

Request for Proposals

The Town of Newington is requesting proposals for pool analysis services, for both the Mill Pond Park and Churchill Park pools and their adjacent infrastructure, to allow the Parks and Recreation Department to determine the extent and cost of necessary repairs and renovation work. All proposals must be submitted in accordance with Town requirements, as set forth in the Request for Proposals documents, which are available in the Office of the Town Manager, 131 Cedar Street, Newington, CT 06111 and on line at the Town's website, www.newingtonct.gov under Doing Business, Bid Opportunities. Proposals will be received until 2:30 P.M. on January 17, 2013 in the Office of the Town Manager. The Town of Newington reserves the right to reject any or all proposals.

John L. Salomone
Town Manager

RFP No. 5, 2012-13

TOWN OF NEWINGTON
REQUEST FOR PROPOSALS
POOL ANALYSIS SERVICES

I. PROJECT SITE INFORMATION

- A. The Town of Newington is requesting proposals from experienced, qualified firms or individuals for pool analysis services in order to determine the extent and cost of repairs and /or renovations that are needed for both the Mill Pond Park and Churchill Park pools and their adjacent infrastructure.
- B. The Mill Pond Park pool is located off of Browning Avenue in Newington. The Churchill Park Pool is located at 1989 Main Street in Newington. Both pools were originally constructed approximately 50 years ago. Both received various repairs and renovations in the late 1980's and early 1990's. Further repairs and renovations to Mill Pond pool were performed in 1998-1999, a new skimmer was installed at Churchill Pool 2001-02, and renovations to the Mill Pond bathhouse were performed about five years ago.
- C. Current conditions at the Churchill Park pool are resulting in the substantial loss of water.

II. GENERAL REQUIREMENTS

- A. Respondents shall be able to provide the Town with a certificate of insurance satisfying the coverage limits and requirements set forth below. The Town reserves the right to waive informalities or to reject any or all proposals when such action is deemed to be in the best interests of the Town. The Town reserves the right to delete such items as it deems necessary from these proposals. All exceptions of the respondent to the terms and specifications of this RFP shall be made in writing and submitted in full with the proposal. For all other terms and specifications, submission of a proposal constitutes acceptance by the respondent. The Town reserves the sole right to reject proposals that contain exceptions which are unacceptable. In order to provide the requested services to the Town, the respondent must be able to demonstrate the expertise and flexibility necessary to successfully complete this work. Services shall only be provided after written authorization is received from the Town. The Town reserves the right to utilize some, all or none of the various services identified in this RFP. All services performed shall be completed to the satisfaction of the Town Manager. The Town reserves the right to terminate any agreement upon ten (10) calendar days' written notice of failure by the respondent to provide service to the satisfaction of

the Town Manager. All responses received are subject to the State of Connecticut Freedom of Information requirements.

B. NONDISCRIMINATION

The Contractor shall agree and warrant that it will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, age, marital status, ancestry, national origin, past history of mental disorder, mental disability, physical disability, or other basis in any manner prohibited by the laws of the United States, the State of Connecticut, or the Town of Newington.

C. HOLD HARMLESS

The Contractor agrees to indemnify, defend and hold harmless the Town of Newington and its respective officers, employees, agents and/or servants against all demands, claims, actions or causes of actions, losses, damages, liabilities, costs and expenses, including without limitation, interest, penalties, court costs and reasonable attorney's fees, asserted against, resultant to, imposed upon or incurred by the Town of Newington resulting from or arising out of:

1. Any breach by the Contractor of the terms of the specifications, or
2. Any injuries (including death) sustained by or alleged to have been sustained by the officers, employees, agents and/or servants of the town of Newington or the Contractor or subcontractors or material men, or
3. Any injuries (including death) sustained by or alleged to have been sustained by any member of the public or otherwise any or all persons, or
4. Any damage to property, real or personal, (including property of the Town of Newington or its respective officers, agents and servants)

caused in whole or in part by the acts or omissions of the Contractor any subcontractor or any material men or anyone directly or indirectly employed by them while engaged in the performance of any work for the Town of Newington.

D. INSURANCE

The successful respondent shall furnish a certificate of insurance to the Town Manager for the following insurance coverage within ten (10) days from notice of award. All insurance coverage shall be written with an insurance company licensed to conduct business in the State of Connecticut and that has a current A.M. Best's rating of A-(VIII) or better. Insurance coverage shall remain in full force for the duration of the award/contract term including any and all extensions. All insurance, except for Professional Liability Insurance, shall be carried on an occurrence basis. Such certificate of insurance shall specify that the Town of Newington will receive thirty (30) days notice of any cancellation, non-renewal or reduction in coverage and limits originally provided.

1. Commercial General Liability including Premises-Operations, Independent Contractors, Blanket Contractual, Products and Completed Operations:

\$1,000,000 Each Occurrence
\$1,000,000 Aggregate

Combined Single Limit for personal injury or property damage or both combined.

Such policy shall name the Town as additional insured.

2. Comprehensive Automobile Liability covering owned, non-owned, hired or leased vehicles.

\$1,000,000 Each Accident

Combined Single Limit for bodily injury or property damage or both combined.

3. Workers Compensation Insurance in accordance with Connecticut State Statutes.

Employers Liability Limit - \$100,000 per accident

- \$100,000 for disease per employee
- \$500,000 for each disease/policy limit.

III. SCOPE OF SERVICES

- A. The Town seeks an individual or firm to thoroughly investigate and analyze the condition of both pools and their adjacent infrastructure.

- B. The firm selected shall issue a written report for each pool, describing the current conditions of the pool vessel itself, the skimmer and gutter system, the pool deck, the filtration plant and equipment, and the bathhouse.
- C. The report shall include a structural analysis of each pool and its adjacent infrastructure, identifying all deficiencies. This shall identify items in need of repair, such as spalled concrete, cracks, damaged equipment, etc.; renovations needed to bring each facility in compliance with all applicable local, state and federal requirements, such as the Americans with Disabilities Act and OSHA regulations; and items that need to be replaced due to general obsolescence, such as aging roof shingles, rusted fence poles, dried window caulking, etc.
- D. The report shall include any other recommended items or equipment, such as additional lighting, security measures, computers, etc. that would improve the functionality of each pool and its adjacent infrastructure, reduce the Town's liability or reduce the future cost of operation. The rationale for recommending such items or equipment shall be included.
- E. The report shall include a detailed breakdown of the costs, in 2013 dollars, for each of the repairs, renovations, items or equipment identified in items III C and III D above; estimates for construction general conditions, soft costs, etc.; and the total estimated cost for each pool location.
- F. The report shall provide the results of any tests or technical analysis performed, such as soil analysis, tensile strength, motor efficiency tests, etc. The report shall include pertinent photographs that clearly exhibit current conditions.
- G. The report shall include the individual or firm's conclusions and recommendations, including any suggestions for cost effective alternatives.
- H. A draft of the report shall be presented to the Superintendent of Parks and Recreation for his review and comment within forty five (45) calendar days following the issuance of a purchase order by the Town. The draft report shall be revised accordingly, based on the Superintendent's comments. If requested by the Superintendent, a second draft shall be presented for his review. A final report shall then be issued. Twenty five (25) color copies of the final report shall be provided to the Town, along with a diskette with one or more files that contain the contents of the report in pdf format.
- I. The individual or firm shall then present their report at a meeting with the Town Manager, a meeting with the Board of Parks and Recreation, and/or a meeting with the Newington Town Council.

IV. PROPOSAL

- A. In order to provide the requested service to the Town, the respondent must be able to demonstrate that it has the expertise, flexibility, and personnel available to successfully complete this assignment.
- B. To comply with the requirements of Section IV D, below, the proposal shall contain a detailed listing of the qualified individuals who will be assigned to this project. The listing shall also reflect the method of internal management necessary to insure efficient, cost effective use of staff. Resumes of all individuals to be associated with this award shall be provided. Resumes shall

include similar experience and responsibility for that activity to be performed under this award.

- C. The proposal shall demonstrate the ability of the firm to rapidly respond to the needs of the Town. If the proposal contains a joint-venture approach, overall responsibility must be clearly identified, as well as a detailed plan of delineation of work assignments.
- D. The proposal format should contain a letter of transmittal, an executive summary and the experience of the firm. This third section (experience of the firm) should address the firm's skills and experience in municipal projects, particularly parks and recreation pool or facility construction projects.
- E. The respondent's fee should be included with the submittal. Fees should be lump sum and all inclusive to provide all the items identified in the Scope of Services of this RFP. All charges for overhead, insurance, travel, telephone calls, postage, shipping, photocopies, and any other miscellaneous expenses shall be included in the fees. The sole exception is the cost for any special testing, such as soils analysis, which should not be included in the fees. The Town will pay for all such special tests directly to the firm that conducts the test, following written approval from the Town to conduct such testing.
- F. Respondents shall describe the firm's capabilities, including the number of employees, the number and location of offices, etc. Conversely, each respondent shall also identify what services, information or other items it expects to receive or be provided by the Town.
- G. Respondents shall provide at least three references from completed projects with contact information, including name, current title, current telephone number, current e-mail, and identification of the project or projects referenced.
- H. Respondents shall state what they feel is unique about their firm that, in their opinion, would give them "an edge" and have them stand out as the individual or firm that the Town of Newington should retain for this assignment.

V. SELECTION PROCESS

All firms wishing to be considered for this appointment shall submit three (3) concisely worded replies based on the format and requirements set forth in this request for proposals to the office of the Town Manager, 131 Cedar Street, Newington, CT 06111, before 2:30 p.m., January 17, 2013. All submittals shall be clearly labeled "RFP No. 5, 2012-13, Pool Analysis Services". The Town, at its sole discretion, shall determine the respondent or respondents that best meet its needs. That respondent or respondents may be invited for an interview at a date and time to be determined. The Town reserves the right to negotiate with the selected respondent or respondents prior to the award of any contract resulting from this Request for Proposals.

VI. OTHER

The Town reserves the right to award the contract to the respondent or respondents that the Town deems to offer the most responsive and responsible proposal. The Town is not

bound to accept a proposal based only on lowest price. In addition, the Town has, at its sole discretion, the right to cancel this RFP, to reject any or all proposals, to waive any or all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications if it is deemed to be in the best interests of the Town to do so. The Town also reserves the right to make multiple awards based on the experience and/or qualifications of the respondents and to award only a portion of the items and/or services specified, if deemed to be in the Town's best interest.

Services to be provided under this RFP shall only be provided after written authorization is received from the Town. All responses and submittals received as a result of this Request for Proposals shall become the property of the Town upon receipt. All work products provided to the Town following award shall also be the sole property of the Town upon receipt. The Town shall not be responsible for any expenses incurred in preparing and submitting a response to this Request for Proposals. Payment will not be made by the Town until after the Town has received the twenty five color copies of the final report as required in item III H of this RFP.

VII. QUESTIONS

All questions regarding this request for proposals shall be directed in writing to Jeff Baron Director of Administrative Services, Town of Newington, 131 Cedar Street, Newington, CT 06111, e-mail address jbaron@newingtonct.gov. All questions shall be presented at least four business days prior to the submission deadline to allow for the preparation and distribution of addenda. Any addenda will be posted on the Town's website, www.newingtonct.gov under Doing Business, Bid Opportunities, at least forty eight hours prior to the response deadline. It is the responsibility of each respondent to check this web site for the presence and content of any addenda.