

"Schools that are the Pride of our Community"

Thomas Anderson, Superintendent of Schools

James Rovezzi, Assistant Director of Facilities

# Request for Proposals <u>RFP# 1848-24</u>

# **Term Contract for Glass Replacement Services**

East Hartford Public Schools seeks to enter into a multi-year (3 years with 2 additional oneyear extensions) indefinite quantity contract with qualified and licensed Glazier Contractor(s) to provide glass replacement and other associated services on a project-by-project basis.

## Proposals should be addressed as follows:

East Hartford Public Schools, Dept. of Facilities James Rovezzi, Assistant Director of Facilities 734 Tolland St. East Hartford, CT 06108

Submissions must be plainly marked in the lower left-hand corner of the envelope as follows:

<b>PROPOSAL NUMBER:</b>	1848-24
PROPOSAL NAME:	Term Contract for Glass Replacement Services
OPENING DATE:	January 8, 2024
<b>OPENING TIME:</b>	12:00 pm

Questions related to this RFP must be submitted via e-mail to <u>rovezzi.jl@easthartford.org</u> no later than **4:00 pm on December 22, 2023**.

Any addendums, if necessary, will be published on the East Hartford Public Schools website and State of CT/DAS site by **December 28, 2023**.

Proposals must be received in the East Hartford Public Schools Department of Facilities office at 734 Tolland St, East Hartford, CT 06108 no later than <u>12 P.M. on January 8, 2024</u>.



# **REQUEST FOR PROPOSALS INSTRUCTIONS AND REQUIREMENTS**

These instructions and requirements are standard for all Request for Proposals (RFP) issued by East Hartford Public Schools. East Hartford Public Schools may delete, supersede or modify any of these standard instructions for a particular Request for Proposals. The Request for Proposals package will describe additional or modified instructions if needed. "Respondent" is used in this document to describe any company or individual providing a proposal in response to this RFP.

- 1. Proposals must be signed by an authorized representative of the respondent with the authority to bind the respondent to the terms of the proposals and with the acknowledgment that the proposal is made with full knowledge of and agreement with the general specifications, conditions and requirements of this Request for Proposals.
- 2. Submit Proposal package in a sealed envelope marked with the respondent's name and address in the upper left-hand corner. Proposal number, name, opening date and opening time must be marked in the lower left-hand corner.
- 3. Proposals received later than 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.
- 4. After the opening of the Proposal, no Proposal can be withdrawn for a period of ninety (90) days.
- 5. The right is reserved to purchase either by option or the total of options indicated, split awards and act as it seems in the best interest of the East Hartford Public Schools.
- 6. It is the respondent's responsibility to check the East Hartford Public School website AND the State DAS website for changes to the Request for Proposals prior to the Proposal opening. The respondent will be held to the Proposal as submitted, the terms and conditions in the Request for Proposal Package, inclusive of all addenda.
- 7. East Hartford Public Schools does not illegally discriminate on the basis of sex, sexual orientation, race, religion, national origin, color, creed, ancestry, age, gender (including pregnancy, childbirth and related medical conditions), gender identity or gender expression (including transgender status), marital status, familial status, military service and veteran status, physical or mental disability, protected medical condition as defined by applicable state or local law, genetic information, or any other characteristic protected by applicable federal, state, or local laws and ordinances.
- 8. East Hartford Public Schools reserves the right to waive any formalities in Proposals received; to reject any and all Proposals, to waive technical defects and to make such award, including

accepting a Proposal, although not necessarily the lowest cost Proposal, as it deems to be in the best interest of the East Hartford Public Schools.

- 9. East Hartford Public Schools may withhold acceptances of work and payment thereof when it is determined that said work or materials do not meet the specified requirements. Payment will not be made until corrections are made which are acceptable to the East Hartford Public Schools officials and/or their authorized age
- 10. East Hartford Public Schools may make such investigation as deemed necessary to determine the ability of the respondent to discharge his contract. The respondent shall furnish the East Hartford Public Schools with all such information and data including references of similar projects conducted for other school systems as may be required for that purpose. East Hartford Public Schools reserves the right to reject any Proposal if the respondent fails to satisfactorily convince the East Hartford Public Schools that he/she is properly qualified by experience and has the facilities to carry out the obligations of the contract or Request for Proposal Requirements and to satisfactorily complete the work called for herein. Conditional Proposals will not be accepted.
- 11. Specifications cannot be relieved by anyone other than an assigned agent for East Hartford Public Schools. All changes must be in writing, signed by agent.
- 12. The successful respondent will be required to provide proof of insurance as outlined in the "Indemnification and Insurance Requirements for Construction, Professional, or Labor Services" form included with the Request for Proposals and submit a signed and notarized copy of the Indemnification section on of the form. No modifications may be made to the Indemnification form.
- 13. All prices must be F.O.B. delivered unless otherwise specified.
- 14. The East Hartford Board of Education will not award any work to any company or individual who owes delinquent tax to the Town of East Hartford. Respondents certify by virtue of their signature on the Pricing sheet that neither the bidder nor any business or corporation which the respondent owns an interest in is delinquent in tax obligations to the Town. Verification will be made prior to award.
- 15. If this RFP is for on-call services or solicits pricing for multiple years, the terms of this RFP or any resultant award or contract shall apply for at least Three (3) full fiscal years (7/1 to 6/30) unless otherwise specified in this RFP. If mutually agreed between East Hartford Public Schools and the respondent, the term may be extended under the same terms and conditions for two (2) additional twelve- month periods.
- 16. Any contract or agreement entered into as a result of this RFP process that spans multiple fiscal years shall contain the following "funding out" or "non-appropriation" clause:

East Hartford Public Schools/East Hartford Board of Education (EHPS) reserves the right to terminate this agreement/contract, without penalty, at the end of each fiscal year in the event a funding source relied upon to pay the cost of the agreement/contract does not contain an allocation for the services and/or products contained in this agreement/contract. EHPS will provide notice of termination at least sixty (60) days prior to the end of the fiscal year.





# INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR CONSTRUCTION, PROFESSIONAL OR LABOR SERVICES

## A. INDEMNIFICATION

#### BIDDERS AND PROPOSERS ARE REQUIRED TO AGREE TO THE FOLLOWING INDEMNIFICATION LANGUAGE BY NOTARIZING BELOW

To the fullest extent permitted by law, THE AWARDED BIDDER/PROPOSER 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 East Hartford Board of Education, Town of East Hartford, its agents, servants, officials, employees, volunteers and members of its boards and commissions (Collectively the "Board and Town of East Hartford"), harmless from and against any and all Losses (defined below) imposed upon or incurred by or asserted against the Board and Town of East Hartford 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 East Hartford, the Awarded Bidder/Proposer, or any other third party) arising out of or resulting from, or alleged to arise out of or arise from Awarded Bidder's/Proposer'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 Awarded Bidder/Proposer or any person or organization employed or engaged by Awarded Bidder/Proposer 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 and Town of East Hartford, the Awarded Bidder/Proposer shall defend and provide legal representation to the Board and Town of East Hartford with respect to any of the matters referenced above. Notwithstanding the foregoing, the Board and Town of East Hartford 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 and Town of East Hartford, its attorneys shall control the resolution of such matters. Upon demand, the Awarded Bidder/Proposer shall pay or, in the sole and absolute discretion of the Board and Town of East Hartford for the payment of reasonable fees and disbursements of attorneys and other professionals in connection with this contract.

# THE BOARD and TOWN OF EAST HARTFORD WILL NOT AGREE TO INDEMNIFY THE AWARDED BIDDER/PROPOSER; SUBCONTRACTOR(S); OR INDEPENDENT CONTRACTOR(S)

STATE OF CONNECTICUT		
COUNTY OF:	Signature	
	Name:	
	Company Name:	
SEAL HERE:	Address:	
	Date:	
Subscribes and Sworn to before me on this	_ day of, 202	

Notary Pubic \_

#### East Hartford Board of Education

## INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR CONSTRUCTION, PROFESSIONAL OR LABOR SERVICES (cont'd)

#### **B. INSURANCE**

#### NOTE: CERTIFICATE OF INSURANCE WILL BE REQUIRED UPON AWARD AND PRIOR TO START OF WORK OR ISSUANCE OF PURCHASE ORDER

#### 1. GENERAL REQUIREMENTS

The AWARDED BIDDER/PROPOSER shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds and adequate amounts to secure all of the AWARDED BIDDER/PROPOSER'S obligations under this contract with an insurance company(ies) with an AM Best Rating of A-VII or better licensed to write such insurance in the State of Connecticut and acceptable to the Board and Town of East Hartford <u>Additional Insured</u>: **The East Hartford Board of Education and the Town of East Hartford, its officials, employees, volunteers, boards and commissions must be included as an Additional Insured on the AWARDED BIDDER/PROPOSER'S Insurance Policies (except Workers' Compensation and Professional Errors & Omissions). Evidence of this must be provided upon inception of this contract and upon renewal of insurance by the AWARDED BIDDER/PROPOSER to the Board and Town of East Hartford in the form of language on a Certificate of Insurance as well as a policy endorsement.** 

The AWARDED BIDDER/PROPOSER shall provide the Board and Town of East Hartford with a Certificate(s) of Insurance signed by an authorized representative of the insurance company(ies) prior to the performance of this contract describing the coverage and providing that the insurer shall give the Board and Town of East Hartford written notice at least thirty (30) days in advance of any termination, expiration, or any and all changes in coverage. Such insurance or renewals or replacements thereof shall remain in force during the AWARDED BIDDER/PROPOSER'S responsibility under this contract. Failure to provide or maintain any of the insurance coverage required herein shall constitute a breach of the Contract.

#### 2. <u>SPECIFIC REQUIREMENTS</u>:

#### a) Commercial General Liability Insurance

The AWARDED BIDDER/PROPOSER shall carry Commercial General Liability Insurance (broad form coverage) insuring against claims for bodily injury, property damage, personal injury and advertising injury that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) form for Commercial General (CG 0001 04/2013). By its terms or appropriate endorsements such insurance shall include the following coverage, to wit: Bodily Injury, Property Damage, Fire Legal Liability (not less than the replacement value of the portion of the premises occupied), Personal & Advertising Injury, Blanket Contractual, Independent Contractor's, Premises Operations, Products and Completed Operations (for a minimum of two (2) years following Final Completion of the Project). Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

Type of Coverage:	Occurrence Basis
Minimum Amount of Coverage:	\$1,000,000 per occurrence
	\$2,000,000 aggregate
Policy Period:	Annual Policy

## East Hartford Board of Education

## INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR CONSTRUCTION, PROFESSIONAL OR LABOR SERVICES (cont'd)

#### b) Workers' Compensation and Employer's Liability Insurance

The AWARDED BIDDER/PROPOSER shall provide Statutory Workers' Compensation Insurance as required by the State of Connecticut, including Employer's Liability.

Amount of Coverage: Coverage A: Coverage B (Employer Liability):

Statutory

\$500,000 Each Accident\$500,000 Disease, Policy Limit\$500,000 Disease, Each Employee

#### c) <u>Commercial Automobile Liability Insurance</u>

The AWARDED BIDDER/PROPOSER shall carry Commercial Automobile Liability Insurance insuring against claims for bodily injury and property damage and covering the ownership, maintenance or use of any auto or all owned/leased and non-owned and hired vehicles used in the performance of the Work, both on and off the Project Site, including loading and unloading. The coverage should be provided by Insurance Services Office form for Commercial Auto Coverage (CA CA0001 10/2013) or equivalent. "Auto" (symbol 1 or equivalent) is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

Type of Coverage:	Occurrence Basis
Minimum Amount of Coverage:	\$1,000,000 combined single limit
Policy Period:	Annual Policy

d) <u>Umbrella Liability Insurance</u>

The AWARDED BIDDER shall carry an umbrella liability insurance policy of \$5,000,000.

# 3. PROFESSIONAL SERVICE CONTRACTOR REQUIRMENTS

(e.g., Architects, Engineers, et al.)

The AWARDED BIDDER/PROPOSER shall carry Errors & Omissions coverage in the **minimum** amount \$1,000,000 per claim/\$1,000,000 annual aggregate for all professional services contracts. If the insurance coverage is written on a Claims-Made basis, an extended reporting period of at least 3 years after substantial completion of the project is required. Increased coverage limits may be required based on the scope, price and duration of the work to be performed. The East Hartford Board of Education or Town of East Hartford will inform the **AWARDED BIDDER/PROPOSER** as to the required limits for this insurance as soon as practicable, and has sole discretion of the limits to be required.

## East Hartford Board of Education

## INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR CONSTRUCTION, PROFESSIONAL OR LABOR SERVICES (cont'd)

#### 4. SUBCONTRACTOR REQUIREMENTS:

The AWARDED BIDDER/PROPOSER shall require all subcontractors and independent contractors to carry the coverages set forth in section B. INSURANCE and will obtain appropriate Certificates of Insurance before the subcontractors and independent contractors are permitted to begin work.

The AWARDED BIDDER/PROPOSER shall require that East Hartford Board of Education and The Town of East Hartford, its officials, employees, volunteers, boards and commissions be included as an Additional Insured on all subcontractors and independent contractors' insurance (except Workers' Compensation and Professional Errors & Omissions) before permitted to begin work.

The AWARDED BIDDER/PROPOSER and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the East Hartford Board of Education and Town of East Hartford, and its officers, agents, servants and employees for losses arising from work performed by each on this contract.

## THE EAST HARTFORD BOARD OF EDUCATION OR TOWN OF EAST HARTFORD RESERVES THE RIGHT TO AMEND THE AMOUNTS OF COVERAGE REQUIRED AND TYPE OF COVERAGE PROVIDED BASED ON THE FINAL AGREED UPON SCOPE OF SERVICES



# **AFFIRMATIVE ACTION / EQUAL OPPORTUNITY POLICY STATEMENT**

East Hartford 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 East Hartford 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, 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 basis 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 East Hartford Public Schools.

Signed

**Business Address** 

Name/Title of Company Officer

Phone

Date



Department of Facilities

# Request for Proposals RFP# 1848-24

# **Term Contract for Glass Replacement Services**

## Background

East Hartford Public Schools seeks to enter into a multi-year (3 years with 2 additional one-year extensions) indefinite quantity contract with qualified and licensed Glazier Contractor(s) to provide glass replacement and other associated services on a project-by-project basis.

Work will be performed on high-profile properties; therefore, contractors must be able to perform their services in a neat, clean, safe and professional manner. High quality and attention to detail are required, and contractors must be able to provide "turn-key" solutions in all areas outlined below.

If a contractor does not directly provide one of the listed services but are interested in subcontracting that service, a subcontractor markup should be supplied on the pricing sheet.

Questions related to this RFP must be submitted via e-mail to <u>rovezzi.jl@easthartford.org</u> no later than **4:00 pm on December 22, 2023**.

Any addendums, if necessary, will be published on the East Hartford Public Schools website and State of CT/DAS site by **December 28, 2023**.

Proposals must be received in the East Hartford Public Schools Department of Facilities office at 734 Tolland St, East Hartford, CT 06108 no later than <u>12 P.M. on January 8, 2024</u>.

## **Required Services**

Contractors must be capable of and experienced in performing the following services:

- Repair and component replacement of window wall, storefront, and curtain wall systems at elevations up to 3 stories tall
- Fabrication of custom size panels of both annealed plate glass and tempered glass for installation in a variety of exterior systems.

#### **Required Services (cont'd)**

- Repairing hardware components of large double-hung, single hung, awning, hopper, and casement style windows.
- Replacing insulated glass units in a variety of fixed and operable windows.
- Full-unit replacements of large double-hung windows
- Contractor must be able to provide all materials to perform window repairs and associated services. This includes supplying a variety of glass including but not limited to: ¼" clear annealed glass, ¼" clear tempered glass, ¼" clear laminated safety glass, 1" clear laminated tempered safety glass, 1" clear annealed insulated low E (1/4" clear annealed W/SB60 #2 X ½" argon space X ¼" clear annealed), 1" obscure annealed insulated low E (1/4" clear annealed w/SB60 #2 X ½" argon space X ½" argon space X ½" argon space X ½" clear annealed w/P62 obscure #4) or equivalent for example.
- 24/7 emergency "board-up" service to elevations up to 3 stories tall. Contractor must be able to respond within 2 hours of service call.

#### **Proposals**

Contractors must provide the following in their responses to this RFP:

- 1. General information and history of your company.
- Describe at least (3) examples of projects completed in at least (3) service areas described in the "Required Services" section, and provide a reference (Name, Organization, Phone Number) for each.
- 3. Provide a written explanation to your companies approach with working in educational or other professionally occupied facilities.
- 4. Pricing submitted using "Appendix A- Pricing" sheet.
- 5. Provide two (2) Sets of RFP Packet (1 original and 1 unbound)

#### Other Considerations

- Contractor must maintain a physical store/retail operation within 30 Miles of the East Hartford Public Schools Department of Facilities Building at 734 Tolland Street, East Hartford, CT.
- Contractor must possess and maintain a Connecticut FG-1 Glazier License. All work is to be performed by licensed technicians.

#### Other Considerations (cont'd)

- Contractor shall be knowledgeable of appropriate building/fire codes and only install the appropriate type of glass for each application.
- Contractor must be able to respond to emergency service calls to any East Harford Board of Education owned facility within (2) hours, 24 hours per day, 7 days per week.
- Work authorized under any contract executed as a result of this RFP is not expected to reach the thresholds requiring prevailing wages. If a project does require prevailing wages, contractor will have the opportunity to adjust labor rates accordingly.
- Bonding requirements will be on a project-by-project basis at the discretion of the Board of Education.
- Labor rates for "Standard time," is defined as 7AM-5PM, Monday through Friday. "Premium time" includes ALL other times.
- East Hartford Public Schools are exempt from Connecticut Sales Tax. Do not include sales tax in any pricing submitted.
- "Materials" do not include shop supplies, tools, small equipment, and small items to support the task being performed. Contractor is responsible for providing these supplies at no additional cost.

## Selection Process

Contractor(s) will be selected based on overall quality of the Contractor's RFP response, relevance of experience, strength of references, and pricing. The Department of Facilities will select contractors to attend in-person interviews to determine the best fit between the contractor and the needs of the East Hartford Public Schools.

East Hartford Public Schools reserves the right to negotiate with and enter into contracts with multiple contractors selected through this RFP process.

# **Appendix A-Pricing**

# RFP# 1848-24

# **Term Contract for Glass Replacement Services**

### 1. Labor Rates

a. Glazier- Standard Time (per hour) \$\_\_\_\_\_

b. Glazier- Premium Time (per hour) \$\_\_\_\_\_

c. Helper/General Labor- Standard Time (Per hour) \$\_\_\_\_\_

d. Helper/General Labor- Premium Time (Per Hour) \$\_\_\_\_\_

Note: Labor will be paid for on-site time only rounded to the next 1/2 hour

2. Emergency Service Call fee (flat rate/fee per call in) \$\_\_\_\_\_

- 3. Markup on materials = \_\_\_\_% (glass to be billed at finished size)
- 4. Lift rental/usage fee for 2<sup>nd</sup> and 3<sup>rd</sup> story work- (Per Day) \$ \_\_\_\_\_

5. Markup on Sub-contractors = \_\_\_\_%

## SUBMITTED BY:

Vendor	Contact Person
Written Signature	Title
Address	
Telephone#	
Email	Date