

## **LEGAL NOTICE**

### **TOWN OF LEDYARD, CONNECTICUT** **REQUEST FOR PROPOSALS**

#### ***ENGINEERING DESIGN SERVICES FOR THE LEDYARD HIGH SCHOOL TRACK AND FIELD PROJECT MAY 23, 2019***

The Town of Ledyard will receive sealed bids for ***Engineering Design Services for the Ledyard High School Track and Field Project*** until 3:00 PM on June 5, 2019. At that time proposals will be opened in public and read aloud.

The documents comprising the Request for Proposals may be obtained from the Director of Facilities, Ledyard Public Schools, 4 Blonders Blvd., Ledyard, CT 06339 during the hours of 8:00AM – 4:00PM, Monday through Friday, or on the Town's website, [www.ledyard.net](http://www.ledyard.net). Click on District, Finance, Bids/RFPs, 2019-20.

The Town of Ledyard reserves the rights to amend or terminate this Request for Proposals, accept all or any part of a proposal, reject all proposals, waive any informalities or non-material deficiencies in a proposal, and award the proposal to the proposer that, in the Town's judgment, will be in the Town's best interests.

**TOWN OF LEDYARD, CONNECTICUT**

**REQUEST FOR PROPOSALS FOR  
*ENGINEERING DESIGN SERVICES FOR THE  
LEDYARD HIGH SCHOOL TRACK AND FIELD PROJECT***

**Proposal Number: LPS-0048**

**Proposal Opening Date: June 6, 2019**

**Proposal Opening Time: 3:00PM**

**Proposal Opening Place:** Ledyard Public Schools  
4 Blonders Blvd.  
Ledyard, CT 06339  
Conference Room

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The Town of Ledyard is seeking qualification proposals from architecture and Engineering (A/E) firms to provide Design Development Documents, Permitting Approvals, and Construction Documents for the construction of a running track and a synthetic turf all-purpose field.

One (1) original, (1) copy, and (1) digital pdf copy of sealed proposals must be received in the Ledyard Public Schools Conference Room by the date and time noted above. The Town of Ledyard (the "Town") will not accept submissions by e-mail or fax. The Town will reject proposals received after the date and time noted above.

The documents comprising the Request for Proposals may be obtained from the Director of Facilities, Ledyard Public Schools, 4 Blonders Blvd., Ledyard, CT 06339 during the hours of 8:00AM – 4:00PM, Monday through Friday, or on the Town's website, [www.ledyard.net](http://www.ledyard.net). Click on District, Finance, Bids/RFPs, 2019-20. **Each proposer is responsible for checking the Town's website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.**

Proposals must be held firm and cannot be withdrawn for sixty (60) calendar days after the opening date.

The Town reserves the rights to amend or terminate this Request for Proposals, accept all or any part of a proposal, reject all proposals, waive any informalities or non-material deficiencies in a proposal, and award the proposal to the proposer that, in the Town's judgment, will be in the Town's best interests.

This Request for Proposals (“RFP”) includes:

- Standard Instructions to Proposers
- Specifications
- Insurance Requirements
- Proposal Form
- Proposer’s Legal Status Disclosure
- Proposer’s Certification Concerning Equal Employment Opportunities and Affirmative Action Policy
- Hold Harmless Agreement
- Proposer’s Non Collusion Affidavit
- Proposer’s Statement of References
- State of Connecticut Bidders Qualification Statement
- State of Connecticut Contractor Verification
- Addenda, if any

## TOWN OF LEDYARD, CONNECTICUT

### STANDARD INSTRUCTIONS TO PROPOSERS

#### 1. INTRODUCTION

The Town of Ledyard (the “Town”) is soliciting proposals for *Engineering Design Services for the Ledyard High School Track and Field Project*. This RFP is not a contract offer, and no contract will exist unless and until a written contract is signed by the Town and the successful proposer.

Interested parties should submit a proposal in accordance with the requirements and directions contained in this RFP. **Proposers are prohibited from contacting any Town employee, officer or official concerning this RFP, except as set forth in Section 6, below. A proposer’s failure to comply with this requirement may result in disqualification.**

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

#### 2. RIGHT TO AMEND OR TERMINATE THE RFP OR CONTRACT

The Town may, before or after proposal opening and in its sole discretion, clarify, modify, amend or terminate this RFP if the Town determines it is in the Town’s best interest. Any such action shall be effected by a posting on the Town’s website, [www.Ledyard.net](http://www.Ledyard.net) **Each proposer is responsible for checking the Town’s website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.**

### 3. KEY DATES

Optional Pre-Proposal Conference or Site Visit: **3:00PM, May 29, 2019**  
(Schedule in Advance with samkilpatrick@ledyard.net)

Proposal Opening: **3:00PM, June 6, 2019**

Interviews of one or more proposers (if deemed necessary): **5:00PM, June 17, 2019**

Preliminary Notice of Award: **June 18, 2019**

Contract Execution: **June 20, 2019**

The Preliminary Notice of Award and Contract Execution dates are anticipated, not certain, dates.

### 4. OBTAINING THE RFP

The documents comprising the Request for Proposals may be obtained from the Director of Facilities, Ledyard Public Schools, 4 Blonders Blvd., Ledyard, CT 06339 during the hours of 8:00AM – 4:00PM, Monday through Friday, or on the Town's website, [www.ledyard.net](http://www.ledyard.net). Click on District, Finance, Bids/RFPs, 2019-20.

### 5. PROPOSAL SUBMISSION INSTRUCTIONS

Proposals must be received in the Ledyard Public Schools Conference Room, Ledyard, CT 06339, prior to the date and time the proposals are scheduled to be opened publicly. Postmarks prior to the opening date and time do **NOT** satisfy this condition. The Town will not accept submissions by e-mail or fax. Proposers are solely responsible for ensuring timely delivery. The Town will **NOT** accept late proposals.

One (1) original, (1) copy, and (1) digital pdf copy of all proposal documents must be submitted in sealed, opaque envelopes clearly labeled with the proposer's name, the proposer's address, the words "**PROPOSAL DOCUMENTS,**" and the **Proposal Title, Proposal Number and Proposal Opening Date**. The Town may decline to accept proposals submitted in unmarked envelopes that the Town opens in its normal course of business. The Town may, but shall not be required to, return such proposal documents and inform the proposer that the proposal documents may be resubmitted in a sealed envelope properly marked as described above.

Proposal prices must be submitted on the Proposal Form included in this RFP. All blank spaces for proposal prices must be completed in ink or be typewritten; proposal prices must be stated in both words and figures. The person signing the Proposal Form must initial any errors, alterations or corrections on that form. Ditto marks or words such as "SAME" shall not be used in the Proposal Form.

Proposals may be withdrawn personally or in writing provided that the Town receives the withdrawal prior to the time and date the proposals are scheduled to be opened. Proposals are considered valid, and may not be withdrawn, cancelled or modified, for sixty (60) days after the opening date, to give the Town sufficient time to review the proposals, investigate the proposers' qualifications, secure any required municipal approvals, and execute a binding contract with the successful proposer.

An authorized person representing the legal entity of the proposer must sign the Proposal Form and all other forms included in this RFP.

## **6. QUESTIONS AND AMENDMENTS**

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

Name: Samuel Kilpatrick III  
Department: Board of Education  
E-mail: samkilpatrick@ledyard.net  
Fax: 860-464-8589

Questions concerning this RFP's Specifications are to be submitted **in writing** (including by e-mail or fax) and directed **only to**:

Name: Samuel Kilpatrick III  
Department: Board of Education  
E-mail: samkilpatrick@ledyard.net  
Fax: 860-464-8589

**Proposers are prohibited from contacting any other Town employee, officer or official concerning this RFP. A proposer's failure to comply with this requirement may result in disqualification.**

The appropriate Town representative listed above must receive any questions from proposers no later than seven (7) business days before the proposal opening date. That representative will confirm receipt of a proposer'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 RFP and the resulting Contract, containing all questions received as provided for above and decisions regarding same.

At least four (4) calendar days prior to proposal opening, the Town will post any addenda on the Town's website, [www.Ledyard.net](http://www.Ledyard.net). **Each proposer is responsible for checking the website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the 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 RFP, and no proposer shall rely on any alleged oral statement.

**7. ADDITIONAL INFORMATION**

The Town reserves the right, either before or after the opening of proposals, to ask any proposer to clarify its proposal or to submit additional information that the Town in its sole discretion deems desirable.

**8. COSTS FOR PREPARING PROPOSAL**

Each proposer's costs incurred in developing its proposal are its sole responsibility, and the Town shall have no liability for such costs.

**9. OWNERSHIP OF PROPOSALS**

All proposals submitted become the Town's property and will not be returned to proposers.

**10. FREEDOM OF INFORMATION ACT**

All information submitted in a proposal or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended and judicially interpreted. A proposer's responses may contain financial, trade secret or other data that it claims should not be public (the "Confidential Information"). A proposer must identify specifically the pages and portions of its proposal or additional information that contain the claimed Confidential Information by visibly marking all such pages and portions. Provided that the proposer cooperates with the Town as described in this section, the Town shall, to the extent permitted by law, protect from unauthorized disclosure such Confidential Information.

If the Town receives a request for a proposer's Confidential Information, it will promptly notify the proposer in writing of such request and provide the proposer with a copy of any written disclosure request. The proposer may provide written consent to the disclosure, or may object to the disclosure by notifying the Town in writing to withhold disclosure of the information, identifying in the notice the basis for its objection, including the statutory exemption(s) from disclosure. The proposer shall be responsible for defending any complaint brought in connection with the nondisclosure, including but not only appearing before the Freedom of Information Commission, and providing witnesses and documents as appropriate.

**11. REQUIRED DISCLOSURES**

Each proposer must, in its Proposal Form, make the disclosures set forth in that form. A proposer's acceptability based on those disclosures lies solely in the Town's discretion.

**12. REFERENCES**

Each proposer must complete and submit the Proposer's Statement of References form included in this RFP.

**13. LEGAL STATUS**

If a proposer 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 proposer's legal status. Each proposer must complete and submit the Proposer's Legal Status Disclosure form included in this RFP.

**14. PRESUMPTION OF PROPOSER'S FULL KNOWLEDGE**

Each proposer is responsible for having read and understood each document in this RFP and any addenda issued by the Town. A proposer's failure to have reviewed all information that is part of or applicable to this RFP, including but not only any addenda posted on the Town's website, shall in no way relieve it from any aspect of its proposal or the obligations related thereto.

Each proposer is deemed to be familiar with and is required to comply with all federal, state and local laws, regulations, ordinances, codes and orders that in any manner relate to this RFP or the performance of the work described herein.

By submitting a proposal, each proposer represents that it has thoroughly examined and become familiar with the scope of work outlined in this RFP, and it is capable of performing the work to achieve the Town's objectives. If applicable, each proposer shall visit the site, examine the areas and thoroughly familiarize itself with all conditions of the property before preparing its proposal.

**15. SUBSTITUTION FOR NAME BRANDS *THIS ITEM IS NOT APPLICABLE TO THIS RFP***

**16. TAX EXEMPTIONS**

The Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes. Federal Tax Exempt #06-6001630

**17. INSURANCE**

The successful proposer shall, at its own expense and cost, obtain and keep in force at least the insurance listed in the Insurance Requirements that are a part of this RFP. The Town reserves the right to request from the successful proposer a complete, certified copy of any required insurance policy.

**18. PERFORMANCE SECURITY**

***"THIS ITEM IS NOT APPLICABLE TO THIS RFP"***



19. DELIVERY ARRANGEMENTS

*“THIS ITEM IS NOT APPLICABLE TO THIS RFP”*

20. AWARD CRITERIA; SELECTION; CONTRACT EXECUTION

All proposals will be publicly opened and read aloud as received on the date, at the time, and at the place identified in this RFP. Proposers may be present at the opening.

The Town reserves the right to correct, after proposer verification, any mistake in a proposal that is a clerical error, such as a price extension, decimal point error or FOB terms. If an error exists in an extension of prices, the unit price shall prevail. In the event of a discrepancy between the price quoted in words and in figures, the words shall control.

The Town reserves the rights to accept all or any part of a proposal, reject all proposals, and waive any informalities or non-material deficiencies in a proposal. The Town also reserves the right, if applicable, to award the purchase of individual items under this RFP to any combination of separate proposals or proposers.

The Town will accept the proposal that, all things considered, the Town determines is in its best interests. Although price will be an important factor, it will not be the only basis for award. Due consideration may also be given to a proposer’s experience, references, service, 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 RFP.

The Town will not award the proposal to any business that or person who is in arrears or in default to the Town with regard to any tax, debt, contract, security or any other obligation.

The Town will select the proposal that it deems to be in the Town’s best interest and issue a Preliminary Notice of Award to the successful proposer. The award may be subject to further discussions 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 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.

The Preliminary Notice of Award and Contract Execution dates in Section 3's Key Dates are anticipated, not certain, dates.

**21. AFFIRMATIVE ACTION, AND EQUAL OPPORTUNITY**

Each proposer must submit a completed Proposer's Certification Concerning Equal Employment Opportunities and Affirmative Action Policy form included with this RFP. Proposers with fewer than ten (10) employees should indicate that fact on the form and return the form with their proposals.

**22. NONRESIDENT REAL PROPERTY CONTRACTORS**

If the successful proposer is a "nonresident contractor" as defined in Conn. Gen. Stat. § 12-430(7)(A) as amended, it shall comply fully with the provisions of § 12-430(7) and, prior to execution of the Contract, shall furnish the Town with proof that it is a "verified contractor" within the meaning of General Statutes Section 12-430(7) or that it has posted a bond with the Commissioner of Revenue Services in compliance with General Statutes Section 12-430(7). The successful proposer agrees 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 any and all taxes, interest and penalties that the State of Connecticut asserts are due with respect to the successful proposer's activities under the Contract.

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, whether or not a lawsuit or other proceeding is commenced, which obligations shall survive the termination or expiration of the Contract.

**23. COMPLIANCE WITH IMMIGRATION LAWS**

By submitting a proposal, each proposer confirms that it has complied, and during the term of the Contract will comply, with the Immigration Reform and Control Act ("IRCA") and that each person it provides under the Contract will at all times be authorized for employment in the United States of America. Each proposer confirms that it has a properly completed Employment Eligibility Verification, Form I-9, for each person who will be assigned under the Contract 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 the Contract.

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 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.

## **24. NON COLLUSION AFFIDAVIT**

Each proposer shall submit a completed Proposer's Non Collusion Affidavit that is part of this RFP.

## **25. CONTRACT TERMS**

The following provisions will be mandatory terms of the Town's Contract with the successful proposer. If a proposer is unwilling or unable to meet any of these Contract Terms, the proposer must disclose that inability or unwillingness in its Proposal Form (see Section 11 of these Standard Instructions to Proposers):

### **a. 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 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 this 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.**

b. 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.

c. W-9 FORM

The successful proposer must provide the Town with a completed W-9 form before Contract execution.

d. PAYMENTS

Proposers are encouraged to offer discounts for early payment. All other payments are to be made 30 days after the appropriate Town employee receives and approves the invoice, unless otherwise specified in the Specifications.

In each of its contracts with subcontractors or materials suppliers, the successful proposer shall agree to pay any amounts due for labor performed or materials furnished not later than thirty (30) days after the date the successful proposer receives payment from the Town that encompasses the labor performed or materials furnished by such subcontractor or material supplier. The successful proposer shall also require in each of its contracts with subcontractors that such subcontractor shall, within thirty (30) days of receipt of payment from the successful proposer, pay any amounts due any sub-subcontractor or material supplier, whether for labor performed or materials furnished.

Each payment application or invoice shall be accompanied by a statement showing the status of all pending change orders, pending change directives and approved changes to the Contract. Such statement shall identify the pending change orders and pending change directives, and shall include the date such change orders and change directives were initiated, additional cost and/or time associated with their performance and a description of any work completed. The successful proposer shall require each of its subcontractors and suppliers to include a similar statement with each of their payment applications or invoices.

e. 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.

f. 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.

g. MAINTENANCE AND AVAILABILITY OF RECORDS

The successful proposer shall maintain all records related to the work described in the 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.

h. 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 within thirty (30) days of receipt of payment from the Town or otherwise in accordance with law. 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).

i. PREVAILING WAGES

State law may require that wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker under the Contract and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Stat. § 31-53, as amended, shall be at a rate equal to the

rate customary or prevailing for the same work in the same trade or occupation in the Town. A successful proposer who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day. Upon Contract award, the successful proposer must certify under oath to the State Labor Commissioner the pay scale to be used by the successful proposer and its subcontractors.

j. PREFERENCES

The successful proposer shall comply with the requirements of Conn. Gen. Stat. § 31-52(b), as amended. Specifically, the successful proposer agrees that in the employment of labor to perform the work under the Contract, preference shall be given to citizens of the United States who are, and have been continuously for at least three (3) months prior to the date of the Contract, residents of the labor market area (as established by the State of Connecticut Labor Commissioner) in which such work is to be done, and if no such qualified person is available, then to citizens who have continuously resided in Windham County for at least three (3) months prior to the date hereof, and then to citizens of the State who have continuously resided in the State at least three (3) months prior to the date of the Contract.

k. WORKERS COMPENSATION

Prior to Contract execution, the Town will require the tentative successful proposer to provide a current statement from the State Treasurer that, to the best of her knowledge and belief, as of the date of the statement, the tentative successful proposer was not liable to the State for any workers' compensation payments made pursuant to Conn. Gen. Stat. § 31-355.

l. SAFETY

The successful proposer and each of its permitted subcontractors shall furnish proof that each employee performing the work of a mechanic, laborer or worker under the Contract has completed a course of at least ten (10) hours in construction safety and health approved by the federal Occupational Safety and Health Administration or has completed a new miner training program approved by the Federal Mine Safety and Health Administration. Such proof shall be provided with the certified payroll submitted for the first week each such employee, mechanic, laborer, or worker begins work under the Contract.

m. 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.

n. 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.

o. CESSATION OF BUSINESS/BANKRUPTCY/RECEIVERSHIP

If the successful proposer ceases to exist, dissolves as a business entity, ceases to operate, files a petition or proceeding under any bankruptcy or insolvency laws or has such a petition or proceeding filed against it, the Town has the right to terminate the Contract effective immediately. In that event, the Town reserves the right, in its sole discretion as it deems appropriate and without prior notice to the successful proposer, to make arrangements with another person or business entity to provide the services described in the Contract.

p. AMENDMENTS

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

q. 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.

r. 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.

s. 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.

t. 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 TO PROPOSERS**



## TOWN OF LEDYARD, CONNECTICUT

### PROJECT OVERVIEW FOR *ENGINEERING DESIGN SERVICES FOR THE LEDYARD HIGH SCHOOL TRACK AND FIELD PROJECT*

#### PROPOSAL #LPS-0048

The Town of Ledyard is seeking qualifications and proposals from architecture and Engineering (A/E) firms to provide Design Development Documents, Permitting Approvals, and Construction Documents for the construction of a running track and a synthetic turf all-purpose field at Ledyard High School.

The scope of services will include the following:

- 1. Design Development Documents, including all necessary surveys and investigative work, and detailed cost estimates, presented to and approved by Town Permanent Municipal Building Committee**
- 2. Permitting Approvals**
- 3. Construction Documents for public bidding, complete by July 31, 2019**
- 4. Bidding Phase Consulting Services, to include selection of contractor**
- 5. Construction Administration and Project Close-Out Phase Services as Required by Town**

Scope of Work presented in this RFP is general in nature. Interested Firms shall provide a detailed Scope of Work in its proposal that outlines the various tasks it will provide for this project. In addition, Firms shall provide a detailed schedule of work to complete its scope.

The project goal is to enable the Town to immediately commence development of Design Documents for permitting submissions and approvals by July 31, 2019. Proposing Firms shall submit a detailed schedule of work through completion of Construction Documents and Permitting, and outline an anticipated construction schedule which incorporates the Town's goal to have the field and track fully installed and available for use by December 1, 2019. It is anticipated by the Town that proper weather conditions, based on this timeline, may not be available for the surfacing of the running track by December 1, 2019; in this instance, the surfacing scope of work would be deferred to Spring 2020.

**END OF OVERVIEW**

## TOWN OF LEDYARD, CONNECTICUT

### PRESENTATION OF QUALIFICATIONS *ENGINEERING DESIGN SERVICES FOR THE LEDYARD HIGH SCHOOL TRACK AND FIELD PROJECT*

#### PROPOSAL #LPS-0048

Interested Firms should submit a Statement of Qualifications that documents their qualifications and experience to perform the required services. This Statement of Qualifications should include, at the minimum:

#### 1. FIRM BACKGROUND AND PROJECT TEAM

Provide a description of the Firm's background. Identify and provide resumes of the proposed project manager, and any other individuals related to the needs of the project. Provide current State of Connecticut license to practice architecture and/or engineering.

#### 2. FIRM PROJECT APPROACH

For the project and services outlined in this RFP document, describe your Firm's design approach, including:

- Development of permitting documents and obtaining approval
- Stakeholder meetings and review process
- Cost estimating
- Development of Bid Documents
- Bid Assistance
- Development of and Adhesion to design schedule

#### 3. FIRM RELATIVE EXPERIENCE

Provide a description of previous athletic facilities involving synthetic turf and/or running tracks, with a focus on the last (5) years, and the Firm's ability to deliver accurate cost estimates and deliver projects on schedule. Provide a list of Industry Organizations the Firm is involved with and/or a member of.

#### 4. PROJECT REFERENCES

Include references for the (5) most recent projects listed above, including the Project Title, Reference's Name, Title, Email address, and Phone Number.

**TOWN OF LEDYARD, CONNECTICUT**

**INSURANCE REQUIREMENTS FOR  
*ENGINEERING DESIGN SERVICES FOR THE  
LEDYARD HIGH SCHOOL TRACK AND FIELD PROJECT***

**PROPOSAL #LPS-0048**

Interested Firms shall submit proof of a minimum of the following insurance coverage:

- A. Worker's Compensation as Required by State Statute
  
- B. Commercial Liability as Follows:
  - a. \$2,000,000 General Aggregate
  - b. \$2,000,000 Products Completed Operations Aggregate
  - c. \$1,000,000 Personal & Advertising Injury
  - d. \$1,000,000 Each Occurrence Bodily Injury and Property Damage
  - e. \$100,000 Fire Damage, Any One Fire
  - f. \$5,000 Medical Payments, Any One Person Including Explosion, Collapse and Underground
  
- C. Automobile Liability: \$1,000,000 Combined Single Limit Bodily Injury and Property Damage

**END OF INSURANCE REQUIREMENTS**

TOWN OF LEDYARD, CONNECTICUT

PROPOSAL FORM  
*ENGINEERING DESIGN SERVICES FOR THE  
LEDYARD HIGH SCHOOL TRACK AND FIELD PROJECT*

PROPOSAL #LPS-0048

PROPOSER'S FULL LEGAL NAME:

\_\_\_\_\_

Pursuant to and in full compliance with the RFP, the undersigned proposer, having visited the site or property if applicable, and having thoroughly examined each and every document comprising the RFP, including any addenda, hereby offers and agrees as follows:

To provide the products and/or services specified in, and upon the terms and conditions of, the RFP for the total sum of \_\_\_\_\_/100 Dollars (write out in words) (\$\_\_\_\_\_).

**ACKNOWLEDGEMENT**

In submitting this Proposal Form, the undersigned proposer acknowledges that the price(s) include all labor, materials, transportation, hauling, overhead, fees and insurances, bonds or letters of credit, profit, security, permits and licenses, and all other costs to cover the completed work called for in the RFP. Except as otherwise expressly stated in the RFP, no additional payment of any kind will be made for work accomplished under the price(s) as proposed.

1. Exceptions to or Modifications or Clarifications of the RFP

\_\_\_\_\_ This proposal does not take exception to or seek to modify or clarify any requirement of the RFP, including but not only any of the Contract Terms set forth in Section 26 of the Standard Instructions to Proposers.

OR

\_\_\_\_\_ This proposal takes exception(s) to or seeks to modify or clarify certain of the RFP requirements, including but not only the following Contract Terms set forth in Section 26 of the Standard Instructions to Proposers. **Attached is a sheet fully describing each such exception.**

2. State Debarment List

Is the proposer on the State of Connecticut's Debarment List?

\_\_\_\_\_ Yes  
\_\_\_\_\_ No

3. Occupational Safety and Health Law Violations

Has the proposer 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 proposal (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 proposal?

\_\_\_\_\_ Yes  
\_\_\_\_\_ No

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

4. Arbitration/Litigation

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

\_\_\_\_\_ Yes  
\_\_\_\_\_ No

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

5. Criminal Proceedings

Has the proposer 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.

6. Ethics and Offenses in Public Projects or Contracts

Has either the proposer 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.

**NOTE:** THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID PROPOSAL, MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE PROPOSAL. SUCH SIGNATURE CONSTITUTES THE PROPOSER'S REPRESENTATIONS THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT COMPROMISING THE RFP, UNLESS AN EXCEPTION IS DESCRIBED ABOVE.

BY \_\_\_\_\_  
TITLE:

\_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_ DATE: \_\_\_\_\_  
(SIGNATURE)

**END OF PROPOSAL FORM**

**TOWN OF LEDYARD, CONNECTICUT**

**PROPOSER'S LEGAL STATUS DISCLOSURE**

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 proposer's regular employees regularly in attendance to carry on the proposer's business in the proposer's own name. An office maintained, occupied and used by a proposer 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 proposer will not be considered a permanent place of business of the proposer.

**IF A SOLELY OWNED BUSINESS:**

Proposer'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 proposer 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:**

Proposer'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 proposer 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:**

Proposer'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)

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

Does the proposer 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:**

Proposer'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 proposer 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."

\_\_\_\_\_

\*\*\*\*\*

---

Proposer's Full Legal Name

---

(print)  
Name and Title of Proposer's Authorized  
Representative

---

(signature)  
Proposer's Representative, Duly Authorized

---

Date

**TOWN OF LEDYARD, CONNECTICUT**

**PROPOSAL #LPS-0048**  
***ENGINEERING DESIGN SERVICES FOR THE***  
***LEDYARD HIGH SCHOOL TRACK AND FIELD PROJECT***

**HOLD HARMLESS AGREEMENT**

Contractor/organization agrees that it will indemnify and hold harmless the Ledyard Board of Education its respective officers, agents and employees from any loss, costs, damages, expenses, judgments and liability whatsoever kind or nature howsoever the same may be caused resulting directly or indirectly by any act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable resulting in bodily injury including sickness and death, personal injury or damage to property directly or indirectly, including the loss of use resulting there from as permitted by law unless and to the extent caused by the Ledyard Board of Education's willful acts.

I/we understand the conditions set forth within this instrument and agree to provide the required certification and will hold the Ledyard Board of Education harmless as outlined in the above statement.

**CONTRACTOR/ORGANIZATION NAME**

---

**AUTHORIZED SIGNATURE**

---

**PRINTED NAME**

---

**AUTHORIZED SIGNATURE**

---

**PRINTED NAME**

---

**DATE**

---

**TOWN OF LEDYARD, CONNECTICUT**

**PROPOSAL #LPS-0048**  
**ENGINEERING DESIGN SERVICES FOR THE**  
**LEDYARD HIGH SCHOOL TRACK AND FIELD PROJECT**

**PROPOSER'S CERTIFICATION**  
**Concerning Equal Employment Opportunities**  
**And Affirmative Action Policy**

I/we, the proposer, certify that:

- 1) I/we are in compliance with the equal opportunity clause as set forth in Connecticut state law (Executive Order No. Three, <http://www.cslib.org/exeorder3.htm>).
- 2) I/we do not maintain segregated facilities.
- 3) I/we have filed all required employer's information reports.
- 4) I/we have developed and maintain written affirmative action programs.
- 5) I/we list job openings with federal and state employment services.
- 6) I/we attempt to employ and advance in employment qualified handicapped individuals.
- 7) I/we are in compliance with the Americans with Disabilities Act.
- 8) I/we (check one):  
\_\_\_\_\_ have an Affirmative Action Program, or  
\_\_\_\_\_ employ 10 people or fewer.

\_\_\_\_\_  
Legal Name of Proposer

\_\_\_\_\_  
(Signature)  
Proposer's Representative, Duly Authorized

\_\_\_\_\_  
Name of Proposer's Authorized  
Representative

\_\_\_\_\_  
Title of Proposer's Authorized Representative

\_\_\_\_\_  
Date

**TOWN OF LEDYARD, CONNECTICUT**

**PROPOSER'S NON COLLUSION AFFIDAVIT**

**PROPOSAL FOR:**

**PROPOSAL NUMBER:**

The undersigned proposer, having fully informed himself/herself/itself regarding the accuracy of the statements made herein, certifies that:

- (1) the proposal is genuine; it is not a collusive or sham proposal;
- (2) the proposer developed the proposal independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent competition;
- (3) the proposer, its employees and agents have not communicated the contents of the proposal to any person not an employee or agent of the proposer and will not communicate the proposal to any such person prior to the official opening of the proposal; and
- (4) no elected or appointed official or other officer or employee of the Town of Ledyard is directly or indirectly interested in the proposer's proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

The undersigned proposer further certifies that this affidavit is executed for the purpose of inducing the Town of Ledyard to consider its proposal and make an award in accordance therewith.

\_\_\_\_\_  
Legal Name of Proposer

\_\_\_\_\_  
(Signature)  
Proposer's Representative, Duly Authorized

\_\_\_\_\_  
Name of Proposer's Authorized  
Representative

\_\_\_\_\_  
Title of Proposer's Authorized Representative

\_\_\_\_\_  
Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**TOWN OF LEDYARD, CONNECTICUT**

**PROPOSAL #LPS-0048**  
***ENGINEERING DESIGN SERVICES FOR THE  
LEDYARD HIGH SCHOOL TRACK AND FIELD PROJECT***

**PROPOSER'S STATEMENT OF REFERENCES**

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  
\_\_\_\_\_

4. BUSINESS NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE \_\_\_\_\_  
TELEPHONE \_\_\_\_\_  
INDIVIDUAL CONTACT NAME AND POSITION  
\_\_\_\_\_

5. BUSINESS NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE \_\_\_\_\_  
TELEPHONE \_\_\_\_\_  
INDIVIDUAL CONTACT NAME AND POSITION  
\_\_\_\_\_

**END OF STATEMENT OF REFERENCES**