

**TOWN OF WESTBROOK, CONNECTICUT**

**REQUEST FOR QUALIFICATIONS AND PROPOSAL FOR 2 NEW SEPTIC SYSTEMS**

**LOCATIONS: WEST BEACH CONCESSSION BUILDING AND RIGGIO BUILDING**

**Project Number: 5111**

**Document Length: 16 pages**

**Issue Date: February 28, 2020**

**Due Date: March 23, 2020**

The Town of Westbrook ("the Town"), is seeking qualifications statements and proposals from Subsurface Sewage Disposal System Tank installers licensed in the State of Connecticut to provide professional Installation of 2 Septic Systems with Nitrogen Reduction filtration leach area consisting of a wood chip component. There are two installation sites – West Beach Concession Building and the Riggio Building.

The Town is following the Qualifications-Based Selection (QBS) process established by Public Law 92-582 (40 ISC 1101 et seq.) for the selection of Septic Tank Subsurface Sewage Disposal System Installers for this project. The Town invites Installers to submit qualifications to the Town.

This document is issued by the Town of Westbrook, Connecticut. Respondents are requested not to contact individual town officials regarding this RFP process. All correspondence, questions, clarifications, or requests for additional information regarding this RFP must be directed to the WPCA Chairman:

Lee McNamar

lmcnamar@yahoo.com

(860) 712-5571

Information obtained from any other source is not official and should not be relied on. All questions must be received within 7 days after publication of the RFQ and the answers will be posted no later than 21 days after publication of this RFQ on the Town website [www.westbrook.us](http://www.westbrook.us) under Water Pollution Control Authority. Respondents are responsible for checking the Town’s website for all addenda distributed in response to questions and requests for additional information.

**There will be a mandatory site visit for are potential firms on Monday March 16th at 12:00pm. Please email Lee McNamar for more information and to confirm your attendance at this visit.**

Ten (10) hard copies and one (1) electronic copy of your statement of qualifications and a firm fixed price proposal shall be submitted. Proposals must be received by the Town on or before March 23, 2020 at 12:00pm at:

Town of Westbrook

 Attn: Noel Bishop

 866 Boston Post Road

 Westbrook, CT 06498

Late Responses will not be accepted

**“Qualifications and Proposal for Two New Septic Systems” should be clearly marked on all packages.**

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1. **Summary of Project**

The purpose of the project is to reduce Nitrogen levels by replacing the existing Septic Tanks and leach fields and replacing each with a New Tank and leach area as well as adding the use of wood chips underneath the leach fields.

The two sites are located as follows:

1. Riggio Building, 1163 Boston Post Road, Westbrook.
2. Hog Wild Concession Stand, at West Beach, 392 Seaside Ave. Westbrook

Both the DEEP and DPH have sanctioned this project as an official study for other implementations throughout the sound.

1. **Scope of Work**

The completion of the Septic System on both sites will consist of the following:

1. Removal of current Septic Tanks and current Leach Systems.
2. West Beach system should start in March and must be completed before May 30th 2020.
3. There are protected grass areas at the West Beach system that cannot be crossed. They will be marked accordingly.
4. Riggio Building should start in September and be completed by October. Topsoil and reseeding required.
5. **Compliance Requirements**

All portions of the project will comply with all local, State, and Federal regulations, normally enforced by the jurisdiction having authority over private construction in the local community.

1. **Deliverables**

Complete Engineering plans will be provided for each site. Plans are provided by Nathan L. Jacobson & Associates, Inc. and will be available for review at Westbrook Town Hall on or after March 9, 2020. These are finalized engineering plans which include all specifications and materials needed to install both systems. **The plans must be followed exactly.**

There is a Separate plan created for each Site. No deviation from the plan will occur without approval from Nathan L. Jacobson & Associates, Inc., and the WPCA.

1. Plans show size, depth, type, location, and make of each Septic Tank and pressure distribution system.
2. Plans show size, depth, type, location of each layer of filtration system.
3. Plans show depth and layout of wood chip filtration.
4. Sign off in required by WPCA and engineer on each phase of completion.
5. **Evaluation Criteria**

Evaluation of responding firms will be based on the following criteria:

1. 20% will be based on current staff experience related to the project.
2. 20% will be based on current staff experience in following the approved engineering plans.
3. 20% will be based on Firms familiarity and experience with the Town of Westbrook and the services it requires. Please describe any previous project work you have provided to the Town.
4. 20% will be based on location of Firm relative to the Town of Westbrook.
5. 20% will be on capacity of the firm to perform the work on schedule.
6. **Submission Requirements**

Interested Septic Installers should submit the following material:

1. A Letter of Interest for the Project.
2. Profile of the firm, its principals, key personnel, equipment and facilities, and financial condition.
3. Evidence of the firm’s ability to perform the work, including lists of complete and current projects of a similar nature.
4. Demonstration of understanding of the project, including staff available and proposed for assignment to the project.
5. References, including names and addresses of previous clients with similar projects.

Please submit ten (10) hard copies and one (1) electronic copy of your statement of qualifications and firm fixed price proposal. Proposals shall be clearly marked “**Qualifications and Proposal for Two New Septic Systems”** to Noel Bishop, First Selectman, 866 Boston Post Road, Westbrook, CT 06498.

Any contract awarded under this RFQ will be funded by the Town of Westbrook, subject to applicable Connecticut State Agency requirements.

The Town is an Affirmative Action Employer and encourages proposals from Minority and Small Business Enterprises.

1. **Award of Contract**

After review of all proposals, a recommendation will be made to the Board of Selectmen. The Board of Selectmen will award the contract and reserves the right to waive any informalities, to accept or reject, in part or in whole, any and all proposals or to take whatever action may be deemed to be in the best interest of the Town. The firm selected for the proposal will be required to Execute the contract prepared by the town.

1. **Standard Financial and Procurement Requirements**

**1. Freedom of Information Act**

All information submitted in response to this request for qualifications is subject

to disclosure under the Connecticut Freedom of Information Act as amended and

judicially interpreted. A respondent’s proposal may contain financial, trade secret or other data that it claims should not be public (the “Confidential Information”).

A respondent must identify specifically the pages and portions of its proposal or

Additional information that contains the claimed Confidential Information by

Visibly marking all such pages and portions. Provided that the respondent

Cooperates with the Town as described in this section, the Town shall, to the extent permitted by law, protect from unauthorized disclosure such Confidential

Information.

If the Town receives a request for a respondent’s Confidential Information, it will promptly notify the respondent in writing of such request and provide the respondent with a copy of any written disclosure request. The respondent may provide written consent to the disclosure or may object to the disclosure by notifying the Town in writing to withhold disclosure of the information, identifying in the notice the basis for its objection, including the statutory exemption(s) from disclosure. The respondent 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.

**2. Required Disclosures**

Each respondent must, in its Proposal Form, make the disclosures set forth in Exhibit A of the RFQ. A respondent’s acceptability based on those disclosures lies solely in the Town’s discretion.

**3. Legal Status**

If a respondent is a corporation, limited liability company, or other business entity that is required to register with the Connecticut Secretary of the State’s Office, it must have a current registration on file with that office. The Town may, in its sole discretion, request acceptable evidence of any respondent’s legal status. Each respondent must complete and submit the *Legal Status Disclosure* form included in **Exhibit B** of this RFQ.

**4. Tax Exemptions**

The Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes. CT Tax Registration Number: 6142046-000; Federal EIN: 06-6002123.

**5. Insurance Requirements**

The respondent shall, at its own expense and cost, obtain and keep in force during the entire duration of the contract insurance against claims for injuries or losses to persons or property that are alleged to have arisen in connection with activities of the respondent and any agents, representatives, subcontractors or employees. Insurance companies must be licenses by the State of Connecticut or otherwise acceptable to the Town of Westbrook. In addition, the Respondent shall name the Town of Westbrook as Additional Insured. Full disclosure of any nonstandard exclusion is required for all coverage. **These requirements shall be clearly stated in the remarks section of the Respondent’s Certificate of Insurance.**

It is further agreed that the Respondent shall provide the Town of Westbrook with a thirty (30) day notice of cancellation, in advance of the retroactive date, and/or non-renewal. Minimum Limits and requirements are stated below:

***Commercial General Liability:***

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:***

Each Accident: $1,000,000

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

***Workers’ Compensation/Employers Liability***

Workers’ Compensation Statutory Requirement set forth by the 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

***Errors & Omissions/Professional Liability Insurance:***

Each Claim: $5,000,000

Annual Aggregate $5,000,000

The respondent shall provide a Certificate of Insurance as "evidence" of General Liability, Auto Liability including all owned, hired, borrowed and non-owned vehicles, statutory Worker's Compensation and Employer's Liability and Professional Services Liability coverage. The respondent shall direct its Insurer to provide a Certificate of Insurance to the Town before any work is performed. The awarded Respondent(s) will be responsible to provide written notice to the Owner 60 days prior to cancellation or non-renewal of any insurance policy. The Certificate shall evidence all required coverages including the Additional Insured on the General Liability and Auto Liability policies and Waiver of Subrogation on the General Liability policy. The respondent shall provide the Town copies of any such insurance policies upon request.

**6. Affirmative Action and Equal Opportunity**

Each respondent must submit a completed *Certification* *Concerning Equal Employment Opportunities and Affirmative Action Policy* form included in **Exhibit C** of this **RFQ**.

**7. Non-Collusion Affidavit**

Each respondent shall submit a completed Non-Collusion Affidavit included in Exhibit **D** of the **RFQ**.

 **8. Contract Terms**

The following provisions will be mandatory terms of the Town’s Contract with the successful respondent. If a respondent is unwilling or unable to meet any of these Contract Terms, the respondent must disclose that inability or unwillingness in its Statement of Qualifications.

  **(a) Defense, Hold Harmless and Indemnification**

The successful respondent agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the “Town Indemnified Parties”), from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including attorney’s fees, arising out of or relating, directly or indirectly, to the successful respondent’s malfeasance, misconduct, negligence or failure to meet its obligations under the Contract. The successful respondent’s obligations under this section shall not be limited in any way by any limitation on the amount or type of the successful respondent’s insurance. In any and all claims against the Town Indemnified Parties made or brought by any employee of the successful respondent, or anyone directly or indirectly employed or contracted with by the successful respondent, or anyone for whose acts or omissions the successful respondent is or may be liable, the successful respondent’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 respondent under workers’ compensation acts, disability benefit acts, or other employee benefits acts.

The successful respondent shall also be required to pay any and all attorney’s fees incurred by the town Indemnified Parties in enforcing any of the successful respondent’s obligations under this section which obligations shall survive the termination or expiration of the Contract.

As a municipal agency of the State of Connecticut, the Town will NOT defend, indemnify, or hold harmless the successful respondent.

 **(b) Advertising**

The successful respondent shall not name the Town in its advertising, news releases, or promotional efforts without the Town’s prior written approval. If it chooses, the successful respondent may list the Town in a statement or references or similar document required as part of its response to public procurement. The Town’s permission to the successful respondent to do so is not a statement about the quality of the successful respondent’s work or the Town’s endorsement of the successful respondent.

 **(c) W-9 Form**

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

 **(d) Maintenance and Availability of Records**

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

 **(e) Subcontracting**

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

All permitted subcontracting shall be subject to the same terms and conditions as are applicable to the successful respondent. The successful respondent shall remain fully and solely liable and responsible to the Town for performance of the work described in the Contract. The successful respondent shall remain fully and solely liable and responsible to the Town for performance of the work described in the Contract. The successful respondent also agrees to promptly pay each of its subcontractors within thirty (30) day of receipt of payment from the Town or otherwise in accordance with the law.

The Town and the successful respondent are independent parties. Nothing contained in the Contract shall create, or be construed or deemed as creating, the relationships of principal and subcontractors and of persons employed, whether directly or indirectly, by its subcontractors(s).

 **(f) Worker’s Compensation**

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

 **(g) Compliance with Laws**

The successful respondent shall comply with all applicable laws, regulations, ordinances, codesand orders of the United States, the State of Connecticut and the Town related to its proposal and the performance of the work described in the Contract.

 **(h) Licenses and Permits**

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

 **(i) Cessation of Business/Bankruptcy/Receivership**

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

 **(j) Amendments**

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

 **(k) 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, agreement or promises, oral or otherwise, not printed or inserted in the Contract or its attached exhibits The contract may not be altered or amended except by the written agreement of both parties.

 **(l) 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.

 **(m) 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.

 **(n) Non-Employment Relationship**

The Town and the successful respondent 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 respondent 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 respondent shall be solely responsible for any applicable taxes.

**Exhibit A**

**1.** **State Debarment List**

 Is the Installer on the State of Connecticut Debarment List?

**YES\_\_**

**NO\_\_**

**2. Occupational Safety and Health Law Violations**

Has the installer or any firm, corporation, partnership or association in which there is an interest:

(1) been cited for three or more willful or serious violations of any occupational safety and health act or 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 such matter.

  **3.** **Arbitration/Litigation**

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

 litigation?

 **YES\_\_\_\_**

 **NO \_\_\_\_**

 If “YES” attach a sheet fully describing such matter.

 **4.** **Criminal Proceedings**

Has either the installer 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 such matter.

 **5.** **Ethics and Offenses in Public Projects or Contracts**

Has either the installer 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 projects or contracts?

 **YES\_\_\_\_**

 **NO \_\_\_\_**

 If “YES” attach a sheet fully describing such matter.

 **6. State, Local or Federal Tax Delinquency**

Is the consultant or any firm, corporation, partnership or association in which it has an interest delinquent in the payment of any state, local or Federal tax obligations?

 **YES\_\_\_\_**

 **NO \_\_\_\_**

 If “YES” attach a sheet fully describing such matter.

**Exhibit B**

**LEGAL STATUS DISCLOSURE**

Please fully complete the applicable section, 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 installer.

Installer’s Full Legal Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Street Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mailing Address (If different from Street Address)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Number of Years engaged in business \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT C**

**EQUAL EMPLOYMENT OPPORTUNITIES AND AFFIRMATIVE ACTION POLICY CERTIFICATION**

I/we the Respondent, certify that:

1) I/we are in compliance with the equal opportunity clause as set forth in

 Connecticut state law:

 (Executive Order No. Three, (<http://www.cslib.org/exeorder3.htm>).

2) I/we do not maintain segregated facilities.

3) I/we have filed all required employer’s information reports.

4) I/we have developed and maintain written affirmative action programs.

5) I/we list job openings with federal and state employment services.

6) I/we attempt to employ and advance in employment, qualified handicapped

 Individuals.

7) I/we are in compliance with the Americans with Disabilities Act.

8) I/we (check one):

 \_\_\_\_\_ have an Affirmative Action Program or,

 \_\_\_\_\_\_employ 10 people or fewer.

 Respondent’s Full Legal Name: (print)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name and Title of Respondent’s Authorized Representative:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature of Respondent or Respondent’s Representative, Duly

 Authorized:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT D**

**NON-COLLUSION AFFIDAVIT**

The undersigned respondent, having fully informed himself/herself/oneself regarding the accuracy of the statements of the statements made herein,

Certifies that:

(1) the proposal is genuine; it is not a collusive or sham proposal;

(2) the respondent 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 respondent, its employees and agents have not communicated the

 contents of the proposal to any person not an employee or agent of the

 respondent and will not communicate the proposal to any such person prior

 to the official opening of the proposal; and

 (4) no elected or appointed official or other officer or employee of the Town of

 Westbrook is directly or indirectly interested in the respondent’s proposal,

 or in the supplies, materials, equipment, work or labor to which it relates,

 or in any of the profits thereof.

 The undersigned respondent further certifies that this affidavit is executed for the

 Purpose of inducing the Town of Westbrook to consider its proposal and make an

 Award in accordance therewith.

 Respondent’s Full Legal Name: (print)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name and Title of Respondent’s Authorized Representative:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature of Respondent or Respondent’s Representative, Duly

 Authorized:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_ 20\_\_\_\_

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

 My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_