



# Town of Fairfield

Sullivan Independence Hall  
725 Old Post Road

Fairfield, Connecticut 06824  
Purchasing Department

(203) 256-3060  
FAX (203) 256-3080

## RFP #2020-32

A/E Design Services for Combined Emergency Communication Center

TOWN OF FAIRFIELD  
PURCHASING AUTHORITY  
725 OLD POST ROAD  
INDEPENDENCE HALL  
FAIRFIELD, CT 06824.

Date Submitted \_\_\_\_\_ 2019.

SEALED BIDS are subject to the standard instructions set forth on the attached sheets. Any modifications must be specifically accepted by the Town of Fairfield, Purchasing Authority.

Bidder:

\_\_\_\_\_   
Doing Business As (Trade Name)

\_\_\_\_\_   
Address

\_\_\_\_\_   
Town, State, Zip

\_\_\_\_\_   
(Mr/Ms) Name and Title, Printed

\_\_\_\_\_   
Signature

\_\_\_\_\_   
Telephone

\_\_\_\_\_   
Fax

\_\_\_\_\_   
E-mail

  
\_\_\_\_\_  
First Selectman

  
\_\_\_\_\_  
Director of Purchasing

11/22/2019  
\_\_\_\_\_  
Date

Sealed bids will be received by the Purchasing Authority at the office of the Director of Purchasing, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut 06824, up to:

**2:00 pm, Tuesday, 17<sup>th</sup> December, 2019**

To provide labor, materials and all else necessary for the architectural design and engineering services for the development of a new multi-town emergency communications center as detailed in the attached specifications.

### NOTES:

1. Bidders are to complete all requested data in the upper right corner of this page and must return this page and the Proposal page with their bid.
2. No bid shall be accepted from, or contracts awarded to, any person/company who is in arrears to the Town of Fairfield upon debt, or contract or who has been within the prior five (5) years, a defaulter as surety or otherwise upon obligations to the Town of Fairfield.
3. Bid proposals are to be submitted in a sealed envelope and clearly marked "BID #2020-32" on the outside of the envelope, including all outer packaging, such as, DHL, FedEx, UPS, etc.
4. Bid proposals are not to be submitted with plastic binders or covers, nor may the bid proposal contain any plastic inserts or pages.

## **Overview**

The Town of Fairfield (Town) on behalf of the Emergency Communications Center (ECC), is seeking proposals from registered architects to provide design services for the construction of a new multi-town emergency communications center. The project will involve the design of approximately 2,352 square feet of existing space to function as an emergency communications center providing services for both the Town of Fairfield and Town of Westport. The successful respondent shall be responsible for creating and modifying the existing space to accommodate both exclusive and separate uses for the ECC. There will be a need for balance of infrastructure and supporting systems to achieve a cohesive environment for the multi-town facility. The Town intends to begin construction by July 1, 2020.

The proposed ECC will be constructed in an existing space in the West Campus of Sacred Heart University, 3135 Easton Turnpike, Fairfield, CT 06825. The space is currently leased by the Town of Fairfield and the Town of Westport from Sacred Heart University.

Partial plans and building description are provided within the RFP for general understanding of the project.

It should be noted that the location being described in this RFP may be impacted by a proposed construction project that includes renovations to the existing building and an addition of an ice hockey rink on the property. The space in this RFP could potentially be impacted by having one wall (the right wall shown in the diagram under Appendix A) moved several feet and potential utility disruptions.

## **Submission Requirements**

Firms shall submit one original, one electronic, and four (4) written copies of your proposal.

Proposals must be received by **2:00 p.m. on 17<sup>th</sup> December 2019**; send sealed proposals to:

Town of Fairfield  
Purchasing Authority  
725 Old Post Rd  
Fairfield, CT 06824

## **ADDENDA / REQUESTS FOR INFORMATION (RFI)**

Addenda concerning important information and/or modifications to specifications will be posted on the Fairfield Purchasing Department website at **[www.fairfieldct.org/purchasing.htm](http://www.fairfieldct.org/purchasing.htm)**

- It is each Bidder's sole responsibility to monitor the above website for all updated information.
- Addenda will not be mailed, e-mailed or faxed out.
- Written requests for information will not be accepted after **12:00 pm on Tuesday 10<sup>th</sup> December, 2019**.
- Verbal requests for information via phone or other means will not be accepted.
- Failure to comply with these conditions will result in the bidder waiving the right to dispute bid specifications and conditions, no exceptions.

Questions concerning this bid must be submitted in writing and directed only to:  
Corinne Dyer, Senior Buyer  
[cdyer@fairfieldct.org](mailto:cdyer@fairfieldct.org)

Response will be in the form of an addendum that will be posted approximately 12<sup>th</sup> December, 2019 to the Town of Fairfield website, which is [www.fairfieldct.org](http://www.fairfieldct.org). It is the responsibility of each bidder to retrieve addenda from the website. Any contact about this bid between a Bidder and any other Municipal official and/or department manager and/or Municipal employee, other than as set forth above, may be grounds for disqualification of that Bidder. No questions or clarifications shall be answered by phone, in person or in any other manner than specified above.

## **PRESENTATION & SUBMITTALS**

The Town of Fairfield is dedicated to waste reduction and the practice of using and promoting the use of recycled and environmentally preferable products. Bidders are encouraged to submit bids that are printed double-sided (except for the signed proposal page) on recycled paper, and to use paper dividers to organize bids for review. All bid pages should be secured with a binder clip, staple or elastic band, and may not be submitted in plastic binders or covers, nor may the bid contain any plastic inserts or pages.

1. Submit four (4) hard copies and one (1) 'read only' electronic copy (i.e. PDF format) on CD or USB Drive. Please mark one (1) hard copy as "Original". Note proposals are NOT to contain plastic binders, covers, inserts or pages.
2. If the proposal is a joint venture, qualifications of each company comprising of the joint venture should be separately identified, including the company that is to serve as the principal. Complete information on qualifications and experience should be provided for all joint venture partners and/or subcontractors.
3. Candidates may offer several alternatives which should be clearly identified (i.e. "Option 1", "Option 2", etc).
4. The selected company will be required to finalize and sign the contract(s) within 60 days of acceptance of proposal.

## **SCOPE OF SERVICES**

The following scope of services is preliminary and shall not be construed as the complete list of tasks. The scope of services will be finalized with the selected Architect and may include, but not be limited to, the following:

### **GENERAL**

- a. The selected Architect shall participate in the overall project leadership and project coordination. The Architect will confer on at least one weekly basis meeting with the ECC Workgroup Project Manager (WPM)/Town during all project phases and will assist in developing a comprehensive schedule and to expedite communication between all parties;
- b. The Architect, through observations and advice and consultation, will endeavor to protect the Town against defects and deficiencies in the work and delays in the completion of the project;
- c. The Architect shall maintain and distribute project minutes, Contract Administration logs such as Submittals, RFI(s), Proposal Requests, ASI, Change Proposals, Change Orders, etc.
- d. The Architect shall establish Project Protocols and Document and Communications Control Systems to expedite activities and achieve timely project flow, including but not limited to reviews, approvals, changes, start-up, procurement, commissioning and project close-out; and

### **STAGE 1: Pre-Design**

- a. Confer with the WPM and review the project Budget and Schedule and assist with establishing an updated Preliminary Project Schedule for all phases of the project;
- b. Review all existing documentation, previous studies, etc. and become familiar with the project history.
- c. Review established project milestones and coordinate with the ECC Workgroup and stakeholders to move the project forward expeditiously.
- d. Review existing facilities
- e. Review existing and future space needs

### **STAGE 2: Programming and Schematic Design**

- a. This phase shall include up to three (3) schemes for review and selection by the ECC Workgroup.
- b. This phase shall include up to two (2) meetings with the ECC Workgroup.
- c. Provide a schematic cost estimate for each scheme.
- d. Provide detailed cost estimate of preferred schematic design (projected hard costs)
- e. Provide cost estimate for anticipated professional fees, testing and inspections, furniture and equipment, associated project related expenses (projected soft costs.)
- f. Prepare total project budget for Town's turnkey completion of the project as described on schematic design.

### **STAGE 3: Design Development**

- a. Develop the design of the preferred option selected.
- b. Provide an updated cost estimate.
- c. The Design Development submission should include an outline specification.
- d. The WPM will review the submission and issue comments. The Design Team shall respond to the comments.

### **STAGE 4: Construction Documents**

- a. Complete construction documents, including plans and specifications for all disciplines.
- b. Final Cost Estimate.

### **STAGE 5: Bidding Assistance**

- a. Conduct a pre-bid walk thru/ briefing session with potential bidders.
- b. Prepare addenda and respond to bidders' questions or requests for clarification.
- c. Assist with the evaluation and recommendation of a General Bidder.

### **STAGE 6: Construction Administration**

- a. Attend preconstruction meeting with General Contractor.
- b. Review and comment on all product submittals and shop drawings.
- c. Create and maintain submittal, RFI and change order logs.
- d. Cooperate with all Owner paid-for testing, commissioning, reporting, etc.
- e. Assist with LEED documentation, if applicable.
- f. Review requests for additional costs and make recommendations to the Town and WPM
- g. Review all Contractor Applications for Payment and recommend approval.
- h. Attend weekly/regular progress meetings with the Contractor, ECC Workgroup; document and distribute minutes of the meeting; review progress of construction; notify contractor of any non-compliant and unacceptable installations; assist with the resolution of conflicts, unforeseen conditions, etc.
- i. Prepare regular Field Reports/ Observations for the Building Department.
- j. Coordinate and perform Punch List walk-thrus and issue Punch Lists.
- k. Prepare and issue Certificate of Substantial Completion and assist with obtaining Certificate of Occupancy.

### **STAGE 7: Close-Out/ Warranty Phase**

- a. Review all close out materials prepared by the contractors including, but not limited to, warranties, as-builts and O&M manuals.
- b. Review final releases of lien, releases of surety, requests for reduction in retainage and/ or requests for final payment.
- c. Assist with troubleshooting and resolution of any warranty items and/ or call-backs.
- d. Issue required Final Affidavits.

## **FORMAT OF PROPOSAL**

In order to be considered for this proposal, submittals must include the following:

### **SUBMISSIONS**

This section of the RFP establishes certain standards of experience and financial capabilities that the Town for a Respondent to be deemed qualified. Proposals that do not meet the prescribed standards will be considered by the Town to be non-responsive. The Town, at its sole discretion, will decide if a Respondent meets the standards. Each Respondent must answer the questions honestly and completely; the following section describes the submission requirements:

- A. Provide an executive summary – maximum three (3) pages, single spaced – that includes the full name, tax identification number and main office address of the primary Respondent. Include annual reports, 10k, balance sheets and any other information detailing the financial stability and organizational ability of the Respondent. Respondent must have been in business for a minimum of five (35) years.
- B. Provide the business history of the primary Respondent. Include any changes in the Respondent’s status as the result of merger, acquisition, spin-off, reorganization or other change in business organizational status. Identify when the Respondent was organized and, if a corporation, where incorporated and number of years engaged in providing full service contract operations under that name. Provide a comprehensive description of Respondent’s corporate ownership and/or operating name.
- C. State whether any selectman or other officer, employee, or person who is payable in whole or in part from the Town currently has any direct or indirect personal interest in the Respondent. If so, describe the circumstances.
- D. State whether the Respondent or any of its employees or officers has been named as a defendant in any litigation brought as a result of any contract operations for operations and maintenance. If so, name the owner and describe the circumstances, including the outcome of the litigation.
- E. State whether the Respondent has ever been terminated, fired, or replaced on a project other than those contracts that have been terminated due to completion. If so, name the owner and describe the circumstances.
- F. Include resumes and project lists of the key personnel who are proposed to work on this project. The Contractor will be required to designate an individual in upper management with overall responsibility and authority to interact periodically with the ECC Workgroup, and to assist in resolving issues and/or problems which other individuals have been unable to resolve.
- G. Identify any subcontractors, if any, who will perform work on this project. The Town retains the right to reject any and all proposed subcontractors. This provision applies through the term of the contract.
- H. State your relevant prior experience, including a list of all clients served during the past five years, complete with names, addresses and telephone numbers of contact persons for each. Provide the client name, contact, address, and phone number of at least one municipal project that Respondent has designed, if available.
- I. Provide examples of work produced for similar projects completed within the past five years.
- J. The firm must have had demonstrable experience with all regulatory agencies having jurisdiction over the site. Work experience within Connecticut coastal areas and with similar projects is essential.
- K. Overview: Describe how your company plans to meet the project scope and services. The plan should explain the technical approach, methodology, specific tasks and activities that will be performed by your company to address the specific project tasks and work issues.
- L. Identify the Respondent's current and projected workload for projects estimated to cost in excess of \$1.5 million.
- M. Fee Proposal: Provide an overall cost for the outlined project with costs broken-out by the above sections. Provide estimated hours, hourly rates per discipline / function, and a maximum cost.

### **SELECTION PROCESS**

Candidates will be evaluated based on the following criteria:

1. Demonstrated specialized experience and technical competence.

2. Experience and qualifications of the proposed team, and the capacity and capability to complete all work on-time and within budget.
3. Examples of work produced for and past performance on similar projects.
4. Project timeline and ability to meet the time commitments required by the project.
5. Ability to commit the resources necessary to complete the services outlined in the RFQ and the ability to sustain that commitment for the duration of the Project.
6. Experience with and knowledge of federal, state and municipal processes, requirements and procedures.
7. Suggestions for improvements / innovations.
8. Management approach: Describe the Respondent's approach to providing the level and nature of services required as evidenced by proposed project staffing for the proposed project; proposed project management systems; effective information management; and examples of problem solving approaches to resolving issues that impact time and cost.
9. Knowledge and experience: Knowledge of the Connecticut State Building Code, regulations related to the Americans with Disabilities Act, and all other pertinent codes and regulations related to successful completion of the project.
10. Knowledge and demonstrated experience with life cycle cost analysis, cost estimating, and value engineering with actual examples of recommendations and associated benefits to Owners.
11. Familiarity, and demonstrated experience, with sustainable design and LEED certification.
12. Ability to work with the ECC Workgroup, contractors, subcontractors, consultants, municipal officials, state officials, and committee members on behalf of the Town in providing relevant information and facilitating decisions and actions of the various participants with the goal of advancing the progress of the Project on a timely basis.
13. Fee proposal schedule.
  - The Town's evaluation team will individually review and rank each Respondent's sealed Statement of Qualification using the evaluation matrix attached.
  - Review and selection committee will rank the Responses based on the weighted evaluation criteria identified in the RFP and may short-list up to three (3) Respondents.
  - The Town's team will meet to discuss the Respondents credentials and qualifications;
  - The evaluation team may short-list Respondents for interview in order to clarify qualifications and verify its evaluation. Additional services or significant changes to the submittals during the interview will not be entertained.
  - Based on the responses received, the Town may choose to continue or cancel the RFP process.

In addition to the data and documentation submitted in response to this process, the Town reserves the right to make an on-site inspection and evaluation of any facility at which the firm has provided similar services. If the Town chooses to exercise this right, the Respondent shall provide a representative, with or without notice, to accompany the Town or its delegated representatives on any on-site inspection. The inspection may not be limited to one facility. All costs for transportation and subsistence to inspect any facilities incurred by Town personnel shall be borne by the Town.

## **INTERVIEW PROCESS**

- a. The Town of Fairfield reserves the right to invite responders for an interview pending the outcome of the review of proposals.
- b. If determined that interviews are required, multiple finalists may be selected from a pool of qualifying proposals. Short-listed candidates will be notified of their selection by December 19<sup>th</sup>, 2019.
- c. Prior to final selection, each candidate/company may be required to present their solution to members of the Town of Fairfield and Town of Westport ECC Workgroup.
- d. Presentations will be held beginning at 9:00 a.m. on or around January 2<sup>nd</sup>, 2019 and will be held in the Police Conference Room, 100 Reef Road, Fairfield.
- e. Selected candidates will have 30 minutes presentation time, followed by a 25 minute period of questions and answers.

## **NEGOTIATIONS WITH RESPONDENTS**

The responsibility for the final selection rests solely with the Town; the Town may commence negotiations with the Responder who scores highest during the selection process, or at its sole option may cancel the process at any time. During this negotiation phase, the Town may discuss any cost, charge or service. The Town shall not be liable to any firm for any costs associated with responding to the Request for Qualifications and Proposals, and the firm's participation in any interview, or for any costs associated with negotiations.

## FEE PROPOSAL

PROPOSAL TO: Town of Fairfield, Purchasing Department  
First Floor, Sullivan Independence Hall  
725 Old Post Road, Fairfield, Connecticut 06824

I, \_\_\_\_\_ have received the following contract documents,

1. BID Document RFP #2020-32,
2. Posted addenda (if any) numbered \_\_\_\_\_ thru \_\_\_\_\_, posted at [www.fairfieldct.org/purchasing.htm](http://www.fairfieldct.org/purchasing.htm)

and have included their provisions in my Proposal. I shall provide all labor, materials, equipment, technical service, insurances, warranties, applicable taxes and licenses, etc, to supply and deliver materials as specified:

### STAGE 1: Pre-Design

Fee Not-to-Exceed: \_\_\_\_\_ (lump sum)

### STAGE 2: Programming and Schematic Design

Fee Not-to-Exceed: \_\_\_\_\_ (lump sum)

### STAGE 3: Design Development

Fee Not-to-Exceed: \_\_\_\_\_ (lump sum)

### STAGE 4: Construction Documents

Fee Not-to-Exceed: \_\_\_\_\_ (lump sum)

### STAGE 5: Bidding Assistance

Fee Not-to-Exceed: \_\_\_\_\_ (lump sum)

### STAGE 6: Construction Administration

Fee Not-to-Exceed: \_\_\_\_\_ (lump sum)

### STAGE 7: Close-Out/ Warranty Phase

Fee Not-to-Exceed: \_\_\_\_\_ (lump sum)

Respondents shall also include a breakdown of their Not-to-Exceed fees; providing estimated hours, hourly rates per discipline / function, and a maximum cost per project stage.



**PURCHASING AUTHORITY  
TOWN OF FAIRFIELD  
INSTRUCTIONS FOR BIDDERS  
TERMS AND CONDITIONS OF BID**

**BID PROPOSALS**

Bid proposals are to be submitted in a sealed envelope and clearly marked on the outside "RFP #2020-32" including all outer packaging such as DHL, FedEx, UPS, etc. All prices and notations must be printed in ink or typewritten. No erasures are permitted. Bid proposals are to be in the office of the Purchasing Authority, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut, prior to date and time specified, at which time they will be publicly opened.

**RIGHT TO ACCEPT / REJECT**

AFTER REVIEW OF ALL FACTORS, TERMS AND CONDITIONS, INCLUDING PRICE, THE PURCHASING AUTHORITY OF THE TOWN OF FAIRFIELD RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, OR ANY PART THEREOF, OR WAIVE DEFECTS IN SAME, OR ACCEPT ANY PROPOSAL DEEMED TO BE IN THE BEST INTEREST OF THE TOWN OF FAIRFIELD.

**QUESTIONS**

Questions concerning conditions, bidding guidelines and specifications should only be directed in writing to:

**Ms. Corinne M. Dyer, Senior Buyer: [CDyer@fairfieldct.org](mailto:CDyer@fairfieldct.org)**

Inquiries must reference date of bid opening, requisition or contract number, and must be received no later than as indicated in the bid documents prior to date of bid opening. Failure to comply with these conditions will result in the bidder waiving the right to dispute the bid specifications and conditions.

**PRICES**

Prices quoted must be firm, for acceptance by the Town of Fairfield, for a period of ninety (90) days. Prices shall include all applicable duties. Bidders shall be required to deliver awarded items at prices quoted in their original bid.

**F.O.B. DESTINATION**

Prices quoted shall be Net – Delivered to destination. Bids quoting other than F.O.B. Destination may be rejected.

**BID BOND**

~~The BID BOND furnished, as bid security, must be duly executed by the bidder as principal. It must be in the amount equal to five percent (5%) of the total estimated bid, as guarantee that, in case the contract is awarded to the bidder, the bidder will, within ten days thereafter, execute such contract and furnish a Performance Bond and Payment Bond.~~

~~Small businesses may elect to obtain an irrevocable letter of credit or cashier's check in lieu of the Bid Bond. Such surety must also be in an amount equal to at least five percent (5%) of the total estimated bid.~~

~~All bid bonds shall be written by a surety company or companies licensed in the State of Connecticut, and shall have at least an A-VII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if an approved surety bond cannot be provided, the bidder shall be deemed non-responsive.~~

~~A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website: <https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570-a-z.htm>~~

~~NOTE: Failure to provide a Bid Bond or equivalent security is not cause for a waiver defect. Any bid not accompanied by such security will be excluded from consideration.~~

**PERMITS**

The contractor will be responsible for securing all necessary permits, state and local, as required by the Town of Fairfield. The Town will waive its application and permit fees for Town of Fairfield projects.

**PURCHASING AUTHORITY  
TOWN OF FAIRFIELD  
INSTRUCTIONS FOR BIDDERS  
TERMS AND CONDITIONS OF BID**

**PAYMENT PROCEDURES**

No voucher, claim or charge against the Town shall be paid without the approval of the Fiscal Officer for correctness and legality. Appropriate checks shall be drawn by the Fiscal Officer for approved claims or charges and they shall be valid without countersignature unless the Board of Selectmen otherwise prescribed.

**PAYMENT PERIOD**

The Town of Fairfield shall put forth its best effort to make payment within thirty days (30) after delivery of the item acceptance of the work, or receipt of a properly completed invoice, whichever is later. Payment period shall be net thirty days (30) unless otherwise specified. For projects that do not require a performance or bid bond, The Town of Fairfield reserves the right to retain five percent (5%) of total bid amount, which is payable ninety (90) days after final payment or acceptance of the work.

**THE CONTRACTOR**

The Contractor for the work described shall be thoroughly familiar with the requirements of all specifications, and the actual physical conditions of various job sites. The submission of a proposal shall be construed as evidence that the Contractor has examined the actual job conditions, requirements, and specifications. Any claim for labor, equipment, or materials required, or difficulties encountered which could have been foreseen had such an examination been carefully made will not be recognized.

**ASSIGNMENT OF CONTRACT**

No contract may be assigned or transferred without the consent of the Purchasing Authority.

**AWARD OF BIDS**

Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications, except as otherwise specified in the invitation. If more than one item is specified in the invitation, the Town of Fairfield reserves the right to determine the low bidder on an individual basis or on the basis of all items included in the Invitation for Bids, unless otherwise expressed by the Town. Additionally, the Town reserves the right to consider other factors in an award, such as the Town's prior experience with a vendor for services previously provided.

**PERFORMANCE AND LABOR AND MATERIAL BOND**

~~The successful bidder, within seven (7) business days after notification of award, will be required to furnish Performance and Labor and Material Bond provided by a company authorized to issue such bonds in the State of Connecticut, or Certified Check or properly executed Irrevocable Letter of Credit equal to a hundred per cent (100%) of the award.~~

~~In the event that the Contractor where required to provide evidence of insurance and a performance bond does not do so before beginning work, the Town of Fairfield reserves the right to withhold payment from such supplier until the evidence of insurance and performance bond has been received by the Town.~~

~~All payment and performance bonds shall be written by a surety company or companies licensed to issue bonds in the State of Connecticut, and shall have at least an A VIII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if approved surety bonds cannot be provided the contract shall be terminated.~~

~~A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website: <https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570-a-z.htm>~~

**BOND REQUIREMENT – NON-RESIDENT CONTRACTORS**

1. Non-resident contractors are required to deposit with the Department of Revenue Services a sum equivalent to 5% of the total contract value, as assurance that personal property taxes and/or any other State taxes assessed and due the State during the contract will be paid.
2. If this surety is not deposited with the State, the Town is required to deduct and submit to the State 5% of the total contract value.

**GUARANTEE**

Equipment, materials and/or work executed shall be guaranteed for a minimum period of one (1) year against defective material and workmanship. The cost of all labor, materials, shipping charges and other expenses in conjunction with the replacement of defective equipment, and/or unsatisfactory work, shall be borne by the Contractor.

**CATALOGUE REFERENCE**

Unless expressly stated otherwise, any and all reference to commercial types, sales, trade names and catalogues are intended to be descriptive only and not restrictive; the intent is to indicate the kind and quality of the articles that will be acceptable. Bids on other equivalent makes, or with reference to other catalogue items will be considered. The bidder is to clearly state exactly what will be furnished. Where possible and feasible, submit an illustration, descriptive material, and/or product sample.

**PURCHASING AUTHORITY  
TOWN OF FAIRFIELD  
INSTRUCTIONS FOR BIDDERS  
TERMS AND CONDITIONS OF BID**

**INSURANCE**

The Contractor shall not commence any work under the Contract until all insurance required by this section has been obtained and Certificates of Insurance and any other evidence of required coverage requested by the Town, including a copy of the policy itself, have been received and approved by the Town.

Such policies shall stipulate that no coverage can be changed or canceled, including for non-payment of premium, unless the Town has had thirty (30) days prior notice in writing. Certificates of renewals or changes in policies shall be delivered to the Owner at least thirty (30) days prior to the expiration of the policy.

The Town always reserves the right to reject insurance companies, if approved insurance policies cannot be provided the contract shall be terminated.

The insurance requirements set forth below are minimum limits of coverage only and in no way limit the Contractor's liability.

The following insurance is required to be maintained in full force until all work required by the contract has been fully completed, except that Products/Completed Operations coverage shall be maintained for five (5) years. Insurance will be primary and non-contributory with a 30-day notice of cancellation in favor of the Town of Fairfield. Insurance carriers will be no less than A-rated and admitted carrier or subject to review by Town of Fairfield.

Worker's Compensation Insurance: The Contractor shall carry Worker's Compensation and Employer's Liability Insurance in the form and in such amounts as may be currently required to comply with the Labor Laws of the State of Connecticut.

Automobile Insurance: The Contractor shall carry and maintain during the life of the Contract a policy with a combined single limit of \$1,000,000 and rider CA9948 or equivalent.

This policy shall include all liability of the Contractor arising from the operation of all self-owned motor vehicles used in the performance of the Contract; and shall also include a "non-Ownership" provision covering the operation of motor vehicles not owned by the Contractor, but used in the performance of the work.

Commercial General Liability:

- Bodily Injury and Property Damage \$1,000,000 each occurrence / \$2,000,000 aggregate
- Products/Completed Operations \$1,000,000 each occurrence / \$2,000,000 aggregate

This policy shall include Subcontractor's Liability coverage, protecting the Contractor and the Town against liability arising out of the activities of Subcontractors engaged by him in the performance of the work.

Umbrella/Excess Policy: An umbrella policy in the amount of \$5,000,000, with respect to all operations the Contractor performs, is required.

Waiver of Subrogation: Waiver of subrogation is required on all policies.

Additional Insureds: The Town of Fairfield, Fairfield Board of Education, its officers, officials, employees, agents, Boards, and Commissions shall be named as Additional Insureds on the General Contractor's and Subcontractors' Commercial General Liability, (for ongoing and completed operations), Automobile, and Umbrella. The coverage shall be primary and non-contributory and contain no special limitations on the scope of protection afforded to the Town of Fairfield. A waiver of subrogation applies under general liability, auto liability and workers compensation.

The coverage shall be primary and non-contributory and contain no special limitations on the scope of protection afforded to the Town of Fairfield. A waiver of subrogation applies under general liability, auto liability and workers compensation.

Subcontractor's Insurance: Each Subcontractor engaged by the Contractor to perform any work under the Contract shall obtain all insurance required of the Contractor in the same amounts and subject to the same provisions specified above for the Contractor, including the Additional Insured requirement. Certificates of Insurance shall be submitted to the Contractor and the Town and approved by the Town, before commencing any work.

**PURCHASING AUTHORITY  
TOWN OF FAIRFIELD  
INSTRUCTIONS FOR BIDDERS  
TERMS AND CONDITIONS OF BID**

**HOLD HARMLESS**

Contractor shall defend, indemnify, and hold harmless the Town of Fairfield, its officers, employees, agents or volunteers, from and against any and all claims and demands of any nature for any loss, damage or injury which any person may suffer by reason of, or in any way arising out of, this Agreement, unless caused by the sole negligence of the Town.

**OSHA**

The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with Federal and State of Connecticut OSHA standards. The successful bidder will agree to indemnify and hold harmless the Town of Fairfield for any and all damages that may be assessed against the Town.

**LIFE CYCLE COSTING**

Where applicable, Life Cycle Costing will be used as a criterion for awarding bids. This is a method of calculating total cost of ownership of an item over the life of the product, which may include operation and maintenance expenses, transportation, salvage value, and/or disposal costs.

**FEDERAL, STATE, AND LOCAL LAWS**

All applicable Federal, State and local laws, rules and regulations of all authorities having jurisdiction over the locality of the project shall apply to the contract and are deemed to be included herein. If the total amount of the project, including any current or future change orders, exceeds \$100,000.00 all work is to be done in accordance with Connecticut Department of Labor (CT-DOL) rules and regulations. More information may be obtained from: [www.ctdol.state.ct.us](http://www.ctdol.state.ct.us)

The Davis-Bacon and Related Acts, shall apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. More information may be obtained from: <https://www.dol.gov/whd/govcontracts/dbra.htm>

NOTE: The Town shall apply the most current wage decision applicable at the time of contract award.

**CONFLICT OF INTEREST**

No officer or employee or member of any elective or appointive board, commission or committee of the Town, whether temporary or permanent, shall have or acquire any financial interest gained from a successful bid, direct or indirect, aggregating more than one hundred dollars (\$100.00), in any project, matter, contract or business within his/her jurisdiction or the jurisdiction of the board, commission, or committee of which he/she is a member. Nor shall the officer / employee / member have any financial interest, direct or indirect, aggregating more than one hundred dollars (\$100.00) in any contract or proposed contract for materials or services to be furnished or used in connection with any project, matter or thing which comes under his/her jurisdiction or the jurisdiction of the board, commission, committee of which he/she is a member.

**NON-WAIVER CLAUSE**

The failure by the Town to require performance of any provision of this bid shall not affect the Town's right to require performance at any time thereafter, nor shall a waiver of any breach or default of a contract award constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

**ATTORNEY FEES**

In the event of litigation relating to the subject matter of this bid document or any resulting contract award, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

**SCOPE OF WORK/SITE INSPECTIONS**

The bidder declares that the scope of the work has been thoroughly reviewed and any questions resolved (see above for name and number of individual to contact for questions). If applicable, the bidder further declares that the site has been inspected as called for in the specifications (q.v.).

**EXCEPTION TO SPECIFICATIONS**

No protest regarding the validity or appropriateness of the specifications or of the Invitation for Bids will be considered, unless the protest is filed in writing with the Purchasing Authority prior to the closing date for the bids. All bid proposals rendered shall be considered meeting the attached specifications unless exceptions are noted on a separate page dated and signed by the bidder.

**UNLESS OTHERWISE NOTED**

It will be assumed that all terms and conditions and specifications will be complied with and will be considered as part of the Bid Proposal.

SAMPLE OF FORM MATRIX THAT THE TOWN WILL BE USING FOR RESPONDENT SELECTION

**Town of Fairfield**

**RESPONDENT SELECTION FORM for RFP**

**INDIVIDUAL RESPONDENT RATING FORM**

*(Reproduce this form for each Selection Committee Member to complete for each Respondent reviewed)*

Project: RFP Engineering and Architectural Design Services for Combined Emergency Communication Center

Municipality: Town of Fairfield of Connecticut

Respondent: \_\_\_\_\_

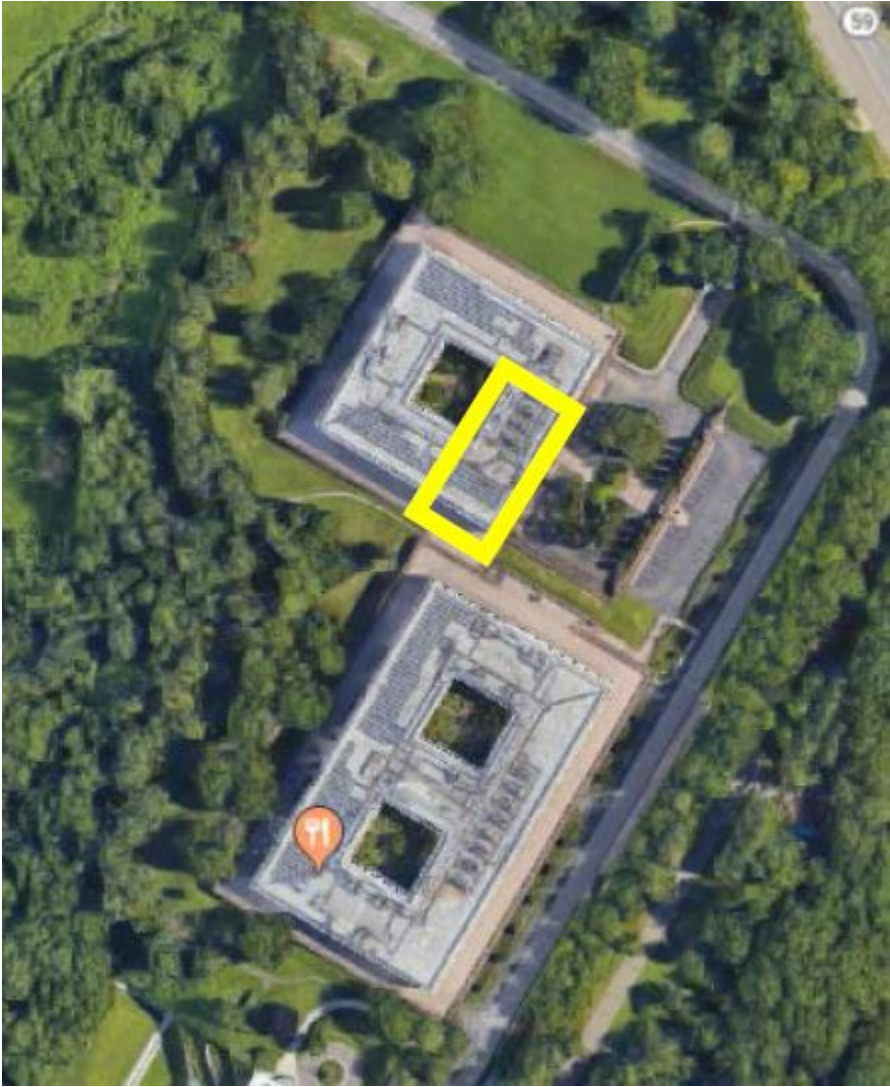
<u>Criteria</u>	<u>Maximum Points</u>	<u>Point Rating</u>
Demonstrated specialized experience and technical competence, specifically the proposed team.	10	
Examples of work produced for and past performance on similar projects.	10	
Project timeline and ability to meet the time commitments required by the project. Capacity and capability to complete all work on-time and within budget.	10	
Ability to commit the resources necessary to complete the services outlined in the RFQ and the ability to sustain that commitment for the duration of the Project.	10	
Experience with and knowledge of federal, state and municipal processes, requirements and procedures, including ECC requirements, knowledge of the Connecticut State Building Code, Americans with Disabilities Act, and all other pertinent codes.	10	
Suggestions for improvements / innovations.	10	
Knowledge and demonstrated experience with life cycle cost analysis, cost estimating, and value engineering with actual examples of recommendations and associated benefits to Owners.	10	
Fee proposal schedule	30	
<b>Total Points</b>	<b>100</b>	

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

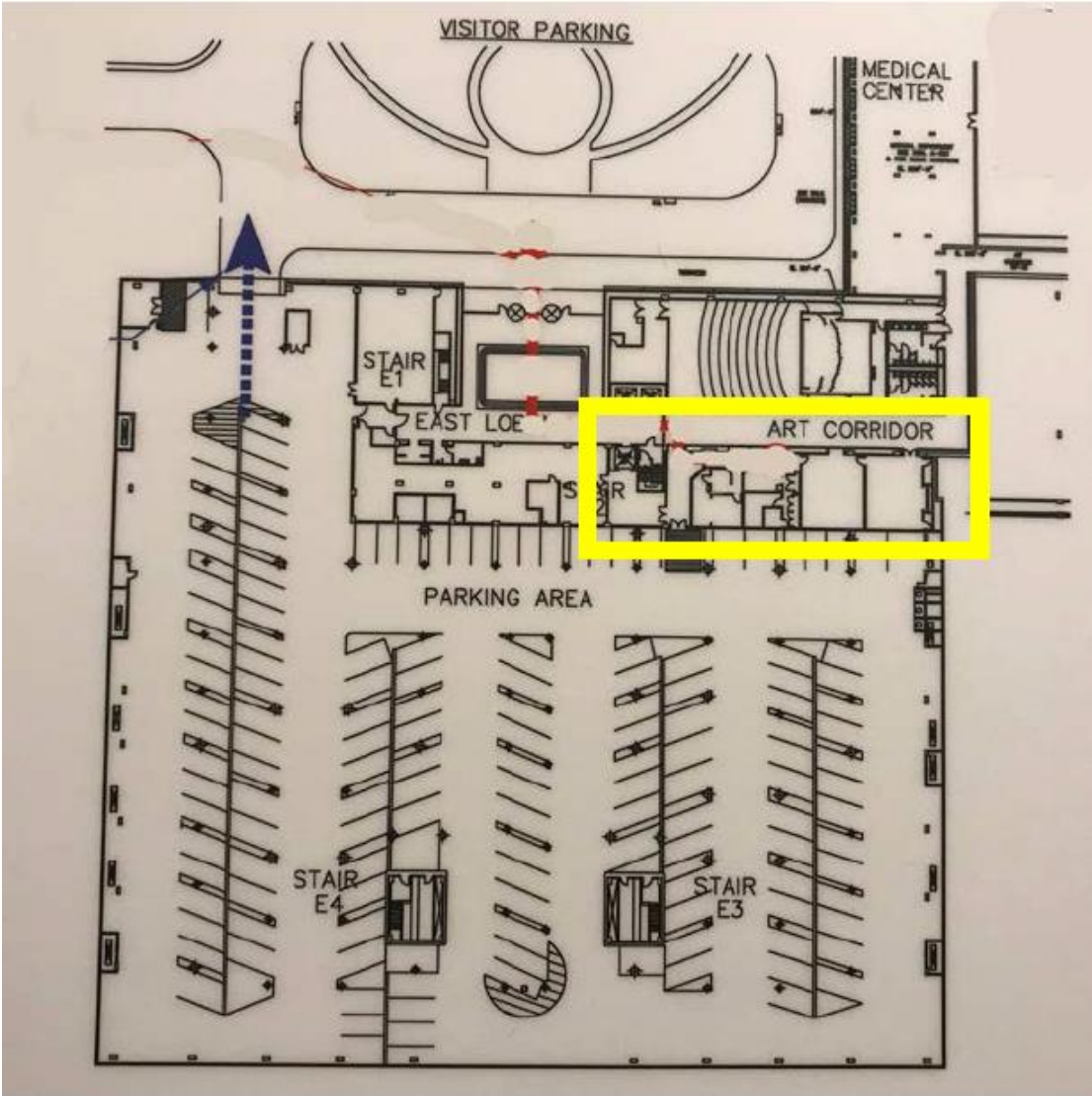
Name \_\_\_\_\_  
(print)

**Appendix A**  
Site Overview

Sacred Heart University West Campus



West Campus, East Building



Proposed Multi-Town Emergency Communications Center Space

