the contractor, and in accordance with all federal, state, and local Laws and Regulations.

The Contractor shall assume all costs and responsibilities for all new and good quality materials, labor, equipment, materials, tools, and vehicles required for the services covered under this document. MPS will not provide any labor, equipment, tools, or vehicles nor assist with nor accept responsibility for any of the covered services. However, MPS reserves the right to purchase material or rent equipment needed for specific jobs with the Contractor only to provide labor. The Project Manager will accompany the Contractor to the work area and will provide access to the worksite.

The Contractor shall notify the Project Manager of any project related discrepancies found during performance of the work. Prior to commencing any work which incurs additional cost for a project, a separate Delivery/Order Form, detailing the additional cost, shall be prepared and approved by both MPS and the Contractor.

The Contractor shall cooperate with MPS to minimize conflict and to facilitate the occupant's operations.

The Contractor shall immediately notify the Project Manager both verbally and by a follow-up letter, of any discrepancies found during performance of any services, which may adversely affect the execution of the contract, which may include actual or potential damage, hazard, or impairment to the School's operation. Any

additional cost to MPS shall be subject to the approval of the Assistant to the Superintendent, Finance and Management or his/her designee.

The Contractor shall be responsible for verifying exact locations, dimensions, measurements, and other data, which may affect the services performed under the contract. Any breakage or damage occurring during the performance of any work shall be promptly repaired or replaced by the Contractor, at no additional cost and to the Project Manager's satisfaction. Failure of the Contractor to meet all requirements of this section shall be cause for termination of the contract.

B. CONTRACTOR PERFORMANCE CRITERIA

The Contractor's performance will be evaluated on an ongoing basis, and will be utilized in determining whether or not to continue with the Contract. Performance may result in cancellation of the contract.

C. GUARANTY AND WARRANTY

The Contractor shall pay to Manchester Public Schools all expenses, losses and damages incurred as a consequence of any defect, omission, negligence, or error by the Contractor, Contractor's employees, Subcontractors, or Subcontractor's employees. The Contractor guaranties that all work, and equipment furnished and installed under this contract, are in accordance with the Specifications and is free from defects in material and craftsmanship for a period of one year from the date of receipt and acceptance by Manchester Public Schools.

Business Reference Form

Contractor: _____ Date _____

Please provide Manchester Public Schools with a brief history of your company, along with three (3) references, with dates and descriptions of services provided that is similar in size, complexity, and scope of work to that described above in the past three years.

Description and date(s) of commodities and services provided:

1. Reference Name: _____ Contact Person: _____

Address: _____ Tel Number: _____

Description and Dates of Services Provided: _____

2. Reference Name: _____ Contact Person: _____

Address: _____ Tel Number: _____

Description and Dates of Services Provided: _____

3. Reference Name: _____ Contact Person: _____

Address: _____ Tel Number: _____

Description and Dates of Services Provided: _____

References will be contacted to confirm Proposer's abilities, qualifications and performance. Manchester Public Schools may deem the Proposer's response unresponsive if a reference is not obtainable from listed reference after reasonable attempts.

MANCHESTER PUBLIC SCHOOLS
Manchester High School
Main Gymnasium

REFINISHING HARDWOOD GYMNASIUM FLOOR

PROPOSAL FORM

Proposer's Name: _____

Proposal For: Refinishing Hardwood Gymnasium Floors

Base Proposal: \$ _____

Square foot cost for board replacement: \$ _____

By signing the proposal form, the Proposer acknowledges having received, read, and agrees to all the terms and conditions in the proposal specifications and the "Instructions to Proposers and General Conditions". In addition, the Proposer understands that the proposal will be considered incomplete unless the forms which are a part of the "Instructions to Proposers and General Conditions" are completed and attached to this proposal form.

Company Name

Officers Signature

Street Address

Officer's Printed Name

City, State, Zip Code

Officer's Official Title

Telephone Number

Fax Number