



New Milford Board of Education
25 Sunny Valley Rd
Suite A
New Milford, CT 06776

NEW MILFORD PUBLIC SCHOOLS

REQUEST FOR PROPOSAL

RFP E-2425-004

NEW MILFORD HIGH SCHOOL GUTTER REPAIRS

New Milford Public Schools
Request for Proposal
NMHS Gutter Repairs

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1. INTRODUCTION

The New Milford Public Schools (the "District") is requesting proposals from qualified contractors to provide materials and services in repairing All the gutter seams on New Milford High School.

1.1 BACKGROUND

New Milford High School was constructed in 2000 at which time metal gutters were installed to direct rainwater off the pitched roofs. These gutters are sectional pieces with seams that were sealed with EPDM and a liquid coating.

2. SCOPE OF SERVICES

- All work should be conducted during dry weather with no forecast of precipitation during the time needed for products to dry and cure.
- All seams and areas where new materials will be installed shall be properly prepped with products specified by manufacturer to work in conjunction with patching. Gutter seams should be properly prepared and cleaned of all pre-existing materials, dirt, and debris; necessary for proper adhesion of new products.
- Seams need to be sealed with fabric reinforcement and then need to be covered with a liquid coating. **NOTE: Type of materials and brand must be specified by Bidder in their response.**
- All materials and procedures should conform to the manufacturers specifications.
- **Contractors shall provide a detailed process with their submitted bid.**
- The District requires that an OSHA JHA (job hazard analysis) be submitted prior to any work commencing.
- Awarded contractor is responsible for cordoning off areas in which work will be conducted.
- Awarded contractor shall maintain a clean and safe environment throughout the project. Daily clean up and storage of equipment and materials is expected.

2.1 GUIDELINES

- **Close out:** Clean up all unused materials and debris and dispose of them properly. Contractor is required to dispose of all waste products. Conduct a close out meeting with the project director and review any future maintenance.
- **Changes, deviations from the specifications:** Any deviation from the contract requirements or specifications must be completely detailed in writing by the contractor and approved by the District prior to the performance of said work. Any change in the work or contract requirements likewise must be detailed in writing by the contractor and approved in writing by the District prior to performance of the work.
- **Subcontractors:** Unless specifically indicated in the contract documents, no part of the contract may be subcontracted or sub-let without written permission of the District.
- **Facilities and equipment:** The contractor shall provide all necessary equipment. All of the contractor's equipment shall be maintained at the Contractor's facility and at the Contractor's expense. The District shall not be responsible for providing the use of its facilities for storage.

Any aerial devices that are impractical to transport daily shall be parked at a spot on campus approved by the District.

- **OSHA compliance:** To the extent applicable to the services to be performed under this Agreement, the Contractor represents and warrants, that all articles and services furnished meet or exceed the safety standards established and promulgated under OSHA statutes, standards, and regulations.

3. PROPOSAL INSTRUCTIONS

All proposals for service shall remain valid and be binding upon the respondent if accepted by the District within ninety (90) calendar days of the proposal submission date. All proposals shall be signed by an authorized representative of such company.

Proposals shall include a statement of understanding of the work and of qualification of the firm/organization submitting the proposal and those employees that will be providing services to the District.

Each bidder is required to make their own measurements and drawings.

Response must include completed appendices.

3.1 TIMELINE

Pre-Bid Site Visit:	Saturday, March 15, 2025 9AM New Milford High School 388 Danbury Rd New Milford, CT, 06776
Questions Due from Bidders:	Monday, March 17, 2025 3PM
Proposals Due:	Friday, April 4, 2025 12PM New Milford Public Schools Facilities Office 386 Danbury Rd New Milford CT, 06776
Public Bid Opening:	Friday, April 4, 2025 2PM New Milford Public Schools Facilities Office 386 Danbury Rd New Milford CT, 06776

The work shall be for the period of June 16, 2025 thru August 15, 2025. NOTE: Start date may be moved based on the end of the school year.

ALL WORK MUST BE FULLY COMPLETED BY AUGUST 15, 2025.

3.2 QUESTIONS AND COMMUNICATIONS

Bidders are hereby notified not to contact any member of District staff and its elected officials, except as provided herein regarding this proposal until such time as a contract has been awarded. All questions about the proposals should be directed to Matt Cunningham, Director of Facilities, by email at cunningham@newmilfordps.org by Monday, March 17, 2025 at 3PM. Answers to all received questions will be posted on the District website at <https://www.newmilfordps.org/fiscalservices>.

3.3 ADDENDA

The District reserves the right to revise any part of this RFP by issuing an addendum at any time prior to the submittal deadline. Addenda notifications will be emailed to all persons on record from the mandatory pre-bid conference and posted on the District's website.

3.4 FORMAT

The submitted proposals must follow the rules and format established within this RFP. Failure to comply with all provisions of this RFP may result in the proposal being disqualified. All proposals must be securely bound. Proposals must submit completed appendices.

- Provide references including names for at least three (3) references from similar sized clients with contact information. References submitted using Appendix C: Reference List
- A lump sum bid using Appendix D: Bid Sheet.
 - A description of the firm/organization's billing process and any special payment terms should be included.
- A letter of transmittal indicating the firm's interest in providing the service and any other information that would assist the District in making a selection. This letter must be signed by a person legally authorized to bind the firm to a contract.
- Name, email address and telephone number of person(s) to be contacted for further information or clarification.
- Copy of any necessary State of Connecticut or local licenses and/or permits necessary to perform the work required.

3.5 SUBMISSION

Each proposal must be submitted in a sealed envelope bearing the bid number **RFP E-2425-004** and titled "**NEW MILFORD HIGH SCHOOL: Gutter Repairs**". Three (3) printed copies of the proposal and one (1) electronic copy on a USB drive must be provided. Proposals must be delivered to New Milford Public Schools Facilities Office, 386 Danbury Rd, New Milford, CT 06776 by Friday, April 4, 2025 at 12PM. Proposals submitted after this time will not be considered. Each Bidder shall be responsible for all costs incurred in order to prepare and submit their response to this RFP. All submitted materials including any work product, instruments of service and other deliverables shall become the property of the District, and the Bidders shall not claim any ownership interest in the same.

Submissions received after the deadline of Friday, April 4, 2025 at 12pm will be considered informal and will be rejected.

4.CONTRACTOR ELIGIBILITY

Contractors shall have been in business for a minimum of five (5) years and provide a least of three (3) completed projects of similar size and scope including Point of Contact and telephone number. Only those contractors that are properly licensed in the State of Connecticut for this type of work may bid on this project

4.1 SELECTION PROCESS

Proposals will be evaluated by a selection committee based upon the response to the criteria presented in the request and any other factual information it deems appropriate. The committee will make a recommendation to the Superintendent of Schools and Board of Education for final acceptance of the selection. During the evaluation process, a firm/organization may be asked to make an oral presentation. The District reserves the right without prejudice to reject any or all proposals or parts thereof for any reason, to negotiate changes to proposal terms, waive minor inconsistencies with the request for proposals, and to select the proposal the committee deems best fits the needs of the District.

The District reserves the right to negotiate any and all elements of any proposal directly with the provider. No changes in or to the proposal submissions will be permitted subsequent to the proposed target date unless approved by the District. The District may request clarifications on any portion of the proposal in order to develop a comprehensive assessment of the proposal.

4.2 DISCLAIMERS AND DISCLOSURES

The District has prepared this document to give background information to interested parties for participating in the RFP process. While the District has taken due care in the preparation of this RFP document and believes it to be accurate, neither the District nor the Town of New Milford nor any of their respective officers, employees, agents or advisors (collectively the "District Parties") give any warranty or make any representations, express or implied, as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive. The information disclosed herein is provided on the basis that it is non-binding on the District Parties. The District reserves the right to alter/increase/decrease the scope of work requirements as later determined. The District reserves the right not to proceed with the Project or to change the configuration of the Project, to alter the time table reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities expressing interest. The District reserves the right to accept or reject, in full or in part, any or all the offers without assigning any reason whatsoever. The District does not bind itself to accept the lowest or any offered RFP and reserves the right to reject all or any or cancel the RFP without assigning any reason whatsoever. The District also has the right to re-issue the RFP without the Contractors having the right to object to such reissue. No oral statement of any representatives of the District shall be effective to waive, change or otherwise modify any of the provisions of this RFP, and no proposer shall rely on any alleged statement.

The District may elect to meet with any, all, or none of the bidders or prospective bidders prior to selection. The District reserves the right to reject any or all of the proposals submitted, to negotiate changes to proposal terms and to waive minor inconsistencies with the request for proposal. The District reserves the right to negotiate the cost of this proposal and to award the work to other than the proposer with the lowest cost, if it is in the best interest of the District. Submission of a proposal indicates acceptance by the proposer of the

conditions contained in this request for proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District and the proposer selected. The District may, before or after proposal opening and in its sole discretion, clarify, modify, amend or terminate this request for proposals if it is determined that doing so is in the District's best interests. Any such action shall be communicated to prospective consultants via a posting on the District's website. Each prospective bidder shall be responsible for checking the District's website at <https://www.newmilfordps.org/fiscalservices> to determine if the District has clarified, modified or amended this request for proposals and if so ensuring that its proposal is in accordance with the terms of the clarified, modified or amended request for proposal.

5. TERMS AND CONDITIONS

Based on the outcome of this process, evaluation, design and specifications, and cost estimates need to be completed within 30 days of award notice or contract signing, whichever is later.

5.1 INDEMNITY

To the fullest extent permitted by law, the Contractor agrees on behalf of itself and its successors and assigns, covenants and agrees at its sole cost and expense, to protect, defend, indemnify, release and hold the New Milford Board of Education, Town of New Milford, its agents, servants, officials, employees, volunteers and members of its boards and commissions (Collectively the "Board and Town of New Milford"), harmless from and against any and all Losses (defined below) imposed upon or incurred by or asserted against the Board and Town of New Milford by reason of bodily injury, personal injury, death, or property damage of whatsoever kind or nature, to any individuals or parties (including, but not limited to the Board and Town of New Milford, the Contractor, or any other third party) arising out of or resulting from, or alleged to arise out of or arise from the Contractor's performance of its work under the Contract, but only to the extent such Losses are attributable to the negligent or intentional act, error or omission of the Contractor or any person or organization employed or engaged by the Contractor to perform all or any part of the Contract. The term "Losses" includes any losses, damages, costs, fees, expenses, claims, suits, judgments, awards, liabilities (including, but not limited to, strict liabilities), obligations, debts, fines, penalties, charges, amounts paid in settlement, foreseeable and unforeseeable consequential damages, litigation costs, attorneys' fees, expert's fees, and investigation costs, of whatever kind or nature, and whether or not incurred in connection with any judicial or administrative proceedings, actions, claims, suits, judgments or awards.

Upon written request by the Board, the Contractor shall defend and provide legal representation to the Board and/or Town of New Milford with respect to any of the matters referenced above. Notwithstanding the foregoing, the Board may, in its sole and absolute discretion, engage its own attorneys and other professionals to defend or assist it with respect to such matters and, at the option of the Board, its attorneys shall control the resolution of such matters. Upon demand, the Contractor shall pay or, in the sole and absolute discretion of the Board, reimburse, the Board and/or Town of New Milford for the payment of reasonable fees and disbursements of attorneys and other professionals in connection with this contract.

THE BOARD and TOWN OF NEW MILFORD DO NOT AGREE TO INDEMNIFY THE CONTRACTOR IN CONNECTION WITH ANY LOSSES ARISING OUT OF OR RESULTING FROM, OR ALLEGED TO ARISE OUT OF OR ARISE FROM THE SERVICES PROVIDED BY THE CONTRACTOR PURSUANT TO THIS CONTRACT.

5.2 ASSIGNMENT OF RIGHTS, TITLES, & INTERESTS

Any assignment or subcontracting for work to be performed related to this request, in whole or in part, and any other interest in conjunction with the District's procurement shall not be permitted without the express written consent of the District.

5.3 AVAILABILITY OF FUNDS

Any contract award associated with this RFP is contingent upon the availability of District funding. If funds for the continued fulfillment are at any time not forthcoming or are insufficient, through failure of any entity to appropriate funds or otherwise, then the District will have the right to terminate the Contract at no additional cost and with no penalty whatsoever by giving prior written notice documenting the lack of funding. The District will provide at least thirty (30) days advance written notice of such termination and will use reasonable efforts to ensure appropriated funds are available. In the event that funds are not available, any agreement resulting from this RFP shall become null and void.

5.4. TAX EXEMPT

The District is tax exempt under state and federal law. The successful contractor will be responsible for any and all federal, state and local taxes including personal property tax. Such taxes must not be included in the bid price.

5.5 INSURANCE

Prior to the commencement of any work and no later than ten (10) days after notice of award of the contract, the selected bidder shall submit to the District evidence of insurance demonstrating that the contractor has coverage for Workmen's Compensation Insurance, Liability, Property Damage, and Automobile/Truck insurance with the minimum limits of liability set forth herein. Certificates of insurance shall contain a provision that such policies shall not be canceled or permitted to expire until at least thirty (30) days prior written notice has been provided to the selected bidder. Further, the District, the Town of New Milford and their current and former officers, members, agents and employees shall be named as an additional insured on a primary and non-contributory basis. The contractor and its insurers shall waive all rights of subrogation against the Town of New Milford and New Milford Board of Education and their current and former officers, members, agents and employees. Proof of insurance must accompany proposals.

- a) Worker's Compensation Insurance shall not be written for less than the statutory limits and shall include Employer's Liability Insurance at a limit of not less than Five Hundred Thousand Dollars (\$500,000);
- b) General Liability Insurance shall be insured at a limit of not less than One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) for total aggregate liability; additionally, shall be insured with an umbrella coverage not less than One Million Dollars (\$1,000,000).
- c) Property Damage Insurance shall be written at a limit of not less than One Million Dollars (\$1,000,000) for each occurrence and One Million Dollars (\$1,000,000) for each aggregate Liability.

5.6 CONTRACT

The selected bidder will be required to execute a contract, as may be amended by the District and subject to the terms set forth in this request for proposal. By submitting a proposal, bidders agree to all the terms and conditions of this RFP.

5.7 PERMITS AND CODES

The selected bidder will comply with all laws, codes, rules and regulations of the State, County and Town applicable to the work to be performed. Any permits lawfully required shall be obtained by the selected bidder, who shall pay all lawful charges.

5.8 PRICE

The price quoted shall include all contingencies, including but not limited to profit, BFO, administrative fees, direct costs, etc. to complete the project as described in this document.

5.9 FREEDOM OF INFORMATION ACT

All information submitted in a proposal or in response to a request for additional information is potentially subject to disclosure under the Connecticut Freedom of Information Act as amended and judicially interpreted. Proposals and the information contained therein shall not be treated as or considered confidential by the District.

5.10 WARRANTY

Guarantee workmanship and material provided against defective manufacture or installation. Repair or replace defective workmanship and material appearing within a period of one (1) year after completion date, which will be defined as the date on the check of the final payment for the project. At such time the contractor will transfer the manufacturer's warranty to the BOE.

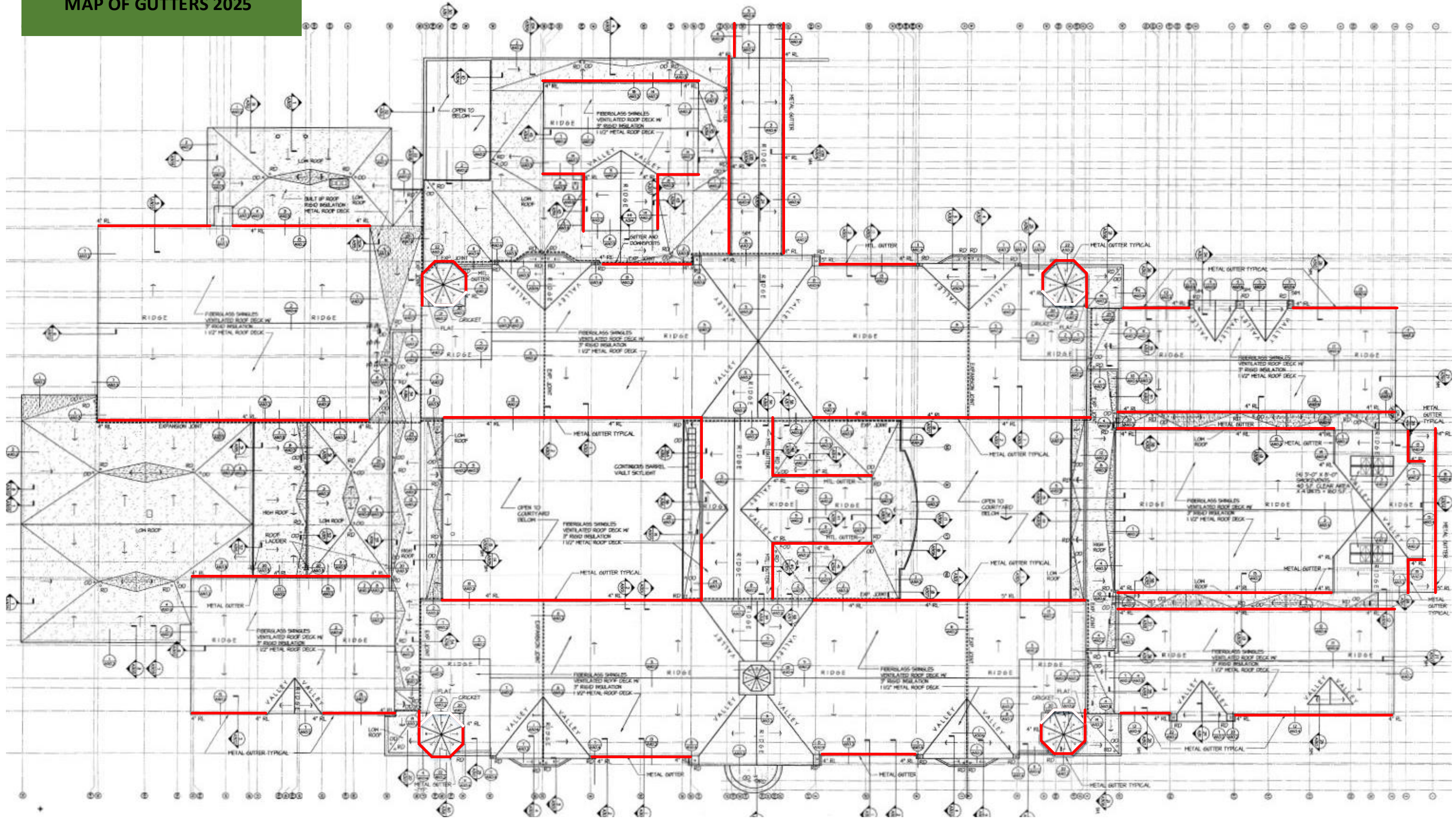
5.11 PERFORMANCE AND PAYMENT BONDS

Performance and Payment Bonds in the amount of 100% of the contract price are required after award of the contract. Bonds shall be issued by a surety company satisfactory to the Board and licensed in the State of Connecticut and shall be on AIA forms A310-2010 and A312-2010, or other forms approved by the District.

6.SUPPLEMENTAL DRAWING

Copy of NMHS Gutter Map is attached FOR INFORMATION ONLY.

**NEW MILFORD HIGH SCHOOL
MAP OF GUTTERS 2025**



**APPENDIX A
BIDDER INFORMATION SHEET**

Name of Bidder _____

Business Address _____

Telephone Number _____

Date of Bid _____

The bidder listed above declares and certifies:

1. That the said bidder is of lawful age and the only one interested in this Bid, and that no other bidder has any interest herein.

2. That this bid is made without any previous understanding, agreement or connection with any other person, firm or corporation making a bid for the same purposes, and is in all respects fair and without collusion or fraud.

3. That said bidder has carefully examined the instructions to bidders, schedules and specifications prepared under the direction of the New Milford Public Schools, and will, if successful in this bid, furnish and deliver at the prices bid and within the time stated, all the materials, supplies, apparatus, goods, wares, merchandise, service and/or labor for which this bid is made.

4. That the price quotes herein are net and exclusive of all federal, state and municipal sales and excise taxes.

(Person, Firm, or Corporation)

(Authorized Signature)

APPENDIX B
AFFIRMATIVE ACTION/EQUAL OPPORTUNITY STATEMENT

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

This form is required to be filled in (enter company name above lines below), signed and returned with any Invitation to Bid, Request for Proposal, or other public solicitation document in order to transact any business with the New Milford Public Schools.

_____ will not make employment decisions (including decisions related to hiring, assignment, compensation, promotion, demotion, disciplinary action and termination) on the basis of race, color, religion, age, sex, marital status, sexual orientation, national origin, alienage, ancestry, disability (including pregnancy), genetic information, veteran status or gender identity or expression, or any other legally recognized protected class status except in the case of a bona fide occupational qualification.

It is the policy of _____ that any form of discrimination or harassment on the basis of race, religion, color, national origin, alienage, sex, sexual orientation, marital status, age, disability (including pregnancy), genetic information, veteran status or gender identity or expression, or any other protected class status prohibited by state or federal law is prohibited.

_____ will also take affirmative action as called for by applicable laws and Executive Orders to ensure that minority group individuals, females, disabled veterans, recently separated veterans, other protected veterans, Armed Forces service medal veterans, and qualified disabled persons are introduced into our workforce and considered for promotional opportunities.

_____ will remain in full compliance with the above while under contract with or performing work for the New Milford Public Schools.

Signed

Name/Title of Company Officer

Business Address

Date

Phone

APPENDIX C
REFERENCE LIST

In the interest of securing competent contractors, we are requiring the following information be provided with your Proposal. Failure to provide this information may jeopardize your firm being awarded this project.

Please provide three references for projects of **similar size and scope to this project**:

Project #1

Project Name: _____
Customer Name/Organization/Phone Number: _____
Date Project Completed: _____

Description of Project:

Project #2

Project Name: _____
Customer Name/Organization/Phone Number: _____
Date Project Completed: _____

Description of Project:

Project #3

Project Name: _____
Customer Name/Organization/Phone Number: _____
Date Project Completed: _____

Description of Project:

**APPENDIX D
BID SHEET
New Milford High School
Gutter Repairs
Bids Due: April 4, 2025 at 12 Noon**

Having read the Request for proposal and all related information, the undersigned hereby agrees and proposes to provide services outlined and submits their proposal below.

Name and address of Company _____

Lump sum bid _____

The lump sum bid is provided to the New Milford Board of Education, to complete the work as outlined in the "scope of work" and per attached specifications. It is understood that this price includes all insurance requirements and the specified completion requirements set forth in the "scope of work". In submitting this proposal, the contractor represents that this proposal will remain effective for ninety (90) days following the proposal due date.

Name of Bidder _____

Date _____

Name of Company _____

Telephone _____

Address Email _____

Signature of Authorized Agent _____