

LEGAL NOTICE

REGIONAL SCHOOL DISTRICT #17
HIGGANUM, CONNECTICUT
REQUEST FOR PROPOSALS

***RSD17-19-02 – Haddam- Killingworth High School Field House Floor
Removal/Abatement/Replacement Architect
November 22, 2019***

Regional School District #17 (District) will receive sealed bids for *an* Architect for the removal, abatement, and replacement of the Haddam-Killingworth High School field house floor until 2 PM on *December 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 Karen Vecchitto, Regional School District #17, 57 Little City Road, Higganum, CT 06441 during the hours of 8:00 am – 3:00 pm Monday through Friday or on the district's website (<http://www.rsd17.org/district7.shtml>) and the Department of Administrative Services procurement website.

Regional School District #17 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 District's judgment, will be in the District's best interests.

**Regional School District #17
Higganum, Connecticut
REQUEST FOR PROPOSALS FOR
Haddam - Killingworth High School Field House Floor
Removal/Abatement/Replacement Architect**

Proposal Number: RSD17-19-02
Proposal Opening Date: December 5, 2019
Proposal Opening Time: 2:00 PM
Proposal Opening Place: Region 17 Schools, 57 Little City Road, Higganum, CT 06441,
CENTRAL OFFICE CONFERENCE ROOM

Regional School District #17 is seeking proposals for a Haddam- Killingworth High School Field House Floor Removal/Abatement/Replacement Architect.

One (1) original and one (1) digital copy of sealed proposals must be received at Regional School District #17, 57 Little City Road, Higganum, CT 06441 by the date and time noted above. Regional School District #17 will not accept submissions by e-mail or fax. The District will reject proposals received after the date and time noted above.

The documents comprising this Request for Proposals may be obtained from Karen Vecchitto, Regional School District #17, 57 Little City Road, Higganum, CT 06441 during the hours of 8:00 AM – 3:00 PM Monday through Friday or on the District’s website, (<http://www.rsd17.org/district7.shtml>) and the Department of Administrative Services procurement website. **Each proposer is responsible for checking the District’s website to determine if the District has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by addenda.**

Proposals must be held firm and cannot be withdrawn for sixty (60) calendar days after the opening date.

The District 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 District’s judgment, will be in the District’s best interests.

This Request for Proposals (“RFP”) includes:

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

**Regional School District #17
Higganum, Connecticut**

STANDARD INSTRUCTIONS TO PROPOSERS

INTRODUCTION

Regional School District #17 (District) is soliciting proposals for ***a Haddam- Killingworth High School Field House Floor Removal/Abatement/Replacement Architect***. This RFP is not a contract offer, and no contract will exist unless and until a written contract is signed by the District and the successful proposer.

Interested parties should submit a proposal in accordance with the requirements and directions contained in this RFP. A firm must have demonstrated experience in providing such service and adhere to standards and requirements typical for such service. **Proposers are prohibited from contacting any District 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.

RIGHT TO AMEND OR TERMINATE THE RFP OR CONTRACT

The District may, before or after proposal opening and in its sole discretion, clarify, modify, amend or terminate this RFP if the District determines it is in the District's best interest. Any such action shall be affected by a posting on the District's website, <http://www.rsd17.org/district7.shtm> and the Department of Administrative Services procurement website. **Each proposer is responsible for checking the District's website to determine if the District has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by addenda.**

If this RFP provides for a multi-year agreement, the District also reserves the right to terminate the Contract at the end of the last fiscal year for which funds have been appropriated, and the District shall have no obligation or liability to the successful proposer for any unfunded year or years.

KEY DATES

Pre-Proposal Conference or Site Visit: **Monday, December 2, 2019 at 3 PM**

Questions Due By: December 3, 2019 10:00 am

Responses Posted to Website By: December 3, 2019 2:00 pm

Proposal Opening:	December 5, 2019 2:00 pm
Preliminary Notice of Award:	December 12, 2019 10:00 am
Contract Execution:	December 16 , 2019 10:00 am

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

OBTAINING THE RFP

All documents that are a part of this RFP may be obtained from from Karen Vecchitto, Regional School District #17, 57 Little City Road, Higganum, CT 06441 during the hours of 8:00 AM – 3:00 PM Monday through Friday or on the District’s website, (<http://www.rsd17.org/district7.shtml>) and the Department of Administrative Services procurement website and then click on the corresponding RSD17 bid number.

PROPOSAL SUBMISSION INSTRUCTIONS

Proposals must be received at Regional School District #17, 57 Little City Road, Higganum, CT 06441, Central Office conference room 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 District will not accept submissions by e-mail or fax. Proposers are solely responsible for ensuring timely delivery. The District will **NOT** accept late proposals.

One (1) original and one (1) digital 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, "**BID SUBMISSION**", "***Haddam- Killingworth High School Field House Floor Removal/Abatement/Replacement Architect***", "**RSD17-19-02**" and "**OPENING December 5, 2019**" The District may decline to accept proposals submitted in unmarked envelopes that the District opens in its normal course of business. The District 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 District 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 District 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.

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: Karen Vecchitto
Department: Central Office
E-mail: kvecchitto@rsd17.org
Fax: 860 345-2817

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

Name: Karen Vecchitto
Department: Central Office
E-mail: kvecchitto@rsd17.org
Fax: 860 345-2817

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

The appropriate District representative listed above must receive any questions from proposers no later than five (5) business days before the proposal opening date. That representative will confirm receipt of a proposer's questions by e-mail. The District 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 District will post any addenda on the District's website, <http://www.rsd17.org/district7.shtml> . **Each proposer is responsible for checking the website to determine if the District 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 District, including oral statements by District 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.

ADDITIONAL INFORMATION

The District 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 District in its sole discretion deems desirable.

COSTS FOR PREPARING PROPOSAL

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

OWNERSHIP OF PROPOSALS

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

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 District as described in this section, the District shall, to the extent permitted by law, protect from unauthorized disclosure such Confidential Information.

If the District 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 District 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.

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 District's discretion.

QUALIFICATIONS AND REFERENCES

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

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 District 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.

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 District. 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 District'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 can perform the work to achieve the District'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.

SUBSTITUTION FOR NAME BRANDS

"THIS ITEM IS NOT APPLICABLE TO THIS RFP"

TAX EXEMPTIONS

The District is exempt from the payment of Federal excise taxes and Connecticut sales and use taxes. Federal Tax Exempt # 06-0885440.

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 District reserves the right to request from the successful proposer a complete, certified copy of any required insurance policy.

PERFORMANCE SECURITY

“THIS ITEM IS NOT APPLICABLE TO THIS RFP”

DELIVERY ARRANGEMENTS

“THIS ITEM IS NOT APPLICABLE TO THIS RFP”

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 District 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 District reserves the right to accept all or any part of a proposal, reject all proposals, and waive any informalities or non-material deficiencies in a proposal. The District 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 District will accept the proposal that, all things considered, the District 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 District’s interests, including compliance with the procedural requirements stated in this RFP.

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

The District will select the proposal that it deems to be in the District’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 District any obligations. The District is free to withdraw a preliminary award at any time and for any reason. A proposer has rights, and the District has**

obligations, only if and when a Contract is executed by the District 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 District, the District may call any proposal security provided by the proposer and may enter discussions with another proposer.

“The District will post the Preliminary Notice of Award and related information on its website, <http://www.rsd17.org/district7.shtml>.”

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

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.

NONRESIDENT REAL PROPERTY CONTRACTORS

“THIS ITEM IS NOT APPLICABLE TO THIS RFP”

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 District, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the “District 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 District 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 District 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.

NON-COLLUSION AFFIDAVIT

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

CONTRACT TERMS

The following provisions will be mandatory terms of the District'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):

DEFENSE, HOLD HARMLESS AND INDEMNIFICATION

The successful proposer agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the District, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "District 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 District 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 District Indemnified Parties.

In any and all claims against the District 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 District 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 District will NOT defend, indemnify, or hold harmless the successful proposer.

a. ADVERTISING

The successful proposer shall not name the District in its advertising, news releases, or promotional efforts without the District's prior written approval.

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

b. W-9 FORM

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

c. PAYMENTS

Proposers are encouraged to offer discounts for early payment. All other payments are to be made 30 days after the appropriate District 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 District 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."

d. DISTRICT INSPECTION OF WORK

The District may inspect the successful proposer's work at all reasonable times. This right of inspection is solely for the District's benefit and does not transfer to the District the responsibility for discovering patent or latent defects. The successful proposer has the sole and exclusive responsibility for performing in accordance with the Contract.

e. REJECTED WORK OR MATERIALS

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

f. 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 District, state and federal audits are completed, whichever is later. Such records shall be available for examination and audit by District, state and federal representatives during that time.

g. SUBCONTRACTING

The successful proposer shall not subcontract, transfer or assign all or any portion of its obligations under the Contract without prior written consent of the district.

h. PREVAILING WAGES

"THIS ITEM IS NOT APPLICABLE TO THIS RFP"

i. PREFERENCES

"THIS ITEM IS NOT APPLICABLE TO THIS RFP"

j. WORKERS COMPENSATION

"THIS ITEM IS NOT APPLICABLE TO THIS RFP"

k. SAFETY

"THIS ITEM IS NOT APPLICABLE TO THIS RFP"

l. 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 District related to its proposal and the performance of the work described in the Contract.

m. 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 District and/or any state or federal authority. The successful proposer shall immediately and in writing notify the District of the loss or suspension of any such approval, permit or license.

n. 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 District has the right to terminate the Contract effective immediately. In that event, the District 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.

o. AMENDMENTS

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

p. 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.

q. 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.

r. 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.

s. NON-EMPLOYMENT RELATIONSHIP

The District 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

**Regional School District #17
Higganum, Connecticut**

**SPECIFICATIONS FOR
*RSD17-19-02 –Haddam - Killingworth High School Field House Floor
Removal/Abatement/Replacement Architect***

STATE GRANT/LOAN AGREEMENT

In coordination with the Architect chosen from this RFP and their determination as to aspects needing completion to successfully remove, abate, and replace the Haddam-Killingworth Field House floor, Regional School District #17 will be submitting for a state reimbursement grant from the CT Department of Administrative Services.

Description of Services

The plan for Haddam-Killingworth High School calls for an Architect to design and coordinate the removal of the existing 17,000 square foot field house/gymnasium floor at the school, abatement of all hazardous materials, and replacement with a suitable, field house/gymnasium floor. All work will be performed cost effectively and in compliance with applicable laws and regulations of the US Department of Labor, Occupational Safety and Health Administration (OSHA), U.S. Environmental Protection Agency (USEPA), and the State of Connecticut Department of Public Health (CTDPH) and the Department of Energy and Environmental Protection (DEEP).

In coordination with the Architect chosen from this RFP, Region 17 proposes the following components of its field house/gymnasium floor replacement project:

1. Remove the existing flooring in accordance with the Floor Removal Work Plan created by an LEP.
2. A licensed environmental professional (LEP) will monitor the removal of the flooring and document field conditions.
3. Contractor to dispose of hazardous materials (if required) in appropriate manner.
4. Following abatement, determine if remaining concrete subfloor is suitable for repair or replacement.
5. Contractor to replace field house/gymnasium flooring.

END OF SPECIFICATIONS

**Regional School District #17
Higganum, Connecticut**

***RSD17-19-02 –Haddam - Killingworth High School Field House Floor
Removal/Abatement/Replacement Architect***

The successful Bidder shall be required to furnish to Regional School District #17 a certificate of insurance within thirty (30) days of notification of award. Any changes in insurance coverage will require thirty (30) days' notice to Regional School District #17. Insurance coverage must include Regional School District #17 as an additional insured. The required insurance coverage is:

**Limits of Liability shall combine bodily injury and property damage:
\$1,000,000; each occurrence. \$2,000,000; aggregate.**

**Automobile Liability including owned vehicles, hired vehicles, and
non-owned vehicles.**

**Limits of liability shall combine bodily injury and property damage:
\$1,000,000; each occurrence. \$2,000,000 aggregate.**

Excess Liability-Umbrella Form.

**Limits of Liability shall combine bodily injury and property damage:
\$1,000,000; each occurrence. \$2,000,000; aggregate.**

Worker's Compensation Insurance.

**Limit of Liability shall be the statutory limit of:
\$1,000,000 each accident.**

END OF INSURANCE REQUIREMENTS

**Regional School District #17
Higganum, Connecticut**

***RSD17-19-02 –Haddam - Killingworth High School Field House Floor
Removal/Abatement/Replacement Architect***

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.

REQUIRED DISCLOSURES

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.

PROPOSAL (BID) SECURITY

I/we have included herein the required certified check or proposal (bid) bond in the amount of 10% of the proposal amount.

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

**Regional School District #17
Higganum, 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

**Regional School District #17
Higganum, Connecticut**

***RSD17-19-02 –Haddam - Killingworth High School Field House Floor
Removal/Abatement/Replacement Architect***

HOLD HARMLESS AGREEMENT

Contractor/organization agrees that it will indemnify and hold harmless Regional School District #17, 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 Regional School District #17's willful acts.

I/we understand the conditions set forth within this instrument and agree to provide the required certification and will hold Regional School District #17 harmless as outlined in the above statement.

CONTRACTOR/ORGANIZATION NAME

AUTHORIZED SIGNATURE

PRINTED NAME

AUTHORIZED SIGNATURE

PRINTED NAME

DATE

END OF LEGAL STATUS DISCLOSURE FORM

**Regional School District #17
Higganum, Connecticut**

***RSD17-19-02 –Haddam - Killingworth High School Field House Floor
Removal/Abatement/Replacement Architect***

**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 (ADA).
- 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

**Regional School District #17
Higganum, Connecticut**

PROPOSER'S NON-COLLUSION AFFIDAVIT

PROPOSAL FOR: *RSD17-19-02 –Haddam - Killingworth High School Field House Floor Removal/Abatement/Replacement Architect*

PROPOSAL NUMBER: *RSD17-19-02*

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 Regional; School District #17 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 Regional School District #17 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:

**Regional School District #17
Higganum, Connecticut**

***RSD17-19-02 –Haddam - Killingworth High School Field House Floor
Removal/Abatement/Replacement Architect***

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

END OF STATEMENT OF REFERENCES

**CONTRACT FOR: Haddam - Killingworth High School Field House Floor
Removal/Abatement/Replacement Architect**

This Contract is made as of the ____ day of _____, 20__ (the "Effective Date"), by and between Regional School District #17, _____, Higganum, Connecticut, a municipal corporation organized and existing under the laws of the State of Connecticut (the "District"), and _____ (the "Contracting Party").

RECITALS:

WHEREAS, the District has issued a Request for Proposals for **Haddam - Killingworth High School Field House Floor Removal/Abatement/Replacement Architect** (the "RFP"), a copy of which, along with any addenda, is attached as Exhibit A;

WHEREAS, the Contracting Party submitted a proposal to the District dated _____ (the "Proposal"), a copy of which is attached as Exhibit B;

WHEREAS, the District has selected the Contracting Party to perform the Work (as defined in Section 1 below);

WHEREAS, the District and the Contracting Party desire to enter into a formal contract for the performance of the Work.

NOW THEREFORE, in consideration of the recitals set forth above and the parties' mutual promises and obligations contained below, the parties agree as follows:

1. Work: The Contracting Party agrees to perform the Work described more fully in the attached Exhibits A and B. The Contracting Party also agrees to comply with all of the terms and conditions set forth herein and, in the RFP, including but not only **all of the terms set forth in Section 26 (the "Contract Terms") of the Standard Instructions to Bidders**.

2. The Contracting Party also agrees to comply with all of the terms and conditions set forth herein and in the RFP, including but not only **all of the terms set forth in Section 26 (the "Contract Terms") of the Standard Instructions to Bidders**.

3. Term: **December, 2019 – Completion**

4. Contract Includes Exhibits; Order of Construction: The Contract includes the RFP (Exhibit A) and the Proposal (Exhibit B), which are made a part hereof. In the event of a conflict or inconsistency between or among this document, the RFP, and the Proposal, this document shall have the highest priority, the RFP the second priority, and the Proposal the third priority.

5. Price and Payment: TBD

Right to Terminate: If the Contracting Party fails to comply with any of the terms, provisions or conditions of the Contract, including the exhibits, the District shall have the right, in addition to all other available remedies, to declare the Contract in default and, therefore, to terminate it and to resubmit the subject matter of the Contract to further public procurement. In that event, the Contracting Party shall pay the District, as liquidated damages, the amount of any excess of the price of the new contract over the Contract price provided for herein, plus any legal or other costs or expenses incurred by the District in terminating this Contract and securing a new contracting party.

6. No Waiver or Estoppel: Either party's failure to insist upon the strict performance by the other of any of the terms, provisions and conditions of the Contract shall not be a waiver or create an estoppel. Notwithstanding any such failure, each party shall have the right thereafter to insist upon the other party's strict performance, and neither party shall be relieved of such obligation because of the other party's failure to comply with or otherwise to enforce or to seek to enforce any of the terms, provisions and conditions hereof.

7. Notice: Any notices provided for hereunder shall be given to the parties in writing (which may be hardcopy, facsimile, or e-mail) and shall be effective upon receipt at their respective addresses set forth below:

If to the District:

Name: Karen Vecchitto
Department: Central Office
E-mail: kvecchitto@rsd17.org
Fax: 860 345-2817
Phone: 860-345-4534

8. Execution: This Contract may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile) to each of the parties.

IN WITNESS THEREOF, the parties have executed this contract as of the last date signed below.

Regional School District #17

By _____

John Mercier

Its Duly Authorized Agent

Date:

CONTRACTING PARTY LEGAL NAME

By _____

Sign

(print)

Its Duly Authorized Agent

Date: