

South Windsor Public Building Commission
Phase 3 – Pleasant Valley Elementary School
Request for Proposals



Pleasant Valley Elementary School

South Windsor Public Schools

Request for Proposals for Commissioning Agent

RFP No. 2021-053

LEGAL NOTICE

TOWN OF SOUTH WINDSOR, CONNECTICUT

REQUEST FOR PROPOSALS FOR COMMISSIONING AGENT SERVICES

RFP No. 2021-053

August 21, 2020

The Town of South Windsor will receive sealed proposals for the provision of commissioning agent services for the construction of the Pleasant Valley Elementary School. Proposals are due no later than 2:00 p.m. on September 10, 2020 to:

Ann Walsh, Clerk of the Public Building Commission
South Windsor Public Schools
1737 Main Street, Room 205
South Windsor, CT 06074

Proposals will be opened and read aloud on September 10, 2020 at 2:00 p.m. at the South Windsor Public School central office. Proposals will be reviewed by the South Windsor Public Building Commission (SWPBC) at a special meeting to evaluate proposals. The SWPBC may choose to award the commissioning services at such meeting or may elect to interview up to four firms.

The documents comprising the Request for Proposals may be obtained on the Town's website, the South Windsor Public Schools' website, <http://www.southwindsorschools.org> and on the Connecticut Department of Administrative Services Contracting portal, https://biznet.ct.gov/SCP_Search/ContractingOrganizations.aspx.

The Town of South Windsor reserves the rights to amend or terminate this Request for Proposals, to reject any or all proposers, to request additional information, to waive any informalities or non-material deficiencies in a response, and to take any and all other action that, in the Town's sole judgment, will be in its best interests.

TOWN OF SOUTH WINDSOR, CONNECTICUT

**REQUEST FOR PROPOSALS FOR
COMMISSIONING AGENT SERVICES**

Proposal Due Date/Time: September 10, 2020, 2:00 p.m.

Proposal Closing Place: South Windsor Public Schools, 1737 Main St., S.W., Room 205

Proposal Opening Date/Time: September 10, 2020, 2:00 p.m.

Proposal Opening Place: South Windsor Public Schools, 1737 Main St., S.W.

The Town of South Windsor (the “Town”) is soliciting statements of qualifications from qualified individuals or firms to provide comprehensive commissioning agent (“CxA”) services for the design and construction of the Pleasant Valley Elementary School (the “School Project”).

The School Project shall be designed and constructed in accordance with the Project Overview as described in the Specifications for Commissioning Agent Services. Additional information is set forth in the Specifications section of this Request for Proposals (“RFP”).

As set forth in greater detail in the Specification Section, the CxA will plan, manage, perform and report on the commissioning activities, utilizing the reporting formats and standardized forms provided by the CxA whenever required. The CxA will submit deliverable reports to the Town according to an agreed upon commissioning services schedule. All commissioning tasks shall be conducted in a transparent manner with involvement of Town officials, including the building engineer and operations staff.

The project delivery method is Construction Manager at Risk with full design documents and specifications developed by an architectural/engineering firm (Drummey Rosane Anderson.) The construction documents will be let out to bid and a construction manager at risk will be hired to complete the construction. The PBC has retained Colliers Project Leaders as the owner’s representative. The CxA will be hired by and report directly to the Town via the PBC.

The systems to be commissioned shall include all systems required by the Connecticut High Performance Building regulations:

1. Heating, Ventilation, air conditioning, and refrigeration systems and associated controls
2. Lighting and day-lighting controls
3. Domestic hot water system
4. Renewable energy systems
5. Water using systems
6. Fire Protection systems
7. Energy Management system
8. Emergency
9. Building envelope system

The purpose of this Request for Proposals is to award the commissioning services from a pool of no more than four proposers that meet the minimum qualifications within the meaning of General Statutes § 10-287(b)(2). The PBC will review all proposals and invite no more than four proposers to interview with the PBC.

One (1) original and ten (10) copies of sealed proposals, including PDF copy on thumb drive, and all other required documents must be submitted to the following address by the date and time noted below. The proposers shall also include a digital copy of their proposal on thumb drive as well.

Mr. Matthew Montana, Chairperson
c/o Ann Walsh, Clerk of the Public Building Commission
South Windsor Public Schools
1737 Main Street, Room 205
South Windsor, CT, 06074

The Town will not accept responses by e-mail or fax. The Town will reject responses received after the date and time noted above.

The documents comprising the Request for Proposals may be obtained on the Town's website, the South Windsor Public Schools' website, <http://www.southwindsorschools.org> and on the Connecticut Department of Administrative Services Contracting portal, https://biznet.ct.gov/SCP_Search/ContractingOrganizations.aspx . **Each proposer is responsible for checking the CTDAS website to determine if the Town has issued any addenda and, if so, to complete its response in accordance with the Request for Proposals as modified by the addenda.**

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

The Town reserves the rights to amend or terminate this Request for Proposals, accept all or any part of a proposal, reject all proposals, waive any informalities or non-material deficiencies in a proposal, and award the proposal to the lowest responsible proposer.

This Request for Proposals ("RFP") includes:

- Standard Instructions to Proposers
- Specifications
- Insurance Requirements
- Proposal Form
- Proposer's Legal Status Disclosure Form
- Proposer's Non Collusion Affidavit Form
- Proposer's Statement of References Form
- Addenda, if any

TOWN OF SOUTH WINDSOR, CONNECTICUT

STANDARD INSTRUCTIONS TO PROPOSERS

1. INTRODUCTION

The Town of South Windsor (the “Town”) is soliciting proposals for comprehensive commissioning agent services for the construction of the Pleasant Valley Elementary School. This project is a new building that replace the existing building. See the specifications section for further detail on the projects. This RFP is not a contract offer, and no contract will exist unless and until a written contract is signed by the Town and the successful proposer.

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

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

2. RIGHT TO AMEND OR TERMINATE THE RFP OR CONTRACT

The Town may, before or after proposal opening and in its sole discretion, clarify, modify, amend or terminate this RFP if the Town determines it is in the Town’s best interest. Any such action shall be effected by a posting on the Town’s website, www.southwindsor.org, under “Invitations to Bid & Requests for Proposals” and the South Windsor Public Schools’ website, <http://www.southwindsorschools.org>, under “Central Office,” “Business Services,” “Bids and RFPs” , and the CTDAS Contracting Portal. **Each proposer is responsible for checking the CTDAS Contracting Portal website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.**

3. KEY DATES

Proposals Due: September 10, 2020 no later than 2p.m.

Proposal Opening: September 10, 2020 no later than 2p.m.

Interviews: TBD if elected to hold interviews by the SWPBC.

Contract Execution: As soon as possible after award.

The Interviews and Contract Execution dates are anticipated, not certain, dates.

4. OBTAINING THE RFP

All documents that are a part of this RFP may be obtained on the Town's website, www.southwindsor.org, under "Invitations to Bid & Requests for Proposals", the South Windsor Public Schools' website, <http://www.southwindsorschools.org>, under "Central Office," "Business Services," "Bids and RFPs", and the CTDAS Contracting Portal.

5. PROPOSAL SUBMISSION INSTRUCTIONS

Proposals must be received in the South Windsor Public Schools, 1737 Main Street, Room 205, South Windsor, CT, 06074 by the date and time noted above prior to the date and time the proposals are scheduled to be opened publicly. Postmarks prior to the opening date and time do **NOT** satisfy this condition. The Town will not accept submissions by e-mail or fax. Proposers are solely responsible for ensuring timely delivery. The Town will **NOT** accept late proposals.

One (1) original and ten (10) copies of all proposal documents, including PDF copy on thumb drive, must be submitted in sealed, opaque envelopes clearly labeled with the proposer's name, the proposer's address, the words "**PROPOSAL DOCUMENTS,**" and the **Proposal Title, Proposal Number and Proposal Opening Date**. The Town may decline to accept proposals submitted in unmarked envelopes that the Town opens in its normal course of business. The Town may, but shall not be required to, return such proposal documents and inform the proposer that the proposal documents may be resubmitted in a sealed envelope properly marked as described above.

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

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

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

6. QUESTIONS AND AMENDMENTS

Questions concerning the process, procedures and specifications applicable to this RFP are to be submitted **only in writing** via email and directed **only to**:

Mrs. Kathleen Turner
Project Manager
Colliers Project Leaders
kathleen.turner@colliers.com

With a copy to:

Ms. Ann Walsh
Clerk of the Public Building Commission
South Windsor Public Schools
awalsh@swindsor.k12.ct.us

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

The appropriate Town representative listed above must receive any questions from proposers no later than seven (7) business days before the proposal opening date. That representative will confirm receipt of a proposer's questions by e-mail.

The Town will answer all relevant written questions by issuing one or more addenda, which shall be a part of this RFP and the resulting Contract, containing all questions received as provided for above and decisions regarding same.

At least four (4) calendar days prior to proposal opening, the Town will post any addenda to the CT DAS Contracting Portal. **Each proposer is responsible for checking the website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.**

No oral statement of the Town, including oral statements by the Town representatives listed above, shall be effective to waive, change or otherwise modify any of the provisions of this RFP, and no proposer shall rely on any alleged oral statement.

7. ADDITIONAL INFORMATION

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

8. COSTS FOR PREPARING PROPOSAL

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

9. OWNERSHIP OF PROPOSALS

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

10. FREEDOM OF INFORMATION ACT

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

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

11. REQUIRED DISCLOSURES

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

12. REFERENCES

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

13. LEGAL STATUS

If a proposer is a corporation, limited liability company, or other business entity that is required to register with the Connecticut Secretary of the State's Office, it must have a current registration on file with that office. The Town may, in its sole discretion, request acceptable evidence of any proposer's legal status. Each proposer must complete the Proposer's Legal Status Disclosure Form included in this RFP.

14. PROPOSAL (BID) SECURITY

THIS ITEM IS NOT APPLICABLE TO THIS RFP

15. PRESUMPTION OF PROPOSER'S FULL KNOWLEDGE

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

Each proposer is deemed to be familiar with and is required to comply with all federal, state and local laws, regulations, ordinances, codes and orders that in any manner relate to this RFP or the provision of goods or 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/the goods described in this RFP, and it is capable of performing the work/delivering/installing the goods to achieve the Town's objectives. If applicable, each proposer shall visit the site, examine the areas and thoroughly familiarize itself with all conditions of the property before preparing its proposal.

16. SUBSTITUTION FOR NAME BRANDS

THIS ITEM IS NOT APPLICABLE TO THIS RFP

17. TAX EXEMPTIONS

The Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes. Federal Tax Exempt # 06-6002088. Exemption from State sales tax per Conn. Gen. Stat. Chapter 219, § 12-412(1).

18. INSURANCE

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

19. PERFORMANCE SECURITY

THIS ITEM IS NOT APPLICABLE TO THIS RFP

20. DELIVERY ARRANGEMENTS

THIS ITEM IS NOT APPLICABLE TO THIS RFP

21. AWARD CRITERIA; PRELIMINARY SELECTION; CONTRACT EXECUTION

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

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

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

The Town will select the lowest responsible proposer, meaning that, in addition to price, due consideration will be given to factors such as a proposer's experience, references, capabilities, past performance, and other relevant criteria.

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

The Town will issue a Preliminary Notice of Award. The preliminary notice of award may be subject to further negotiations with the proposer. **The making of a preliminary award to a proposer does not provide the proposer with any rights and does not impose upon the Town any obligations. The Town is free to withdraw a preliminary award at any time and for any reason. A proposer has rights, and the Town has obligations, only if and when a Contract is executed by the Town and the proposer.**

If the proposer does not provide all required documents and execute the Contract within ten (10) business days of the date of the Preliminary Notice of Award, unless extended by the Town, the Town may call any proposal security provided by the proposer and may enter into discussions with another proposer.

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

22. NONRESIDENT REAL PROPERTY CONTRACTORS

If the successful proposer is a "nonresident contractor" as defined in Conn. Gen. Stat. § 12-430(7)(A) as amended, it shall comply fully with the provisions of § 12-430(7) and, prior to execution of the Contract, shall furnish the Town with proof that it is a "verified contractor" within the meaning of General Statutes Section 12-430(7) or that it has posted a bond with the

Commissioner of Revenue Services in compliance with General Statutes Section 12-430(7). The successful proposer agrees to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the “Town Indemnified Parties”), from any and all taxes, interest and penalties that the State of Connecticut asserts are due with respect to the successful proposer’s activities under the Contract.

The successful proposer shall also be required to pay any and all attorney’s fees incurred by the Town Indemnified Parties in enforcing any of the successful proposer’s obligations under this section, whether or not a lawsuit or other proceeding is commenced, which obligations shall survive the termination or expiration of the Contract.

23. COMPLIANCE WITH IMMIGRATION LAWS

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

The successful proposer shall defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the “Town Indemnified Parties”), against any and all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including fines, penalties, punitive damages, attorney’s fees and costs, brought or assessed against, or incurred by, the Town Indemnified Parties related to or arising from the obligations under IRCA imposed upon the successful proposer or its subcontractor. The successful proposer shall also be required to pay any and all attorney’s fees and costs incurred by the Town Indemnified Parties in enforcing any of the successful proposer’s obligations under this provision, whether or not a lawsuit or other proceeding is commenced. The successful proposer’s obligations under this section shall survive the termination or expiration of the Contract.

24. NON COLLUSION AFFIDAVIT

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

25. CONTRACT TERMS

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

- a. DEFENSE, HOLD HARMLESS AND INDEMNIFICATION

The successful proposer agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the “Town Indemnified Parties”), from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including attorney’s fees, arising out of or relating, directly or indirectly, to the successful proposer’s malfeasance, misconduct, negligence or failure to meet its obligations under the RFP or the Contract. The successful proposer’s obligations under this section shall not be limited in any way by any limitation on the amount or type of the successful proposer’s insurance.

Nothing in this section shall obligate the successful proposer to indemnify the Town Indemnified Parties against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of the Town Indemnified Parties.

In any and all claims against the Town Indemnified Parties made or brought by any employee of the successful proposer, or anyone directly or indirectly employed or contracted with by the successful proposer, or anyone for whose acts or omissions the successful proposer is or may be liable, the successful proposer’s obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by the successful proposer under workers’ compensation acts, disability benefit acts, or other employee benefits acts.

The successful proposer shall also be required to pay any and all attorney’s fees incurred by the Town Indemnified Parties in enforcing any of the successful proposer’s obligations under this section. The successful proposer’s obligations under this section 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 proposer.

b. ADVERTISING

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

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

c. SUBCONTRACTING

Prior to entering into any subcontract agreement(s) for the work described in the Contract, the successful proposer shall provide the Town with written notice of the identity (full legal name, street address, mailing address (if different from street address), and telephone number) of each proposed subcontractor. The Town shall have the right to object to any proposed subcontractor by providing the successful proposer with written notice thereof within seven (7) business days of receipt of all

required information about the proposed subcontractor. If the Town objects to a proposed subcontractor, the successful proposer shall not use that subcontractor for any portion of the work described in the Contract.

All permitted subcontracting shall be subject to the same terms and conditions as are applicable to the successful proposer. The successful proposer shall remain fully and solely liable and responsible to the Town for performance of the work described in the Contract. The successful proposer also agrees to promptly pay each of its subcontractors within thirty (30) days of receipt of payment from the Town or otherwise in accordance with law. The successful proposer shall assure compliance with all requirements of the Contract. The successful proposer shall also be fully and solely responsible to the Town for the acts and omissions of its subcontractors and of persons employed, whether directly or indirectly, by its subcontractor(s).

d. PREVAILING WAGES

THIS ITEM IS NOT APPLICABLE TO THIS RFP

e. PREFERENCES

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

f. WORKERS COMPENSATION

Prior to Contract execution, the Town will require the tentative successful proposer to provide 1) evidence of compliance with the workers' compensation insurance and self-insurance requirements of subsection (b) of Connecticut General Statutes section 31-284, and 2) a current statement from the State Treasurer that, to the best of her knowledge and belief, as of the date of the statement, the tentative successful proposer was not liable to the State for any workers' compensation payments made pursuant to Conn. Gen. Stat. § 31-355.

g. SAFETY

THIS ITEM IS NOT APPLICABLE TO THIS RFP

h. COMPLIANCE WITH LAWS

The successful proposer shall comply with all applicable laws, regulations, ordinances, codes and orders of the United States, the State of Connecticut and the Town related to its proposal and the performance of the Contract.

i. NONDISCRIMINATION AND AFFIRMATIVE ACTION

In the performance of the Contract, the successful proposer will not discriminate or permit discrimination in any manner prohibited by the laws of the United States or of the State of Connecticut against any person or group of persons on the grounds of race, color, religious creed, age (except minimum age), marital status or civil union status, national origin, ancestry, sex, sexual orientation, mental retardation, mental disability or physical disability, including but not limited to blindness, unless the successful proposer shows that such disability prevents performance of the work involved.

In the performance of the Contract, the successful proposer will take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age (except minimum age), marital status or civil union status, national origin, ancestry, sex, sexual orientation, mental retardation, mental disability or physical disability, including but not limited to blindness, unless the successful proposer shows that such disability prevents performance of the work involved.

Any violation of these provisions shall be considered a material violation of the Contract and shall be grounds for the Town's cancellation, termination or suspension, in whole or in part, of the Contract and may result in ineligibility for further Town contracts.

j. LICENSES AND PERMITS

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

k. CESSATION OF BUSINESS/BANKRUPTCY/RECEIVERSHIP

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

l. AMENDMENTS

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

m. 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.

n. 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.

o. 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.

p. NON-EMPLOYMENT RELATIONSHIP

The Town and the successful proposer are independent parties. Nothing contained in the Contract shall create, or be construed or deemed as creating, the relationships of principal and agent, partnership, joint venture, employer and employee, and/or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of the Contract. The successful proposer understands and agrees that it is not entitled to employee benefits, including but not limited to workers compensation and employment insurance coverage, and disability. The successful proposer shall be solely responsible for any applicable taxes.

END OF STANDARD INSTRUCTIONS TO PROPOSERS

TOWN OF SOUTH WINDSOR, CONNECTICUT

SPECIFICATIONS FOR COMMISSIONING AGENT SERVICES

I. PROJECT OVERVIEW

A. Project Background

On September 12, 2011 the South Windsor Board of Education (SWBOE) adopted the South Windsor Public Schools 2011-2014 Strategic Plan. Part of the strategic plan is to upgrade the elementary school facilities and to improve the safety, learning environments, and accessibility. On October 29, 2013 the Board of Education adopted the South Windsor Public Schools Elementary Schools Master Plan. The plan consists of three-phases for which Phase 1 (Orchard Hill Elementary School) is complete and Phase 2 (Eli Terry and Philip R. Smith Elementary Schools) is currently under construction and on schedule to open for the fall 2020 academic year.

On March 10, 2020 the Town passed referendum to proceed with Phase 3 of the Master Plan. Under Phase 3, the Pleasant Valley (PV) Elementary School will be replaced with a new facility. It will be designed and constructed with a scheduled opening date for the 2023/2024 academic year.

B. Building Description

Pleasant Valley Elementary School is located at 591 Ellington Road in South Windsor, Connecticut. The school fronts on Ellington Road to the west of the property but the parcel also contains approximately 90 linear feet of frontage on Long Hill Road to the east. Ellington Road is also known as Route 30 which is a state road. Residential properties and open space abut the southerly edge of the school proper.

In 2019 the Town purchased four parcels to the north of the school proper parcel. They were formerly owned by the Saint Francis of Assisi Church Corporation of South Windsor, Connecticut and formerly by Paul J. Burnham. The collective total acreage of the school proper parcel and four additional parcels is approximately 24-acres.

The existing building was originally constructed in 1958 with additions in 1964, 1988, and 2000. The existing building is 43,304 square feet with approximately 4,000 square feet of portable classrooms. The building is served by a 600-amp, 120/208 volt 3-phase electrical service, city water and city sewer. The building is heated with oil fired boilers.

The existing building will be replaced with a new structure on the existing site while it remains in operation. The new school will house 693 kindergarten through grade five students as well as 110 part-time pre-school students. The building area will be approximately 96,464 square feet and is within the space standard requirement of 96,819 square feet for the proposed enrollments as prescribed by the Office of School Construction Grants and Review. The estimated building area in the educational specification utilized a core factor of 1.5 for programmed area to gross square feet

(exterior wall) and uses an exterior wall factor of 5 percent.

The existing school will be vacated, abated and demolished after the new school is completed and contents have been relocated. The new building will be accompanied by new parent and bus drop offs, building parking, play areas, pedestrian circulation and all associated utilities to complete the project.

The CxA will plan, manage, perform and report on the commissioning activities, utilizing the reporting formats and standardized forms provided by the CxA whenever required. The CxA will submit deliverable report to the PBC according to a project schedule set by CxA and agreed upon by the PBC. It is important that all commissioning tasks be conducted in a transparent manner and involve the building engineer and operations staff to the greatest degree possible.

The management structure is traditional design, bid, build with full design documents and specifications developed by an architectural/engineering firm. The construction documents will be let out to bid and a construction manager at risk will be hired to complete the construction. The PBC's primary construction representative on-site will be provided by the separately contracted services of a construction manager. The commissioning authority will be hired by and report directly to the PBC.

The systems to be commissioned are those required by the CT High Performance Building regulations:

1. Heating, Ventilation, air conditioning, and refrigeration systems and associated controls
2. Lighting and day-lighting controls
3. Domestic hot water system
4. Renewable energy systems
5. Water using systems
6. Fire Protection systems
7. Energy Management system
8. Emergency Power system
9. Building envelope system

II. SCOPE OF WORK

Commissioning is required as one quality measure of the construction of the School Project in order to assure that the buildings meets the original intent of the Town's design. The proposer is free to suggest changes and improvements to this process. The following is a summary of the commissioning process and scope of work the Town requests for this project.

A. Commissioning Process during Design

The commissioning process activities completed by the commissioning authority during the design phase include:

1. Review the PBC's Project Requirements documentation for clarity and completeness.

2. Review and comment on the Basis of Design with regard to the PBC's Project Requirements.
3. Participate in one (1) Integrated Design Meeting prior to the development of contract documentation.
4. Participate in meetings design workshops and design phase meetings during the design phase.
5. Develop full commissioning specifications for all commissioned equipment. Coordinate this with the architect and engineers and integrate the commissioning specifications into the overall project specification package. The specifications shall follow the intent of ASHRAE Guideline 0-2005 *The Commissioning Process*. The commissioning specification will include a detailed description of the responsibilities of all parties, details of the commissioning process; reporting and documentation requirements (including formats), alerts to coordination issues, deficiency resolution, construction checklist and startup requirements, the functional testing process, and specific functional test requirements including testing conditions and acceptance criteria for each piece of equipment being commissioned.
6. Conduct one (1) Controls Integration Meeting during the design phase.
7. Conduct one (1) focused design review of the drawings and specifications prior to the construction documents phase. Participate in one meeting to review and discuss written design review comments.
8. Conduct one (1) focused design review of the drawings and specifications prior to the construction documents. Participate in one meeting to review and discuss written design review comments.
9. Perform the following additional commissioning design review at schematic design, design development and construction documents phase of the drawings and specifications.
10. Develop a commissioning plan encompassing the Design, Construction, Occupancy and Operations Phases.
11. Determine the commissioning requirements and activities to include in the construction documents, with review by the design team, for integration into the project's construction specifications.

B. Commissioning Process during the Construction Phase

The commissioning process activities accomplished by the commissioning authority during the construction phase include:

1. Participate in one (1) pre-bid meeting and answer commissioning related RFI's during the bidding process.
2. Participate in one (1) pre-construction meeting prior to the start of the construction phases.
3. Organize the commissioning process components and conduct a pre-bid and pre-construction meeting where the commissioning process requirements are reviewed with the commissioning team.

4. Coordinate and direct commissioning activities in a logical, sequential and efficient manner using consistent protocols, clear and regular communications and consultations with all necessary parties, frequently updated timelines, schedules, and technical expertise.
5. Perform site visits, as necessary, to observe component and system installations. Accomplish a statistical review of construction focusing on the PBC's design intent and the quality process. Attend selected planning and job-site meetings to obtain information on construction progress. Review construction-meeting minutes for revisions/substitutions relating to the PBC's design intent.
6. With necessary assistance and review from the installing contractors and A/E, develop and write construction checklists. Submit to PBC for approval.
7. Organize and conduct periodic commissioning team meetings necessary to plan, develop the scope, coordinate, schedule activities and resolve problems. Commissioning meetings will be held at a minimum on a monthly basis during the construction phase and bi-weekly during system testing.
8. Review submittals concurrent with the design professional's review.
9. Work with contractors in completing construction checklists and tracking of checklist completion.
10. Verify completion of construction checklists on a periodic basis to verify that contractor's quality process is achieving the PBC's project requirements.
11. Verify systems startup by reviewing start-up reports and by selected site observation.
12. With necessary assistance and review from installing contractors, write the functional testing procedures. Submit to A/E and PBC for review and approval.
13. Coordinate, witness, document and recommend approval of test procedure performed by installing contractors. Coordinate retesting as necessary until satisfactory performance is achieved.
14. Review the air and water systems balancing report and verify report through statistical sampling and separate field verification.
15. Maintain a master issues log and a separate testing record. Provide to the design team, construction team and PBC written progress reports and test results with recommended actions.
16. Document the correction and retesting of non-compliance items by the contractor.
17. Develop a system and energy management manual.
18. Review, recommend pre-approval, and verify the training provided by the contractors.

C. Commissioning Process during the Occupancy and Operations Phase

The commissioning process activities accomplished by the commissioning authority during the occupancy and operations phase include:

1. Schedule and verify deferred and seasonal testing by the contractor.

2. Complete the final Commissioning Process Report.
3. Return to the sites at 10 months into the 12-month warranty period. Review with facility staff the current building operation and the condition of outstanding issues related to the original and seasonal commissioning. Also interview facility staff and identify problems or concerns they have with operating the building as originally intended. Make suggestions for improvements and for recording these changes in the O&M manuals. Identify areas that may come under warranty or under the original construction contract. Assist facility staff in developing reports and documents and requests for services to remedy outstanding problems.

D. Additional Commissioning Authority Responsibilities

In addition to duties described above, the commissioning authority (CxA) will have the following responsibilities and authority:

1. Develop the commissioning specifications for these projects and submit to the architect for incorporation into the overall project documents.
2. Issue deficiency notices and verify that they have been corrected. An Issues Log will be maintained and reviewed at the commissioning meetings. Deficiencies that are not corrected in a timely manner will be reported to the PBC.

The commissioning authority (CxA) is not required to:

1. Establish design concept, design criteria, compliance with codes, design or general construction scheduling, cost estimating, or construction management. The CxA may assist with problem-solving or resolving non-conformance or deficiencies, but ultimately that responsibility resides with the construction manager at risk and the design team. The CxA will report to the PBC any deficiencies or discrepancies.
2. Issue change orders; they do review change orders for compliance with the construction documents. Non-compliances will be reported to the PBC.

III. MINIMUM AND PREFERRED QUALIFICATIONS

The successful proposer must:

- Be an independent, third-party individual or firm that is not a member of or otherwise affiliated with the designer/architect, construction manager, or otherwise affiliated with the construction team. This restriction shall not apply to the provision of owner's representative services.
- Possess certification as a commissioning authority by the Building Commissioning Association, the Association of Engineers, or, in the Town's sole judgment, a comparable certifying organization.
- Possess all relevant Connecticut licenses, including a Professional Engineer and/or S1 license.
- Possess a minimum of five (5) full years field experience as a commissioning agent.

The Town shall take into account, among other relevant considerations, the following qualifications:

- Experience as the principal commissioning authority for at least three projects of comparable size, type and scope.
- Experience in the operation and troubleshooting of HVAC systems and energy management control systems.
- Knowledge of building operation and maintenance and O&M training.
- Knowledge of national building & fire codes as well as water-based fire extinguishing systems, detection systems and alarms systems.
- Knowledge of test and balance of both air and water systems.
- Experience with energy-efficient equipment design and control strategy optimization.
- Experience with total building commissioning approach including building envelope, data and communication systems and other specialty systems.
- Experience in monitoring and analyzing system operation using energy management control system trending and stand-alone data logging equipment.
- Verbal and writing communication skills. Organization and the ability to work with both management and trade contractors.
- Experience in writing commissioning specifications.
- Membership with the Building Commissioning Association.

The required expertise for this RFP will be based on the skill and experience set of the full team submitting the proposal. A member of the proposing firm will be the designated commissioning authority and will be required to coordinate all commissioning activities. This indeed must not necessarily be the team's overall project or contract manager. The commissioning authority must have significant in-building commissioning experience, including technical and management expertise on projects of similar scope. If the commissioning authority or prime firm does not have sufficient skills to commission a specific system, the prime firm shall subcontract with a qualified party to do so. **Subcontractor proposals and qualifications shall be included and clearly designated in the response to this scope of work.**

IV. PROPOSAL FORMAT

Proposals need not be voluminous, but shall provide sufficient information to allow the PBC to evaluate the consultant's approach, experience, staff and availability.

The proposer shall include:

1. A letter of introduction, detailed resumes, and the sample work products are not included in this limit.

2. The name(s) of the individual(s) who will serve as the lead CxA for the design phase and for the construction phase of the contract.
3. Resumes for key staff and sub-consultants. The resumes shall include specific information about expertise in commissioning tasks, (e.g., design reviews, specification writing, commissioning management, troubleshooting, test writing, test execution, energy management, sustainable design, etc.).
4. A description of “relevant” experience (project phasing, life cycle costing, testing, adjusting and balancing, building simulation, IAQ, campus projects, etc.) of the proposer’s team in the following areas. List involvement of key team members.
 - a) projects similar to this one
 - b) O&M experience
 - c) energy-efficient equipment design and control strategy optimization
 - d) project and construction management
 - e) system design (specify)
 - f) troubleshooting
5. A description of the proposed approach to managing the project expertly and efficiently, including distribution of tasks, travel, and duration of which staff will be on site during what periods of time, etc. Describe how you intend to determine the appropriate level of commissioning effort for the various systems and equipment.
6. As an attachment, provide the following work products that members of the proposer’s team developed. List the team member who actually wrote the document and the projects on which they were used. Work from the designated CxA is preferred.
 - a) Commissioning plan that was executed (the process part of the plan);
 - b) An actual functional test procedure form that was executed
7. Provide **a fixed, lump sum total cost** to accomplish the work for the following phases: design, construction, occupancy and operations.

All task amounts must include associated meetings, progress reports and direct costs (travel, mileage, per diem, communications, etc.). Use the attached budget table (or a suitable equivalent) to provide a cost breakdown.
8. Provide an hourly rate for each team member for any work that may exceed the scope. For each phase, provide the percentage level of effort for each primary team member.
9. Use the budget table shown (or a suitable equivalent) to provide a cost breakdown.

END OF SPECIFICATIONS

TOWN OF SOUTH WINDSOR, CONNECTICUT

**INSURANCE REQUIREMENTS FOR
COMMISSIONING AGENT SERVICES**

RFP #2021-053

The Successful Proposer shall agree to maintain in force at all times during which services are to be performed the following coverages placed with company(ies) licensed by the State of Connecticut that have at least an "A-" VIII policyholders rating according to Best Publication's latest edition Key Rating Guide.

		(Minimum Limits)
General Liability*	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
Auto Liability*	Combined Single Limit	
	Each Accident	\$1,000,000
Professional Liability	Each Claim or Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Umbrella* (Excess Liability)	Each Occurrence	\$5,000,000
	Aggregate	\$5,000,000

* "The Town of South Windsor" shall be named as "Additional Insured". Coverage is to be provided on a primary, noncontributory basis.

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of the contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Workers' Compensation and Employers' Liability	WC Statutory Limits	
	EL Each Accident	\$100,000
	EL Disease Each Employee	\$100,000
	EL Disease Policy Limit	\$500,000

Original, completed Certificates of Insurance must be presented to the Town prior to purchase order/contract issuance. The Successful Proposer agrees to provide replacement/renewal certificates at least 60 days prior to the expiration of any policy. Should any of the above described policies be cancelled before the expiration date, written notice must be given to the Town 30 days prior to cancellation.

END OF INSURANCE REQUIREMENTS

TOWN OF SOUTH WINDSOR, CONNECTICUT

PROPOSAL FORM

Pleasant Valley Elementary School

PROPOSER'S FULL LEGAL NAME: _____

PRICE PROPOSAL

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 products and/or services called for in the RFP. Except as otherwise expressly stated in the RFP, no additional payment of any kind will be made for the products and/or services called for in the RFP.

Exhibit 1: Commissioning Firm Experience
 FILL OUT A SEPARATE FORM FOR EACH FIRM ON THE TEAM INCLUDING SUB-CONSULTANTS

Company Name	Contact Person	Title
Address	City	State
		Zip/Postal Code
Telephone	Fax	E-Mail

Description of Business

Commissioning Activities

Percentage of overall business devoted to commissioning _____%

How long has the firm offered commissioning services _____years

Average number of commissioning projects performed each year: _____ projects

Number of registered engineers on staff who have directed commissioning projects:

The firm has provided commissioning services in the following: (check all that apply)

<u>Building Sector</u>	New Construction Major Renovation	Existing Building Retro/Re	Equipment Replacement
Office or retail	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Schools/Educational Facilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hospitals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Assisted Living	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Laboratories	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Multi Family	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Industrial / Manufacturing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Special purpose—prisons, museums, libraries, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other; Describe	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Exhibit 2: Commissioning Task Experience for Similar Projects
 FILL OUT A SEPARATE FORM FOR EACH FIRM ON THE TEAM INCLUDING SUB-CONSULTANTS

Project (Name, Date, Bldg. Size, Type, new or existing)	
PBC CONTACT (Title, City, State, and Phone)	
Name & Role of Persons(s) Assigned to Project by Firm (identify any sub-consultants)	

	Task	✓	Comments
Commissioning	Developed PBC's Project Requirements		
	Wrote commissioning plan		
	Wrote commissioning specs		
	Wrote construction checklists		
	Wrote functional test procedures		
	Witnessed and documented functional tests		
	Performed functional tests (hands-on)		
	Wrote systems manual		
	Used data loggers or EMS trend logs for testing		
	Developed or approved staff training		
	Reviewed completed O&M manuals		
Management	Commissioning provider was part of the firm		
	Supervised a sub-consultant commissioning provider to our firm.		
	Worked with a commissioning provider hired by others		

	✓	System or Equipment
Commissioning Tasks Performed	<input type="checkbox"/>	Central building automation system
	<input type="checkbox"/>	All equipment of the heating, ventilating and air conditioning systems
	<input type="checkbox"/>	Enhanced Filtration Units
	<input type="checkbox"/>	Scheduled or occupancy sensor lighting controls
	<input type="checkbox"/>	Daylight dimming controls
	<input type="checkbox"/>	Refrigeration systems
	<input type="checkbox"/>	Emergency power generators and automatic transfer switching
	<input type="checkbox"/>	Uninterruptible power supply systems
	<input type="checkbox"/>	Life safety systems (fire alarm, egress pressurization, fire protection)
	<input type="checkbox"/>	Electrical (service switchgear, switchboards, distribution panels, transformers, motor control centers, power monitoring and metering, transient voltage surge suppressors, variable speed drives, grounding and ground fault systems, over current protective devices, low voltage busway, thermographic survey, white sound system).
	<input type="checkbox"/>	Domestic and process water pumping and mixing systems
	<input type="checkbox"/>	Equipment sound control systems and testing
	<input type="checkbox"/>	Data and communication
	<input type="checkbox"/>	Paging systems
	<input type="checkbox"/>	Security system
	<input type="checkbox"/>	Irrigation
	<input type="checkbox"/>	Plumbing
	<input type="checkbox"/>	Vertical transport
	<input type="checkbox"/>	Building envelope including the different types of curtain wall assemblies (specify roofing, windows and doors, construction joints, etc.), Exterior Wall assemblies
	<input type="checkbox"/>	Sustainability features
	<input type="checkbox"/>	Effluent decontamination systems
<input type="checkbox"/>	Process instrumentation and controls	
	<input type="checkbox"/>	Other: Describe as an attachment to this exhibit

Exhibit 3: Pricing Table

Task	Cost (\$)
Design Phase	
1. Reviews of Design, OPR & BOD	_____
2. Design Phase Meetings (Quantity of meetings _____)	_____
3. Commissioning plan, specification development	_____
4. Other	_____
Subtotal	_____
 Construction Phase	
1. Submittal reviews	_____
2. Checklist and Functional test writing	_____
3. Field Reviews-Checklists & Startups (# of Site Visits _____)	_____
4. Construction Phase Meetings (Quantity of Meetings _____)	_____
4. Functional test execution and documentation	_____
5. O&M manual review and training review	_____
6. Compilation of commissioning record	_____
7. Systems manual development	_____
8. Other	_____
Subtotal	_____
 Occupancy and Operations	
1. Seasonal testing	_____
2. Near-warranty end review	_____
3. Other	_____
4. Other	_____
Subtotal	_____
Total	_____

REQUIRED DISCLOSURES

[These disclosures will vary from procurement effort to procurement effort – some may be deleted, others may be added. For example only, an RFP for tax and sewer lien assignments can safely delete the second item regarding the State debarment list; may delete – or modify – the item regarding litigation (given that the assignors of these liens are naturally involved in litigation – i.e., foreclosure of the liens they buy); and have added a disclosure concerning any interest in the subject properties held by the proposer or any of its principals, officers or agents. Thus, the Town should look at these disclosures in each instance and make appropriate deletions and/or additions.]

1. Exceptions to/Clarifications of/Modifications of the RFP

_____ This proposal does not take exception to or seek to clarify or modify any requirement of the RFP, including but not only any of the Contract Terms set forth in Section 25 of the Standard Instructions to Proposers. **The proposer agrees to each and every requirement, term, provision and condition of this RFP.**

OR

_____ This proposal takes exception(s) to and/or seeks to clarify or modify certain of the RFP requirements, including but not only the following Contract Terms set forth in Section 25 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 (current or former, 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 (current or former, 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 (current or former, 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.

END OF PROPOSAL FORM

TOWN OF SOUTH WINDSOR, 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)

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

END OF LEGAL STATUS DISCLOSURE FORM

TOWN OF SOUTH WINDSOR, CONNECTICUT

PROPOSER'S NON COLLUSION AFFIDAVIT FORM

PROPOSAL FOR:

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

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

The undersigned proposer further certifies that this affidavit is executed for the purpose of inducing the Town of South Windsor 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 _____, 201__.

Notary Public
My Commission Expires:

END OF NON COLLUSION AFFIDAVIT FORM

TOWN OF SOUTH WINDSOR, CONNECTICUT

[DESCRIBE SUBJECT MATTER OF PROPOSAL]

PROPOSER'S STATEMENT OF REFERENCES FORM

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 FORM