

# 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>	District Wide Indoor Air Quality and HVAC Services
<b>CONTRACT:</b>	202312-01
<b>DESCRIPTION:</b>	Provide services for inspection and evaluation of IAQ and HVAC systems districtwide.

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>	<b>Wednesday, January 31, 2024, 12 pm</b>
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Immediately following, the bids will be publicly opened and read.

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

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

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## **Section 1: General Information and Requirements**

### **1.1 General Information and Intent**

The Naugatuck Board of Education is requesting competitive bids to provide services for the inspection and evaluation of indoor air quality and HVAC systems throughout the district.

### **1.2 Questions**

All questions and inquiries shall be directed via email to:

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

by Wednesday, January 10, 2024 at 4 pm. Responses will be posted on our website by Wednesday, January 17, 2024 at 4 pm.

### **1.3 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.

### **1.4 Minimum Project Scope**

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

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

## **1.5 Negotiation**

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

## **1.6 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.

### **1.6.1 Submission of Proposals**

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

#### **Proposals shall be mailed or delivered to:**

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

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

#### **Late submissions will not be accepted**

### **1.6.2 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.

### **1.7.1 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.

### **1.7.2 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.

### **1.7.3 Insurance Requirements**

#### **Indemnification and Insurance**

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

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

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

In addition,

- Such policy will be provided on an occurrence basis and will be primary and shall not contribute in any way to any insurance or self-insured retention carried by the additional insured.

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

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

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

#### **1.7.4 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. Schedule of Important Dates

**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**

See attached Scope of Work.

### **2.4 Insurance Certificate**

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

### **2.5 References**

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



<b>PROJECT:</b>	District Wide Indoor Air Quality and HVAC Services
<b>CONTRACT:</b>	202312-01
<b>DESCRIPTION:</b>	Provide services for inspection and evaluation of IAQ and HVAC systems districtwide.

**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 for Professional IAQ and HVAC Services**

1. Services for uniform inspection and evaluation of Indoor Air Quality (IAQ) for Naugatuck Public Schools.
2. Services for uniform inspection and evaluation of Heating, Ventilation and Air Conditioning (HVAC) systems for Naugatuck Public Schools.

This project is to satisfy the Connecticut Indoor Air Quality (IAQ) testing requirements pursuant to Connecticut Public Act 23-167 and State Statutes (CGS) 10-231e, CGS 10-220(d) and that codify the requirements for Indoor Air Quality testing and HVAC assessments. The provider of services will need extensive knowledge and understanding of the above act and statutes.

This project is expected to commence in late February 2024. It must be completed no later than September 30, 2024.

All services included in this scope and the project description will be performed at each of the ten (10) school buildings in the District as follows:

<b>School</b>	<b>Address</b>	<b>Current Sq. Ft.</b>
Early Childhood Center	28 Central Avenue	31,747
Andrew Avenue Elementary School	140 Andrew Avenue	36,900
Hop Brook Elementary School	75 Crown Street	39,131
Maple Hill Elementary School	641 Maple Hill Road	52,250
Salem Elementary School	124 Meadow Street	28,701
Western Elementary School	100 Pine Street	29,258
Cross Street Intermediate School	120 Cross Street	39,121
Hillside Intermediate School	51 Hillside Avenue	55,294
City Hill Middle School	441 City Hill Street	112,055
Naugatuck High School	543 Rubber Avenue	268,279

This project will be twofold for the Naugatuck Public Schools:

The first, pursuant to Connecticut's Indoor Air Quality (IAQ) testing requirements:

- 1. Provide services for a uniform inspection and evaluation program of the indoor air quality within our school buildings using the Environmental Protection Agency's Indoor Air Quality Tools for Schools Program. This service, as mandated, will occur every one (1) year.**

Note: The service provider will need to be certified in testing, adjusting and balancing of heating, ventilation and air conditioning systems by the Associated Air Balance Council, the National Environmental Balancing Bureau or the Testing, Adjusting and Balancing Bureau, or an individual training under the supervision of a Testing, Adjusting and Balancing Bureau certified technician or a person certified to perform ventilation assessments of heating, ventilation and air conditioning systems through a certification body accredited by the American National Standards Institute.

The inspection and evaluation program shall include, but not be limited to, a review, inspection or evaluation of the following:

- (A) The heating, ventilation and air conditioning systems;
- (B) Radon levels in the air;
- (C) Potential for exposure to microbiological airborne particles, including, but not limited to, fungi, mold and bacteria;
- (D) Chemical compounds of concern to indoor air quality including, but not limited to, volatile organic compounds;
- (E) The degree of pest infestation, including, but not limited to, insects and rodents;
- (F) The degree of pesticide usage;
- (G) The presence of and the plans for removal of any hazardous substances that are contained on the list prepared pursuant to Section 302 of the federal Emergency Planning and Community Right-to-Know Act, 42 USC 9601 et seq.;
- (H) Ventilation systems;
- (I) Plumbing, including water distribution systems, drainage systems and fixtures;
- (J) Moisture incursion;
- (K) The overall cleanliness of the facilities;
- (L) Building structural elements, including, but not limited to, roofing, basements or slabs;
- (M) The use of space, particularly areas that were designed to be unoccupied; and
- (N) The provision of indoor air quality maintenance training for building staff.

The service provider will comprise a written report on all above findings.

The second, pursuant to Connecticut's uniform inspection and evaluation of HVAC requirements:

**2. Provide services for a uniform inspection and evaluation of the heating, ventilation and air conditioning system within each school building. This service, as mandated, will occur every five (5) years.**

Note: The service provider will need to be a certified testing, adjusting and balancing technician, an industrial hygienist certified by the American Board of Industrial Hygiene or the Board for Global EHS Credentialing, or a mechanical engineer.

Such heating, ventilation and air conditioning systems inspection and evaluation shall include, but need not be limited to:

- (A) Testing for maximum filter efficiency;
- (B) Physical measurements of outside air delivery rate;
- (C) Verification of the appropriate condition and operation of ventilation components;
- (D) Measurement of air distribution through all system inlets and outlets;
- (E) Verification of unit operation and that required maintenance has been performed in accordance with the most recent indoor ventilation standards promulgated by the American Society of Heating, Refrigerating and Air-Conditioning Engineers;
- (F) Verification of control sequences;
- (G) Verification of carbon dioxide sensors and acceptable carbon dioxide concentrations indoors, and
- (H) Collection of field data for the installation of mechanical ventilation if none exist.

Also, the ventilation systems inspection and evaluation shall identify to what extent each school's current ventilation system components, including any existing central or noncentral mechanical ventilation system, are operating in such a manner as to provide appropriate ventilation to the school building in accordance with most recent indoor ventilation standards promulgated by the American Society of Heating, Refrigerating and Air-Conditioning Engineers.

The inspection and evaluation above shall result in a written report that will satisfy all State of Connecticut requirements, and such report shall include any corrective actions necessary to be performed to the mechanical ventilation system or the heating, ventilation and air conditioning infrastructure to achieve compliance with current ventilation standards, including:

- (A) A review of the data collected in the ventilation verification report and determination to what extent the systems are providing appropriate ventilation to the building,
- (B) Recommendation for the installation of filters meeting the most optimal level of filtration available for a given heating, ventilation and air conditioning system,
- (C) Recommendation of installation of carbon dioxide sensors,
- (D) Recommendation of additional maintenance, repairs, upgrades or replacement.

**ATTACHMENT #3**

**Schedule of Important Dates**

<b>Date</b>	<b>Time</b>	<b>Event</b>
Wednesday January 3, 2024	12:00pm	RFP Issued
Wednesday January 10, 2024	12:00pm	Deadline to Submit RFI
Wednesday January 17, 2024	4:00pm	Response to RFI Issued
Wednesday January, 31, 2024	12:00pm	Deadline for Proposals