



**REQUEST FOR PROPOSALS**  
**CONCEPTUAL DESIGN AND PROGRAMMING:**  
**WINDERMERE ELEMENTARY SCHOOL**  
**#2020-01**

Proposals Due: Wednesday, September 25, 2019

1:00 PM

Ellington Public Schools  
47 Main Street • PO Box 179  
Ellington, CT 06029  
(860) 896-2300

## Table of Contents

1. Introduction	1
1.1. Project Description	1
2. Scope of Work	1
2.1. General Requirements	1
2.2. Deliverables	1
3. Proposal Instructions	1
3.1. Timeline	1
3.2. Questions and Communications	1
3.3. Format	1
3.4. Submission	2
3.5. Public Opening of Bids	2
3.6. Price Guarantee	2
3.7. Bidder Pricing & Proposals	2
3.8. Rights of the Ellington Public Schools	2
4. Terms & Conditions	3
4.1. Term	3
4.2. Payments	3
4.3. Insurance Requirements	3
4.4. Indemnification and Hold Harmless	4
4.5. Termination	4
4.6. Non -Discrimination	4
4.7. Conflicts	5
4.8. Pre-Conditions	5
4.9. Insurance	5
4.10. Knowledge of Laws	5
4.11. Discrepancies	5
4.12. Governing Law	5
4.12.1. Dispute Resolution.	5
4.13. Non-Assignability	6
Exhibit A. Non-Collusion Affidavit	A
Exhibit B. Fee Proposal	B

# 1. Introduction

## 1.1. Project Description

The Town of Ellington is a vibrant and growing community located in the suburbs of Hartford, CT. The Ellington Public Schools are dynamic district that provides a high quality education to approximately 2,700 students. The district has five schools: three (3) elementary schools (PK-6), one (1) middle school (7-8), and (1) high school (9-12).

The Ellington Public Schools ("EPS"), recently performed a facilities study and master planning process, which led the Board of Education to seek a project to either significantly renovate or replace Windermere Elementary School. EPS seeks to submit an application for a construction project to the state by July 1, 2020.

Windermere Elementary School is a roughly 80,000 square foot school servicing just under 700 students in grade PK-6. The original facility was constructed in 1966.

# 2. Scope of Work

## 2.1. General Requirements

The selected Bidder shall be expected to help lead the Board of Education through the development of a conceptual design and programming in anticipation of grant submission to the State Office of School Construction Grants & Review. Further, the selected Bidder shall assist the Board of Education in providing information to Town stakeholders in the lead up to a referendum in the spring of 2020.

## 2.2. Deliverables

The selected bidder shall provide the following work products at the "Deliverable":

- A. The completion of the following items in preparation of submission of a grant application:
  - Programming documentation
  - Development of Educational Specifications
  - Phase 1 Environmental Assessment
  - Analysis of cost/benefit of different approaches to meeting the programming needs (New Construction, Renovate as New, Extension/Alteration), including top-line and bottom line costs, per state statute and regulation.
  - Development of a Conceptual Plan for presentations, including site layouts and 3D rendering
  - A professional cost estimate
  
- B. Presentations of materials as needed to the Board of Education, Board of Selectmen and Board of Finance, Planning and Zoning, and the general public.

## 2.3. Schedule

We anticipate the primary deliverable (A.) to be completed and presented to the Board of Education by December 2019, with grant submitted by July 1, 2020. Extension beyond this date shall not be grounds for additional compensation, unless the scope of work is modified.

## 3. Proposal Instructions

### 3.1. Timeline

<b>Pre-Bid Conference (not mandatory):</b>	Thursday, September 12, 2019 10:00am Video Conference: <a href="https://meet.google.com/nab-shar-ciw">meet.google.com/nab-shar-ciw</a> Phone Number: <a href="tel:+19287939078">+1 928-793-9078</a> PIN: 720 400 260#
<b>Questions Due from Bidders:</b>	Tuesday, September 17, 2019
<b>Response to Questions:</b>	Wednesday, September 18, 2019
<b>Proposals Due:</b>	Wednesday, September 25, 2019
<b>Finalist Presentations:</b>	Week of September 30, 2019

### 3.2. Questions and Communications

Bidders are hereby notified not to contact any member of the EPS staff and its elected officials, except as provided herein regarding this proposal until such time as a contract has been awarded. All questions about the proposals should be directed to Mr. Brian Greenleaf, Director of Finance and Operations, by email at [bgreenleaf@ellingtonschools.net](mailto:bgreenleaf@ellingtonschools.net) by Tuesday, September 17, 2019. Answers to all received questions will be posted on the EPS website.

### 3.3. Format

The submitted proposals must follow the rules and format established within this Request for Proposal (RFP). Failure to comply with all provisions of this RFP may result in the proposal being disqualified. All proposals must be securely bound. Proposals are limited to 10 pages in total, not including the Cover Page and Table of Contents.

Response Sections:

- **Cover Page**  
Include RFP #, Proposal Title, Firm Name, Date of Submission.
- **Table of Contents**
- **Cover Letter**
- **Approach to scope of work and timeline**  
For the scope listed in Section 2. please provide a narrative of the approach to the work. Please also submit detailed timeline of tasks and work.
- **Project Team & Resumes**  
Provide an organizational chart for the project team and a resume for each individual listed on the team.
- **References**  
Provide three (3) current or former client references with whom your company has completed projects of this scope.
- **Non-Collusion Affidavit (Exhibit A.)**
- **Fee Proposal (Exhibit B.)**

### 3.4. Submission

Adherence to these rules will ensure a fair and objective analysis of all proposals. Each proposal must be submitted in a sealed envelope bearing the bid number “#2020-01” and titled “**Conceptual Design and Programming: Windermere Elementary School**”. Five (5) printed copies of the proposal and one (1) electronic copy on a USB drive or CD Rom must be provided. Each Bidder shall be responsible for all costs incurred in order to prepare and submit their response to this RFP. All submitted materials become the property of EPS.

### 3.5. Public Opening of Bids

EPS will hold a public bid opening for all proposals submitted. All bids will be opened and recorded by the EPS Business Office beginning at 1:00 PM on Wednesday, September 25, 2019 in the Conference room at the Central Office located at 47 Main Street, Ellington, CT.

### 3.6. Price Guarantee

All Bidder proposals are required to be offered for a term not less than 180 calendar days in duration. A proposal may not be modified, withdrawn, or cancelled by the Bidder during the 180 day time period following the time and date designated for the receipt of proposals.

### 3.7. Bidder Pricing & Proposals

Pricing submitted with this RFP must encompass all design, implementation, support, licenses and hardware/software acquisitions necessary for development and implementation of this project. If your price excludes certain fees or charges, either recurring or nonrecurring, you must provide a detailed list of excluded fees with a complete explanation of the nature of those fees.

In the event that information or pricing submitted by the Bidders is unclear, EPS may request further explanation and/or pricing breakdowns from the Bidders for the purpose of evaluation and decisions. The Bidders shall answer requests for additional information or clarification in writing, and these responses will become part of the Bidders proposal. Bidders failing to provide adequate information on any issue in a timely manner to allow a comprehensive evaluation by EPS shall be considered unresponsive, and their proposal may be subject to rejection.

Warranty: Bidders shall include with their Fee Proposal (Exhibit B) a detailed overview of all applicable warranties, including exclusions. Bidders must detail the responsibilities VPS will assume and describe any Bidder services provided during the warranty period. Complete warranties applying to any system purchased must be clearly specified. The location or agent responsible for servicing this account must be clearly stated. The Bidder's policy on software upgrades, enhancements, and on-going software support must also be addressed. Warranty and maintenance terms and costs will be taken into consideration during the evaluation of proposals.

### 3.8. Rights Reserved

EPS reserves the right to reject any and all proposals and to waive any informality in the process. It shall be understood that the award made by EPS shall be final and conclusive and without recourse or appeal by the remaining consultants/ firms.

## 4. Terms & Conditions

### 4.1. Term

The chosen Bidder (henceforth, "Contractor") shall commence upon written notice to proceed from the Ellington Public Schools. The term shall end upon the completion of the final Deliverable.

### 4.2. Payments

Two Payment. Two payments equal to half the Fee Proposal (Exhibit B) shall be invoiced within fifteen (15) days after the commencement of work and within fifteen (15) days following completion of the Deliverable. Payment of the contract sum shall not be deemed a waiver or release of the Contractor's responsibility to correct nonconforming work or to satisfy any other requirements which may survive final payment including warranties as set forth in the bid documents.

### 4.3. Insurance Requirements

Based upon the outcome of this process, the Contractor shall procure and maintain insurance against claims for injuries or losses to persons or property that are alleged to have arisen in connection with activities of the Contractor and any agents, representatives, subcontractors or employees. Insurance companies must be licensed by the State of Connecticut or otherwise acceptable to EPS. The cost of such insurance, including required endorsements or amendments, shall be the sole responsibility of the Bidder. Full disclosure of any nonstandard exclusion is required for all required coverage.

It is further agreed that the Contractor shall provide EPS with a thirty (30) day notice of cancellation.

#### **Commercial General Liability (Ellington Public Schools added as additional insured):**

Each Occurrence:	\$1,000,000
Personal/Advertising Injury Per Occurrence:	\$1,000,000
General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate:	\$2,000,000
Fire Damage Legal Liability	\$ 100,000

#### **Automobile Liability (Ellington Public Schools added as additional insured):**

Each Accident:	\$1,000,000
Hired/Non-owned Auto Liability:	\$1,000,000

#### **Workers' Compensation/Employers Liability**

Workers' Compensation	Statutory Requirement set forth by State of CT
Employers Liability	
Each Accident	\$100,000
Disease-Policy Limit	\$500,000

Disease-Each employee \$100,000

**Umbrella/Excess Liability (following form of general liability, auto liability and employer liability):**

Each Occurrence: \$1,000,000

General Aggregate: \$2,000,000

Product/Completed Operations Aggregate: \$2,000,000

**Professional Liability**

Each Claim: \$1,000,000

Annual Aggregate \$1,000,000

#### 4.4. Indemnification and Hold Harmless

The Contractor shall fully indemnify, defend and hold harmless EPS and the Town and all of its respective officers, elected officials, employees, agents, servants and volunteers to the fullest extent allowed by law for any claim for personal injury, bodily injury, death, property damage, emotional injury or any other injury, loss or damage of any kind, including loss of person identifiable information, occurring during the term of the agreement and alleged to have been caused in whole or in part by Bidders, and even if caused by the negligence of EPS, the Town or any of their officers, elected officials, employees, agents, servants and volunteers. Bidders shall require of subcontractors, by appropriate written agreements, the same requirements in favor of EPS.

#### 4.5. Termination

If, at any time during the term of the contract award, the Contractor, in the sole discretion of EPS: (a) has failed to provide the level of services required under the contract; (b) has failed to fulfill services required in accordance with agreed schedules; (c) has become insolvent; (d) makes an assignment for the benefit of creditors; (e) files a voluntary petition in bankruptcy; (f) is subject to an involuntary petition in bankruptcy not discharged within thirty (30) days; (g) abandons the work; (h) subcontracts, assigns, transfers, conveys or otherwise disposes of its obligations under the contract other than as provided herein; or (i) fails to comply with any other term or condition contained in the contract award, EPS shall have the right to terminate the contract upon written notice to the contractor. The above remedies are in addition to any other remedies EPS may have. In the event of contract termination by EPS, EPS's payment obligation shall cease.

#### 4.6. Non-Discrimination

Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated, when employed, without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression,

mental retardation, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved. The Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer".

#### **4.7. Conflicts**

In the event that any provision of any other document is as inconsistent with the terms of this Agreement as to be mutually exclusive, then the terms of this RFP shall control.

#### **4.8. Pre-Conditions**

The Contractor acknowledges that it has examined, to its satisfaction, all conditions relating to the work to be performed and all Specifications for the Project and has not relied upon any oral representation of any member of the Town Planning Department, Town official or employee concerning job requirements.

#### **4.9. Insurance**

The Contractor will provide a Certificate of Insurance naming the Town of Ellington as an additional insured on Contractor's insurance in the forms of insurance and amounts set forth on the attached schedule of insurance coverages by insurance companies licensed to do business in Connecticut.

#### **4.10. Knowledge of Laws**

The Contractor acknowledges that it is familiar with all federal and state laws and all local By-laws, Ordinances and Regulations which in any manner affect those engaged or employed on the Work, or the material and information used in the Work, or in any way affect the conduct or the Work, and no claim of misunderstanding or lack of knowledge of the same will be considered a basis for terminating the Work or amending this Agreement.

#### **4.11. Discrepancies**

If, at any time, the Contractor shall determine that there are discrepancies, omissions, ambiguities or conflicts in or among the this RFP and any other subsequent document, or that any provision conflicts with any law, regulation or code, the Contractor shall immediately notify the Owner. If the Owner determines that clarification is necessary, such clarification shall be made in writing as an addendum to this Agreement and shall be signed by the parties. No verbal instructions or interpretations shall be deemed valid.

#### **4.12. Governing Law**

This Agreement and any other contract document shall be governed by and interpreted under the laws of the State of Connecticut. If any provision of this Agreement or any other contract document is found to be invalid or unenforceable by any court, the same shall not affect the remainder of the Agreement or other contract document, which shall remain in effect as if the invalid or unenforceable provision had not been included therein.

##### **4.12.1. Dispute Resolution**

The parties agree that if any dispute under this contract is to be resolved by suit, it shall be resolved by arbitration under the rules of the American Arbitration Association with any



hearing to be held Tolland County, CT, unless otherwise mutually agreed. The decision of the arbiter shall be binding on the parties and may be submitted to the Superior Court for the Judicial District of Tolland at Rockville for confirmation as a judgment pursuant to Chapter 909, CGS Sec. 52-408 to 52-423, which court shall have exclusive jurisdiction or venue in these matters. Each party shall pay all of its own costs of arbitration but the cost of AAA and/or the arbiters shall be borne equally by the parties.

#### **4.13. Non-Assignability**

No assignment of the rights, obligations or interests by a party to this Agreement will be binding on the other party without its prior written consent and no such assignment shall release or discharge the assignor from any duty, obligation or responsibility under this Agreement or under any other document.

## Exhibit A. Non-Collusion Affidavit

To the Ellington Board of Education:

**RE: Conceptual Design and Programming: Windermere Elementary School**

DATED: \_\_\_\_\_, 2019.

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

- (a) The bid is genuine; it is not a collusive or sham bid;
- (b) The bidder developed the bid 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;
- (c) The bidder, its employee and agents have not communicated the contents of the bid to any person not an employee or agent of the bidder, and will not communicate the bid to any such person prior to the official opening of the bid; and
- (d) No elected or appointed official or other officer or employee of the Town of Ellington is directly or indirectly interested in the bidder's bid, 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 Ellington to consider its bid and make an award in accordance therewith.

DATED: \_\_\_\_\_, 2019.

**BIDDER:**

By \_\_\_\_\_

SUBSCRIBED and sworn to  
before me this \_\_\_\_ day  
of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

## Exhibit B. Fee Proposal

**Total cost for Services Identified in RFP:**

\$ \_\_\_\_\_

**Warranties and Exclusions:**