## LEGAL NOTICE

**TOWN OF OXFORD, CONNECTICUT**

**REQUEST FOR QUALIFICATIONS AND PROPOSALS**

## RFQ/RFP# OSBC3

**OWNERS REPRESENTATIVE SERVICES**

 April 26, 2018

The Town of Oxford will receive sealed statements of qualifications and proposals (**the RFQ/RFP**) for owner’s representative services until 2:00 p.m. on May 14, 2018.

The documents comprising the Request for Qualification/Proposal (the RFQ/RFP) may be obtained on the Town’s website, [www.oxford-ct.gov,](http://www.oxford-ct.gov,) under “requests for Bids and on the State of CT Department of Administrative Services website <http://das.ct.gov/cr1.aspx?page=12>

The Town of Oxford reserves the right to amend or terminate this Request for Qualification and Proposal, to reject any or all respondents, to request additional information, to waive any informalities or non-material deficiencies in a response, and to take any and all other action that, in the Town’s sole judgment, will be in its best interests.

**REQUEST F O R QUALIFICATIONSandP R O P O S A L**

**TOWN OF OXFORD**

Selectman’s Office

486 Oxford Road

Oxford, Connecticut 06478

ISSUED:  **April 26, 2018**

DATE Due: **May 14, 2018** TIME DUE: **2:00 PM**

LOCATION FOR SUBMISSION: **Oxford Town Hall, Selectman’s Office**

SUMMARY OF DESCRIPTION: **Comprehensive owner’s representative and project management services for the design and construction of a New Middle School**

**\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*** The Town of Oxford, School Building Committee (the “Town”) is soliciting proposals (the RFQ/RFP) from qualified individuals or firms to provide comprehensive owner’s representative and project management services for the design and construction of the Oxford Middle School (the “School Project”).

The School Project shall be designed and constructed in accordance with the educational specifications attached at Tab A – the “Elementary Education Specifications for the new Oxford Middle School”, as approved by the Oxford Board of Education on May 18, 2018.

The services to be provided shall include, but are not limited to, analyzing constructability, advising the Town on project delivery systems and forms of contracts, serving as a single point of contact between contractors and designers, representing the Town at key meetings, monitoring the project schedule and budget, auditing quality assurance/quality control procedures, assisting in evaluating contractor payment requests, providing monthly reporting, and facilitating issue resolution. The owner’s representative will be expected to continue to provide all owner’s representative services throughout the School Project, including turnover, closeout, commissioning, and State audit compliance.

The purpose of this RFQ/RFP process is to identify the most responsible and qualified respondents, quantify service costs and select the provider of the defined services for the duration of the project. Following analysis of the responses to this RFQ/RFP as described in greater detail herein, the Town intends to interview selected finalists and issue a Notice of Award to the Most Responsible and Qualified Proposer. The First Selectman or, his designee, will retain the right to decline all responses to this RFQ/RFP and may decline to make an award to any of the respondents and/or reissue a new RFQ/RFP for these services at any time in the future.

Sealed RFQ/RFP packages for the referenced project will be received by, Town of Oxford at the Selectman’s Office located at the 486 Oxford Road, Oxford, CT 06478 until May 21, 2018 at 2:00 P.M. **Submissions received after 2:00 PM on May 14, 2018 will not be accepted, NO EXCEPTIONS**.

The First Selectman or, his designee, may reject or accept any or all RFQ/RFP packages in whole or in part or to waive any informality in the Proposal packages received if, in his/her opinion, it is in the best interests of the Town to do so.

Proposal packages may be held by the Town of Oxford for a period not to exceed 2 months from the date the packages were due for the purpose of reviewing and investigating the qualifications of the vendor prior to awarding the contract.

RFQ/RFP packages may be obtained from the First Selectman’s office, 486 Oxford Road, Oxford, CT 06478 or may be found on the Town’s website at www.oxford-ct.gov as well as being posted on the State of Connecticut, Department of Administrative Services Contracting Portal.

Questions or comments may be directed to the Selectman’s Administrative Assistant via email at

<adminassistant@Oxford-CT.gov> or by calling (203) 888-2543 ext. 3027

**Please submit fifteen (15) hard copies and one digital (thumb drive or CD)** **copy of completed Qualifications Statements, and attachments.**

This Request for Qualifications and Proposal (“RFQ/RFP”) includes the following sections.

1. INTRODUCTION/GENERAL INFORMATION ABOUT THE RFP/RFQ
2. SCOPE OF SERVICES
3. MINIMUM AND PREFERRED QUALIFICATIONS
4. RIGHT TO AMEND OR TERMINATE THE RFP/RFQ
5. KEY DATES
6. OBTAINING THE RFP/RFQ
7. RESPONSE INSTRUCTIONS – QUALIFICATIONS
8. RESPONSE INSTRUCTIONS – FEE PROPOSAL
9. QUESTIONS AND AMENDMENTS
10. ADDITIONAL INFORMATION
11. COSTS FOR PREPARING RESPONSES
12. OWNERSHIP OF RESPONSES
13. REQUIRED DISCLOSURES
14. REFERENCES
15. LEGAL STATUS
16. EVALUATION CRITERIA
17. COMPLIANCE WITH IMMIGRATION LAWS
18. CONTRACT TERMS
19. FORMS
20. TAB A - EDUCATION SPECIFICATIONS
21. TAB B - PROJECT SCHEDULE
22. TAB C – PROJECT COST ESTIMATE

## TOWN OF OXFORD, CONNECTICUT

## STANDARD INSTRUCTIONS FOR RFQ/RFP #\_OSBC3

1. **INTRODUCTION/GENERAL INFORMATION ABOUT THE RFQ/RFP**

The Town of Oxford School Building Committee (the “Town”) is soliciting statements of qualifications and proposals from qualified individuals or firms to provide comprehensive owner’s representative and project management services for the design and construction of the new Oxford Middle School (the “School Project”).

The School Project shall be designed and constructed in accordance with the (1) Educational Specifications (see TAB A) as approved by the Oxford Board of Education on May 18, 2017, on the (2) Project Schedule (see TAB B) within the (3) Budget (see TAB C) adopted by the Town as approved.

The services to be provided shall include, but are not limited to; analyzing constructability, advising the Town on project delivery systems and forms of contracts, serving as a single point of contact between contractors and designers, representing the Town at key meetings, monitoring the project schedule and budget, auditing quality assurance/quality control procedures, assisting in evaluating contractor payment requests, providing monthly reporting, and facilitating issue resolution. The owner’s representative will be expected to continue to provide all owner’s representative services throughout the School Project, including turnover, closeout, commissioning, and State audit compliance.

The purpose of this RFQ/RFP process is to identify the most responsible and qualified respondent and to award a contract to the successful bidder.

This RFQ/RFP is not a contract offer, does not provide a respondent with any rights, and does not impose on the Town any obligations.

Interested parties should submit a response in accordance with the requirements and directions contained in this RFQ/RFP.

**Respondents are prohibited from contacting any Town employee, Building Committee Member, Board of Education Member, Board of Education Employee, or officer or official concerning this RFQ/RFP, except as set forth in Section 9, below. A respondent’s failure to comply with this requirement may result in disqualification.**

If there are any conflicts between the provisions of these Standard Instructions and any other documents comprising this RFQ/RFP, these Standard Instructions shall prevail.

## SCOPE OF SERVICES

The services to be provided shall include, but are not limited to, analyzing constructability, advising the Town on project delivery systems and forms of contracts, serving as a single point of contact between contractors and designers, representing the Town at key meetings, monitoring the project schedule and budget, auditing quality assurance/quality control procedures, assisting in evaluating contractor payment requests, providing monthly reporting, and facilitating issue resolution. The owner’s representative will be expected to continue to provide all owner’s representative services throughout the School Project, including turnover, closeout, commissioning, and State audit compliance.

The Town anticipates that the provisioned services will include, but not necessarily be limited to, the following tasks. In submitting a response to this RFQ/RFP, the proposer should address its qualifications to provide these services and its experience with the provision of such services:

1. Undertake the management of, and be the owner’s representative facilitator for, the School Project.
2. Provide consultation services and advice by working closely with the Town’s architects/engineer, construction manager, Oxford Building Department, Oxford Fire Marshall, Oxford Police Management, designated members of the elected Oxford Board of Education, designated staff of the Oxford Board of Education, relevant State offices and officials, and the community at large on every aspect of the School Project.
3. Assist with the completion of, review and provide input on developing and submitting required Town and State filings (with associated back-up), including funding authorization requests and reimbursement requests to the State of Connecticut.
4. Work closely with the CT State Department of Education, Bureau of Grants Management, the CT State Department of Administrative Services, Division of Construction Services Office of School Facilities, the members of the Oxford Building Department, the town Fire and Police Departments, and all appropriate Town and Board of Education staff on all aspects of the School Project, including the grant and reimbursement application and management process.
5. Make required presentations to all appropriate Town bodies (including, but not limited to the Oxford Building Department, Oxford Fire Department, Oxford Police Department, the Board of Education, the Oxford Board of Selectman, the Planning and Zoning Commission, the Conservation Commission/Inland Wetland Agency, and others (including in conjunction with the Town’s architects, engineers and construction managers where appropriate).
6. Review and oversee critical path schedules for design and construction provided by others.
7. Review and oversee project budgets, schedules and cash flow projections.
8. Oversee and coordinate detailed School Project cost estimating and any required reconciliation between estimates and budgets. Identify cost control and value management options to keep the School Project on budget and ensure compliance with Town and Board of Education approvals, State reimbursement requirements, and School Project specifications.
9. Provide oversight for efficient and comprehensive communications and tracking of critical project elements (e.g., requests for information (RFI’s); change orders, submittals, addendums, meeting minutes, schedules, etc.).
10. Assist in the monitoring and reporting on contract manager, contractor, and subcontractor compliance with all local, state, and federal requirements.
11. Develop and implement a system for review and processing and tracking of change orders, including State Change Orders to relevant state officials (e.g., the DAS Office of School Construction Grants)
12. Attend and, where required, represent the Town at all School Project meetings, including job meetings, Oxford Building Department meetings, Oxford regulatory meetings and any other meetings as required.
13. Keep meeting minutes as needed.
14. Develop and implement a procedure for review, approval and processing of contractor and professional consultant requests for payment.
15. Assist the Town and Board of Education to resolve any questions that arise during the School Project design and construction.
16. Prepare and maintain a system for reporting to the Connecticut Department of Education.
17. Determine final completion and turnover to the Town of all required materials.
18. Coordinate the completion and construction phase closeout of all projects including but not limited to: ensuring all appropriate documents are submitted, warranty issue oversight, owner- implemented changes and/or additions to the School Project.
19. Prepare for and assist in the state Department of Education project audit process.
20. Review Certified Payrolls for reasonableness, completeness, and compliance with the law.
21. Provide Value Management/Engineering Oversight.
22. Assist with State of Connecticut High Performance Building Certification Process.
23. Provide documentation management services (e.g., warranties, as-builts, manuals, etc.).
24. Coordinate Schedules and Deliveries and review Payment Requests/Invoices.
25. The owner’s representative is prohibited from working on the School Project in additional capacities (e.g., as an architect, construction manager, engineer, or in the trade packages).

## MINIMUM AND PREFERRED QUALIFICATIONS

The Town expects each respondent to meet at least the following minimum qualifications:

* 1. The owner’s representative must have demonstrated experience as a construction manager, owner’s representative, or architect in the completion of at least two (2) school construction projects in Connecticut, with a budget of at least $35 million each, in the last ten (10) years.
	2. Preference will be given to demonstrated experience with providing such services in conjunction with new-school construction.
	3. The owner’s representative must have demonstrated owner’s representative, project management, and/or construction management experience for a minimum of $300 million in State-approved projects within the previous 10 year period.
	4. The owner’s representative must have demonstrated experience providing construction management, owner’s representative, or architectural services to multiple public school districts in Connecticut and provide references and contact information for these projects.
	5. The owner’s representative must have demonstrated strong owner’s representative and project management skills, including but not limited to, extensive construction experience, change order evaluation, critical path scheduling and budget oversight. The selected firm must demonstrate the ability to work collaboratively with towns, school boards, building committees, architects and construction managers.
	6. The School Project will be subject to requirements of the State of Connecticut Department of Administrative Services, Office of School Construction Grants and the Department of Education, Bureau of Grants Management. Candidates shall demonstrate project experience working with and extensive knowledge of these agencies and their requirements.

**The written response to this RFQ/RFP must also include the following information, which shall be used as criteria for selecting finalists to be interviewed ultimately selected as the most responsible qualified proposer to serve as the owner’s representative:**

1. List the school districts and projects for which the firm has provided complete Owner’s Representative, construction oversight or Construction Management services. Include only current projects or projects completed within the last ten (10) years. Include specific information on projects (i.e. description, size, value, schedule, type of Owner’s Representative Agreement), organizational structure with owner and current owner references, project’s budget at start of project and completion of project, and project’s anticipated completion date at start of project and when project was actually completed.
2. Describe experience with working with community and government on local and state level, particularly in the context of new school construction.
3. Indicate who will be providing mechanical, engineering, plumbing (MEP) knowledge, schedule and cost estimating capabilities if such services will be subcontracted.
4. Describe experience with defining and implementing The State of Connecticut High Performance Building Standards, the requirements for state grants and/or reimbursement from the State of Connecticut Department of Administrative Services, Office of School Construction Grants and the Department of Education, Bureau of Grants Management, and other laws and regulations applicable to Connecticut school construction.
5. Demonstrate understanding of and ability to meet owner’s representative goals and ability to provide the scope of services set forth in this RFQ/RFP.
6. Describe experience working with “at risk” construction managers and guaranteed maximum price (“GMP”) contracts.
7. Describe experience working with architects, engineers, commissioning agents and other consultants during design and construction activities, particularly new school design.
8. Demonstrate successful experience with State audits of completed projects. Cite examples of a minimum of two (2) audited school projects.

## RIGHT TO AMEND OR TERMINATE THE RFQ/RFP

The Town may, before or after the submission deadline and in its sole discretion, clarify, modify, amend or terminate this RFQ/RFP if the Town determines it is in the Town’s best interest to do so. Any such action shall be effected by a posting on the Town’s website, www.oxford-ct.gov under “Requests for Bids,” and on the State of CT Department of Administrative Services website <http://das.ct.gov/cr1.aspx?page=12>”. **Each respondent is responsible for checking the CT Department of Administrative Services and/or Town’s website to determine if the Town has issued any addenda and, if so, to complete its response in accordance with the RFQ/RFP as modified by the addenda.**

## KEY DATES

**RFQ/RFP Submission Deadline: May 14, 2018 2:00 PM**

**Short List of Most Responsible, Qualified Proposer – May 16, 2018**

**Presentations & Interviews of short listed individuals/firms – May 23, 2018**

1. **OBTAINING THE RFQ/RFP**

All documents that are a part of this RFQ/RFP may be found on the Town’s website, [www.oxford-ct.gov,](http://www.oxford-ct.gov,) under “Requests for Bids” and on the State of CT Department of Administrative Services website <http://das.ct.gov/cr1.aspx?page=12>

## RESPONSE INSTRUCTIONS - QUALIFICATIONS

Responses must be received by Town of Oxford at the Selectman’s Office located at 486 Oxford Road, Oxford, CT 06478 by 2:00 p.m. on May 14, 2018. Postmarks prior to the submission deadline do **NOT** satisfy this condition. The Town will not accept responses by e-mail or fax. Respondents are solely responsible for ensuring timely delivery. The Town will **NOT** accept late responses.

Fifteen (15) original hard copies and one digital copy (thumb drive or CD) of all required documents and information must be submitted in sealed, opaque envelopes clearly labeled with the respondent’s name, the respondent’s address, the words **"RFQ/RFP DOCUMENTS**,**”** and the **RFQ/RFP Title, RFQ/RFP Number (OSBC3), and RFQ/RFP Submission Deadline**. The Town may decline to accept responses received in unmarked envelopes that the Town opens in its normal course of business. The Town may, but shall not be required to, return such responses and inform the respondent that the documents may be resubmitted in a sealed envelope properly marked as described above.

Responses may be withdrawn personally or in writing provided that the Town receives the withdrawal prior to the time and date of the response deadline. Responses are considered valid, and may not be withdrawn, cancelled or modified, for sixty (60) days after the response deadline, to give the Town sufficient time to review the responses, investigate the respondents’ qualifications, secure any required municipal approvals, and take whatever additional steps the Town in its sole discretion deems to be in its best interests.

**An authorized person representing the legal entity of the respondent must sign the response and all forms included in this RFQ/RFP.**

Responses shall be organized and presented in the order listed below to assist the Town in reviewing them. Responses should be presented in sufficient detail to respond thoroughly to each requirement and expected service described in this RFQ/RFP:

* 1. A Table of Contents, including clear identification of the material provided by section and number;
	2. A cover letter containing the respondent’s interest in providing the owner’s representative services and any other information that would assist the Town in making a selection;
	3. The name, telephone number, and e-mail address of the person to be contacted for further information or clarification;
	4. A background statement, including a description of the firm or individual submitting the proposal and the applicable State of Connecticut license numbers;
	5. A list of the respondent’s staff members, a description of their background and experiences, and a description of role(s) they have been assigned in similar consulting arrangements;
	6. A complete list of similar professional service engagements during the most recent five (5) years, including the client name, and the client contact’s name, address and telephone number. Please also identify by name and complete address all sub-consultants used to perform additional services;
	7. A description of the respondent’s overall approach to addressing the Town’s need for owner’s representative services, including staff availability and the respondent’s ability to respond timely to the Town’s request for assistance. Such description should address the Minimum and Preferred Qualifications set forth in Section 3 as well as the Required Disclosures of Section 13;
	8. A concluding statement of the reasons the respondent believes it/he/she is best qualified to meet the Town’s needs;
	9. The Background Disclosure Form attached to this RFQ/RFP and more fully described in Section 13 of these Standard Instructions;
	10. The Legal Status Disclosure Form attached to this RFQ/RFP and more fully described in Section 15 of these Standard Instructions; and
	11. The Statement of References Form attached to this RFQ/RFP and more fully described in Section 14 of these Standard Instructions.

## RESPONSE INSTRUCTIONS – FEE PROPOSAL

Responding firms are requested to submit fee proposals in a separately sealed envelope and should not be included with the remainder of the written qualification and proposal package. Scope of services should be based on those identified in the Control Budget in TAB C and the Project Schedule shown in TAB B. Proposed fees for all owner representative and project management services should be presented in the form of a fixed lump sum. The only reimbursable expenses that will be reimbursed are (1) approved out of state travel associated with the project, (2) overnight mailings and (3) printing costs requested specifically for the project owner’s use. Please provide two (2) copies of the fee proposal in a separate envelope marked as follows:

“**RFQ/RFP# OSBC3** Oxford Middle School Project Fee Proposal”

Town of Oxford, CT

Office of the First Selectman

486 Oxford Road

Oxford, CT. 06478

## QUESTIONS AND AMENDMENTS

Questions concerning the process and procedures applicable to this RFQ/RFP or the other requirements of this RFQ/RFP are to be submitted **in writing** (including by e-mail) and directed **only to**:

Name: Bob Slie - Chairman

Department: Oxford School Building Committee

E-mail: rslie@comcast.net

## Respondents are prohibited from contacting any other Town employee, Building Committee Member, Board of Education Member, Board of Education Employee, or officer or official concerning this RFQ/RFP. A respondent’s failure to comply with this requirement may result in disqualification.

The appropriate Town representative listed above must receive any questions from respondents no later than five (5) business days before the response deadline. That representative will confirm receipt of a respondent’s questions by e-mail. The Town will answer all written questions by issuing one or more addenda, which shall be a part of this RFQ/RFP, containing all questions received as provided for above and decisions regarding same.

At least four (4) calendar days prior to the response deadline, the Town will post any addenda on the Town’s website, [www.oxford-ct.gov](http://www.oxford-ct.gov), under “Requests for Bids,” and on the State of CT Department of Administrative Services website <http://das.ct.gov/cr1.aspx?page=12> **Each respondent is responsible for checking the websites to determine if the Town has issued any addenda and, if so, to complete its response in accordance with the RFQ/RFP as modified by the addenda.**

No oral statement of the Town, including oral statements by the Town representatives listed above, shall be effective to waive, change or otherwise modify any of the provisions of this RFQ/RFP, and no respondent shall rely on any alleged oral statement.

## ADDITIONAL INFORMATION

The Town reserves the right to ask any respondent to clarify its response or to submit additional information that the Town in its sole discretion deems desirable.

## COSTS FOR PREPARING RESPONSE

Each respondent’s costs incurred in developing its response are its sole responsibility, and the Town shall have no liability for such costs.

## OWNERSHIP OF RESPONSES

All responses become the Town’s property and will not be returned to respondents.

## REQUIRED DISCLOSURES

In its Background Disclosure Form each respondent must disclose, if applicable:

1. Its inability or unwillingness to meet any requirement of this RFQ/RFP, including the contract terms contained in Section 18, below;
2. If it is listed on the State of Connecticut’s Debarment List;
3. If it is ineligible, pursuant to Conn. Gen. Stat. § 31-57b, to be awarded a contract because of occupational safety and health law violations;
4. All resolved and pending arbitrations and litigation matters in which the respondent or any of its principals (regardless of place of employment) has been involved within the last ten (10) years;
5. All criminal proceedings in which the respondent or any of its principals (regardless of place of employment) has ever been the subject; and
6. Each instance in which it or any of its principals (regardless of place of employment) has ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of proposals or bids or the performance of work on public works projects or contracts.

A respondent’s acceptability based on these disclosures lies solely in the Town’s discretion.

## REFERENCES

Each respondent must complete and submit the Statement of References Form included in this RFQ/RFP.

## LEGAL STATUS

Each respondent must complete and submit the Legal Status Disclosure Form included in this RFQ/RFP.

If a respondent is a corporation, limited liability company, or other business entity that is required to register with the Connecticut Secretary of the State’s Office, it must have a current registration on file with that office. The Town may, in its sole discretion, request acceptable evidence of any respondent’s legal status.

## EVALUATION CRITERIA

The Town reserves the rights to amend or terminate this RFQ/RFP, to reject any or all respondents, to request additional information, to waive any informalities or non-material deficiencies in a response, and to take any and all other action that, in the Town’s sole judgment, will be in its best interests.

In accordance with General Statutes § 10-287, the Town will evaluate the responses to this RFQ/RFP and select a group of individuals and/or firms from whom interviews and presentations will be scheduled prior to final selection. The Oxford Public Building Committee will utilize the following criteria to evaluate each firms responses.

|  |  |  |
| --- | --- | --- |
| **Criteria Number** | **Selection Criteria Category** | **Rating Points** |
| **1** |  **Experience with Projects of Similar Size and Scope** | **30** |
| **2** | **Past Performance on Projects of Similar Size and Scope**  |  **30** |
| **3** | **Organization/Team Structure for this Project** | **15** |
| **4** |  **Current Workload** | **15** |
| **5** |  **Litigation History** | **10** |
|  |  **Available Rating Points per Rating Member** | **100** |

The Town will consider the following factors, among others, in evaluating responses: experience, references, capabilities, past performance, and other relevant criteria, including the following: accuracy, overall quality, thoroughness, and responsiveness to the Town’s requirements as stated in this RFQ/RFP; the respondent’s qualifications, experience, and ability to provide the services and expertise requested; ability to respond promptly to requests; past performance; and other criteria relevant to the Town’s interests, including compliance with the procedural requirements stated in this RFQ/RFP.

If a respondent is in arrears or in default to the Town with regard to any tax, debt, contract, security or any other obligation, the Tax Collector will recover the full value from the payments made to the respondent, beginning with the first payment until the obligation has been satisfied.

Pursuant to General Statute § 10-287, following the qualification evaluation, the Town shall evaluate the qualifications and request proposals, including pricing information, on the basis of the factors described herein. On the basis of the received qualifications and proposals, the Town shall determine the three (3) most responsible qualified proposers. The term “most responsible qualified proposers” means the proposer who is qualified by the Town when considering price and the factors necessary for faithful performance of the School Project based on the criteria and scope of work included in this request for proposals.

**The Town will select the lowest cost responsible qualified proposer, meaning that, in addition to price, due consideration will be given to factors such as a proposer’s experience, references, capabilities, past performance, and other relevant criteria, including the Minimum and Preferred Qualifications set forth in Section 3 of this RFQ/RFP.**

Such evaluation criteria shall include due consideration of the proposer’s pricing for the School Project, experience with work of similar size and scope, organizational and team structure, past performance data, including, but not limited to, adherence to project schedules and project budgets and the number of change orders for projects, the approach to the work required for the contract and documented contract oversight capabilities, and other criteria specific to the project. The three (3) finalists will be invited to make presentations and then be interviewed, after which the Town will select the **most responsible, qualified proposer**,

The Town (Board of Selectmen) will issue a Preliminary Notice of Award to the most responsible, qualified proposer selected by the process described in this section. The Preliminary Notice of Award may be subject to further negotiations with the proposer. **The making of a preliminary award to a proposer does not provide the proposer with any rights and does not impose upon the Town any obligations. The Town is free to withdraw a preliminary award at any time and for any reason. A proposer has rights, and the Town has obligations, only if and when a contract is executed by the Town and the proposer.**

If the proposer does not provide all required documents and execute the contract within ten (10) business days of the date of the Preliminary Notice of Award, unless extended by the Town, the Town may call any proposal security provided by the proposer and may enter into discussions with another proposer.

## COMPLIANCE WITH IMMIGRATION LAWS

By submitting a response, a respondent represents that it currently complies, and during the term of a contract resulting from an RFQ/RFP will comply, with the Immigration Reform and Control Act (“IRCA”) and that each person it provides under any such future contract will at all times be authorized for employment in the United States of America. Each respondent confirms that it has a properly completed Employment Eligibility Verification, Form I-9, for each person who will be assigned under any contract resulting from an RFQ/RFP and that it will require each subcontractor, if any, to confirm that it has a properly completed Form I-9 for each person who will be assigned under such contract.

## CONTRACT TERMS

As stated above, the purpose of this Request for Qualifications and Proposals process is to identify the most qualified respondents. Following analysis of the responses to this Request for Qualifications and Proposals, the Town intends to identify the three most qualified individuals/firms who will be invited to make presentations and participate in an interview process that will conclude with selection of the most responsible qualified proposer **(the** **Successful Proposer)**

The following provisions will be among the mandatory terms of the Town’s contract with a Successful Proposer. If a respondent is unwilling or unable to meet any of these Contract Terms, the respondent must disclose that inability or unwillingness in its Background Disclosure Form (see Section 13 of these Standard Instructions). The Town reserves the right to modify or include other provisions in its contracts as the Town, in its sole discretion, deems necessary or advisable in a given RFQ/RFP.

* 1. DEFENSE, HOLD HARMLESS AND INDEMNIFICATION

The Successful Proposer agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the “Town Indemnified Parties”), from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including attorney’s fees, arising out of or relating, directly or indirectly, to the Successful Proposer’s malfeasance, misconduct, negligence or failure to meet its obligations under the RFQ/RFP or the Contract. The Successful Proposer’s obligations under this section shall not be limited in any way by any limitation on the amount or type of the Successful Proposer’s insurance. Nothing in this section shall obligate the Successful Proposer to indemnify the Town Indemnified Parties against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of the Town Indemnified Parties.

In any and all claims against the Town Indemnified Parties made or brought by any employee of the Successful Proposer, or anyone directly or indirectly employed or contracted with by the Successful Proposer, or anyone for whose acts or omissions the Successful Proposer is or may be liable, the Successful Proposer’s obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by the Successful Proposer under workers’ compensation acts, disability benefit acts, or other employee benefits acts.

The Successful Proposer shall also be required to pay any and all attorney’s fees incurred by the Town Indemnified Parties in enforcing any of the Successful Proposer’s obligations under this section, which obligations shall survive the termination or expiration of the RFQ/RFP and the Contract.

## As a municipal agency of the State of Connecticut, the Town will NOT defend, indemnify, or hold harmless the Successful Proposer.

* 1. COMPLIANCE WITH IMMIGRATION LAWS

The Successful Proposer shall defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the “Town Indemnified Parties”), against any and all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including fines, penalties, punitive damages, attorney’s fees and costs, brought or assessed against, or incurred by, the Town Indemnified Parties related to or arising from the obligations under the Immigration Reform and Control Act (“IRCA”) imposed upon the Successful Proposer or its subcontractor. The Successful Proposer shall also be required to pay any and all attorney’s fees and costs incurred by the Town Indemnified Parties in enforcing any of the Successful Proposer’s obligations under this provision, whether or not a lawsuit or other proceeding is commenced, which obligations shall survive the termination or expiration of the contract.

* 1. ADVERTISING

The Successful Proposer shall not name the Town in its advertising, news releases, or promotional efforts without the Town’s prior written approval.

If it chooses, the Successful Proposer may list the Town in a Statement of References or similar document required as part of its response to a public procurement. The Town’s permission to the Successful Proposer to do so is not a statement about the quality of the Successful Proposer’s work or the Town’s endorsement of the Successful Proposer.

* 1. W-9 FORM

The Successful Proposer must provide the Town with a completed W-9 form before contract execution.

* 1. INSURANCE

The Successful Proposer, and its assigned subcontractor, shall maintain and keep in force, at its sole cost and expense, at least the insurance listed in the Insurance Requirements that are a part of this RFQ/RFP.

* 1. PAYMENTS

Proposers are encouraged to offer discounts for early payment. All payments will be made 30 days after all appropriate Town approvals have been made and the approved invoice has been received by the Town Finance Department.

* 1. TOWN INSPECTION OF WORK

The Town may inspect the Successful Proposer’s work at all reasonable times. This right of inspection is solely for the Town’s benefit and does not transfer to the Town the responsibility for discovering patent or latent defects. The Successful Proposer has the sole and exclusive responsibility for performing in accordance with the contract.

* 1. REJECTED WORK OR MATERIALS

The Successful Proposer, at its sole cost and expense, shall remove from the Town’s property rejected items, commodities and/or work within 48 hours of the Town’s notice of rejection. Immediate removal may be required when safety or health issues are present.

* 1. MAINTENANCE AND AVAILABILITY OF RECORDS

The Successful Proposer shall maintain all records related to the work described in the RFQ/RFP for a period of five (5) years after final payment under the contract or until all pending Town, state and federal audits are completed, whichever is later. Such records shall be available for examination and audit by Town, state and federal representatives during that time.

* 1. SUBCONTRACTING

Prior to entering into any subcontract agreement(s) for the work described in the contract, the Successful Proposer shall provide the Town with written notice of the identity (full legal name, street address, mailing address (if different from street address), and telephone number) of each proposed subcontractor. The Town shall have the right to object to any proposed subcontractor by providing the Successful Proposer with written notice thereof within seven (7) business days of receipt of all required information about the proposed subcontractor. If the Town objects to a proposed subcontractor, the Successful Proposer shall not use that subcontractor for any portion of the work described in the contract.

All permitted subcontracting shall be subject to the same terms and conditions as are applicable to the Successful Proposer. The Successful Proposer shall remain fully and solely liable and responsible to the Town for performance of the work described in the contract. The Successful Proposer also agrees to promptly pay each of its subcontractors upon payment from the town. The Successful Proposer shall assure compliance with all requirements of the contract. The Successful Proposer shall also be fully and solely responsible to the Town for the acts and omissions of its subcontractors and of persons employed, whether directly or indirectly, by its subcontractor(s).

* 1. WORKERS COMPENSATION

Prior to contract execution, the Town will require the Successful Proposer to provide a current statement from the State Treasurer that, to the best of the State Treasurer’s knowledge and belief, as of the date of the statement, the Successful Proposer was not liable to the State for any workers’ compensation payments made pursuant to Conn. Gen. Stat. § 31-355.

* 1. COMPLIANCE WITH LAWS

The Successful Proposer shall comply with all applicable laws, regulations, ordinances, codes and orders of the United States, the State of Connecticut and the Town related to its proposal and the performance of the work described in the contract.

* 1. LICENSES AND PERMITS

The Successful Proposer certifies that, throughout the contract term, it shall have and provide proof of all approvals, permits and licenses required by the Town and/or any state or federal authority. The Successful Proposer shall immediately and in writing notify the Town of the loss or suspension of any such approval, permit or license.

* 1. AMENDMENTS

The contract may not be altered or amended except by the written agreement of both parties.

* 1. ENTIRE AGREEMENT

It is expressly understood and agreed that the contract contains the entire agreement between the parties, and that the parties are not, and shall not be, bound by any stipulations, representations, agreements or promises, oral or otherwise, not printed or inserted in the contract or its attached exhibits.

* 1. VALIDITY

The invalidity of one or more of the phrases, sentences or clauses contained in the contract shall not affect the remaining portions so long as the material purposes of the contract can be determined and effectuated.

* 1. CONNECTICUT LAW AND COURTS

The contract shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut, and the parties irrevocably submit in any suit, action or proceeding arising out of the contract to the jurisdiction of the United States District Court for the District of Connecticut or of any court of the State of Connecticut, as applicable.

* 1. NON-EMPLOYMENT RELATIONSHIP

The Town and the Successful Proposer are independent parties. Nothing contained in the contract shall create, or be construed or deemed as creating, the relationships of principal and agent, partnership, joint venture, employer and employee, and/or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of the contract. The Successful Proposer understands and agrees that it is not entitled to employee benefits, including but not limited to workers compensation and employment insurance coverage, and disability. The Successful Proposer shall be solely responsible for any applicable taxes.

## END OF STANDARD INSTRUCTIONS

**TOWN OF OXFORD, CONNECTICUT INSURANCE REQUIREMENTS**

**RFQ/RFP# OSBC3**

The Successful Proposer, and its assigned subcontractors, shall agree to maintain in force at all times during which services are to be performed the following coverages placed with company(ies) licensed by the State of Connecticut that have at least an “A-” VIII policyholders rating according to Best Publication’s latest edition Key Rating Guide.

|  |  |  |
| --- | --- | --- |
|  |  | (Minimum Limits) |
| General Liability\* | Each Occurrence General AggregateProducts/Completed Operations Aggregate | $1,000,000$2,000,000$2,000,000 |
| Auto Liability\* | Combined Single Limit Each Accident |  |
|  | $1,000,000 |
| Professional Liability | Each Claim or Each Occurrence Aggregate | $1,000,000$1,000,000 |
| Umbrella\* (Excess Liability) | Each Occurrence Aggregate | $10,000,000$10,000,000 |

\* “The Town of Oxford” must be named as “Additional Insured” on all insurances of all subcontractors (Accord Form) Coverage is to be provided on a primary, noncontributory basis.

If any policy is written on a “Claims Made” basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of the contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Workers’ Compensation and WC Statutory Limits

Employers’ Liability EL Each Accident $100,000

EL Disease Each Employee $100,000

EL Disease Policy Limit $500,000

Original, completed Certificates of Insurance must be presented to the Town prior to purchase order/contract issuance. The Successful Proposer agrees to provide replacement/renewal certificates at least 60 days prior to the expiration of any policy. Should any of the above described policies be cancelled before the expiration date, written notice must be given to the Town 30 days prior to cancellation.

## END OF INSURANCE REQUIREMENTS

**TOWN OF OXFORD, CONNECTICUT**

**BACKGROUND DISCLOSURE FORM RFQ/RFP#OSBC3**

RESPONDENT’S FULL LEGAL NAME:

REQUIRED DISCLOSURES

* + 1. Exceptions to the RFQ/RFP

 This response does not take exception to any requirement of the RFQ/RFP, including but not only any of the Contract Terms set forth in Section 17 of the Standard Instructions.

OR

 This response takes exception(s) to certain of the RFQ/RFP requirements, including but not only the following Contract Terms set forth in Section 17 of the Standard Instructions. **Attached is a sheet fully describing each such exception.**

* + 1. State Debarment List

Is the respondent on the State of Connecticut’s Debarment List?

 Yes

 No

* + 1. Occupational Safety and Health Law Violations

Has the respondent or any firm, corporation, partnership or association in which it has an interest (1) been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the submission (provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction) or (2) received one or more criminal convictions related to the injury or death of any employee in the three- year period preceding the response?

 Yes

 No

If “yes,” attach a sheet fully describing each such matter.

* + 1. Arbitration/Litigation

Has either the respondent or any of its principals (regardless of place of employment) been involved for the most recent ten (10) years in any resolved or pending arbitration or litigation?

 Yes

 No

If “yes,” attach a sheet fully describing each such matter.

* + 1. Criminal Proceedings

Has the respondent or any of its principals (regardless of place of employment) ever been the subject of any criminal proceedings?

 Yes

 No

If “yes,” attach a sheet fully describing each such matter.

* + 1. Ethics and Offenses in Public Projects or Contracts

Has either the respondent or any of its principals (regardless of place of employment) ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of proposals or bids or the performance of work on public works projects or contracts?

 Yes

 No

If “yes,” attach a sheet fully describing each such matter.

BY (PRINT NAME)

TITLE:

DATE:

(SIGNATURE)

## END OF BACKGROUND DISCLOSURE FORM

**TOWN OF OXFORD, CONNECTICUT**

**LEGAL STATUS DISCLOSURE FORM**

**RFQ/RFP# OSBC3**

Please fully complete the applicable section below, attaching a separate sheet if you need additional space. For purposes of this disclosure, “permanent place of business” means an office continuously maintained, occupied and used by the respondent’s regular employees regularly in attendance to carry on the respondent’s business in the respondent’s own name. An office maintained, occupied and used by a respondent only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied and used by a person affiliated with a respondent will not be considered a permanent place of business of the respondent.

## IF A SOLELY OWNED BUSINESS:

Respondent’s Full Legal Name

Street Address

Mailing Address (if different from Street Address)

Owner’s Full Legal Name

Number of years engaged in business under sole proprietor or trade name

Does the respondent have a “permanent place of business” in Connecticut, as defined above? Yes No

If yes, please state the full street address (not a post office box) of that “permanent place of business.”

## IF A CORPORATION:

Respondent’s Full Legal Name

Street Address

Mailing Address (if different from Street Address)

Owner’s Full Legal Name

Number of years engaged in business

Names of Current Officers

President Secretary Chief Financial Officer

Does the respondent have a “permanent place of business” in Connecticut, as defined above?

 Yes No

If yes, please state the full street address (not a post office box) of that “permanent place of business.”

## IF A LIMITED LIABILITY COMPANY:

Respondent’s Full Legal Name

Street Address

Mailing Address (if different from Street Address)

Owner’s Full Legal Name

Number of years engaged in business

Names of Current Manager(s) and Member(s)

Name & Title (if any) Residential Address (street only)

Name & Title (if any) Residential Address (street only)

Name & Title (if any) Residential Address (street only)

Name & Title (if any) Residential Address (street only)

Does the respondent have a “permanent place of business” in Connecticut, as defined above?

 Yes No

If yes, please state the full street address (not a post office box) of that “permanent place of business.”

## IF A PARTNERSHIP:

Respondent’s Full Legal Name

Street Address

Mailing Address (if different from Street Address)

Owner’s Full Legal Name Number of years engaged in business Names of Current Partners

Name & Title (if any) Residential Address (street only)

Name & Title (if any) Residential Address (street only)

Name & Title (if any) Residential Address (street only)

Name & Title (if any) Residential Address (street only)

Does the respondent have a “permanent place of business” in Connecticut, as defined above?

 Yes No

If yes, please state the full street address (not a post office box) of that “permanent place of business.”

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

Respondent’s Full Legal Name

(print)

Name and Title of Respondent’s Authorized Representative

(signature)

Respondent’s Representative, Duly Authorized

Date

**END OF LEGAL STATUS DISCLOSURE FORM**

**TOWN OF OXFORD, CONNECTICUT STATEMENT OF REFERENCES FORM**

**RFQ/RFP# OSBC3**

Provide at least three (3) references:

1. BUSINESS NAME ADDRESS CITY, STATE TELEPHONE: INDIVIDUAL CONTACT NAME AND POSITION
2. BUSINESS NAME ADDRESS CITY, STATE TELEPHONE: INDIVIDUAL CONTACT NAME AND POSITION
3. BUSINESS NAME ADDRESS CITY, STATE TELEPHONE: INDIVIDUAL CONTACT NAME AND POSITION

**TAB A**

Educational Specifications

**TAB B**

Project Schedule

**TAB C**

Project Cost (Appendix H)