TOWN OF CHESHIRE, CONNECTICUT

REQUEST FOR PROPOSALS
1819-03

Design of Lavatory Improvements
At Doolittle School
The Town of Cheshire will receive sealed proposals for the design of lavatory improvements at the Doolittle School until 2:30 PM on August 24, 2018. At that time proposals will be opened in public and read aloud.

The documents comprising the Request for Proposals may be obtained on the Town’s website, www.cheshirect.org, under “Bids and Requests for Proposals.”

An optional pre-proposal walk-through will be conducted on August 15, 2018 at 11:00 AM at Doolittle School, 735 Cornwall Avenue.

The Town of Cheshire reserves the rights to amend or terminate this Request for Proposals, accept all or any part of a proposal, reject all proposals, waive any informalities or non-material deficiencies in a proposal, and award the proposal to the proposer that, in the Town’s judgment, will be in the Town’s best interests.
TOWN OF CHESHIRE, CONNECTICUT

REQUEST FOR PROPOSALS FOR
DESIGN FOR LAVATORY IMPROVEMENTS AT DOOLITTLE SCHOOL

Proposal Number:   1819-03
Proposal Opening Date:    August 24, 2018
Proposal Opening Time:    2:30 PM
Proposal Opening Place:  Cheshire Town Hall, Conference Room 207

*******************************************************************************
The Town of Cheshire is soliciting proposals for the design, bidding and construction
administration for Lavatory Improvements at Doolittle School.

One (1) original, three (3) hardcopies, and one (1) electronic copy (memory stick) of sealed
proposals must be received in the Cheshire Town Hall, Department of Public Works and
Engineering, Room 213, 84 South Main Street, Cheshire, CT 06410 by the date and time noted
above. The Town of Cheshire (the “Town”) will not accept submissions by e-mail or fax. The
Town will reject proposals received after the date and time noted above.

The documents comprising this Request for Proposals will be on the Town’s website,
www.cheshirect.org, under “Bids and Requests for Proposals.” Each proposer is responsible for
checking the Town’s 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.

Proposals must be held firm and cannot be withdrawn for sixty (60) calendar days after the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 proposer that, in the Town’s judgment, will be in the
Town’s best interests.

This Request for Proposals (“RFP”) includes:
-   Standard Instructions to Proposers
-   Specifications
-   Insurance Requirements
-   Proposal Form
-   Proposer’s Legal Status Disclosure
-   Proposer’s Certification Concerning Equal Employment Opportunities and Affirmative
    Action Policy
-   Proposer’s Non Collusion Affidavit
-   Proposer’s Statement of References
-   Addenda, if any
-   The Contract in the form attached

- 1 -
1. **INTRODUCTION**

The Town of Cheshire (the “Town”) is soliciting proposals for the design, bidding and construction administration for Lavatory Improvements at Doolittle School. 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 a proposal 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.cheshirect.org, under “Bids and Requests for Proposals.” **Each proposer is responsible for checking the Town’s 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.**

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

3. **KEY DATES**

Optional Pre-Proposal Conference or Site Visit: August 15, 2018 @ 11:00 AM at Doolittle School, 735 Cornwall Avenue, Cheshire. This site visit is optional, however this is the only time you will have the opportunity to observe the existing conditions.

Proposal Opening: August 24, 2018 @ 2:30 PM
Preliminary Notice of Award: September 12, 2018
Contract Execution: October 1, 2018

The Preliminary Notice of Award 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.cheshirect.org, under “Bids and Requests for Proposals.”

5. **PROPOSAL SUBMISSION INSTRUCTIONS**

Proposals must be received in the Cheshire Town Hall, Department of Public Works and Engineering, Room 213, 84 South Main Street, Cheshire, CT 06410 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, three (3) hardcopies, and one (1) electronic copy (memory stick) of all proposal documents 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 states 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 time and date the proposals are scheduled to be opened. Proposals are considered valid, and may not be withdrawn, cancelled or modified, for sixty (60) days after the opening date, to give the 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 and procedures applicable to this RFP are to be submitted in writing (including by e-mail or fax) and directed **only to**:

Name: Louis Zullo
Department: Town Manager’s Office
E-mail: LZullo@cheshirect.org
Questions concerning this RFP’s Specifications are to be submitted in writing (including by e-mail or fax) and directed only to:
Name: George Noewatne
Department: Public Works
E-mail: GNoewatne@cheshirect.org
Fax: 203-271-6659

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 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 on the Town’s website, www.cheshirect.org, under “Bids and Requests for Proposals.” 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**

In its Proposal Form each proposer must disclose, if applicable:

- Its inability or unwillingness to meet any requirement of this RFP, including but not only any of the Contract Terms contained in Section 26, below;

- If it is listed on the State of Connecticut’s Debarment List;

- If it is ineligible, pursuant to Conn. Gen. Stat. § 31-57b, to be awarded the Contract because of occupational safety and health law violations;

- All resolved and pending arbitrations and litigation matters in which the proposer or any of its principals (regardless of place of employment) has been involved within the last ten (10) years;

- All criminal proceedings in which the proposer or any of its principals (regardless of place of employment) has ever been the subject; and

- Each instance in which it or any of its principals (regardless of place of employment) has 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.

A proposer’s acceptability based on these 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.

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 performance of the work described herein.

By submitting a proposal, each proposer represents that it has thoroughly examined and become familiar with the scope of work outlined in this RFP, and it is capable of performing the work 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 #066-001971. Exemption from State sales tax per Conn. Gen. Stat. Chapter 219, § 12-412(1). No exemption certificates are required, and none will be issued.

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 any required insurance policy.
19. **PERFORMANCE SECURITY**  
*This item is not applicable to this RFP*

20. **DELIVERY ARRANGEMENTS**

The successful proposer shall deliver the items that are the subject of the RFP, at its sole cost and expense, to the location(s) listed in the Specifications.

21. **AWARD CRITERIA; SELECTION; CONTRACT EXECUTION**

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

The 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 accept the proposal that, all things considered, the Town determines is in its best interests. Although price will be an important factor in most RFPs, it will not be the only basis for award. Due consideration may also be given to a proposer’s experience, references, service, ability to respond promptly to requests, past performance, and other criteria relevant to the Town’s interests, including compliance with the procedural requirements stated in this RFP.

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.

If the lowest proposer meets all specifications, is responsive, and, if applicable, qualified, but the proposal is not acceptable to the Town Manager or, if applicable, the Public Building Commission or the Board of Education, the matter must be referred to the Town Council for its decision on whether to reject all proposals, to accept a higher proposal, or to take such other action as may be in the Town’s best interests.

The Town will select the proposal that it deems to be in the Town’s best interest and issue a Preliminary Notice of Award to the successful proposer. The award may be subject to further discussions with the proposer. The making of a preliminary award to a proposer does not provide the proposer with any rights and does not impose upon the 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.

- 6 -
If the proposer does not execute the Contract within ten (10) business days of the date of the Preliminary Notice of Award, unless extended by the Town, the Town may call any proposal security provided by the proposer and may enter into discussions with another proposer.

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

22. **AFFIRMATIVE ACTION, AND EQUAL OPPORTUNITY**

Each proposer must submit a completed Proposer’s Certification Concerning Equal Employment Opportunities and Affirmative Action Policy form included with this RFP. Proposers with fewer than ten (10) employees should indicate that fact on the form and return the form with their proposals.

23. **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 a copy of the requisite certificate of compliance set forth in § 12-430(7)(E). 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.

24. **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, which obligations shall survive the termination or expiration of the Contract.

25. **NON COLLUSION AFFIDAVIT**

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

26. **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 any of these Contract Terms, the proposer must disclose that inability or unwillingness in its Proposal Form (see Section 11 of these Standard Instructions to Proposers):

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, which obligations shall survive the termination or expiration of this RFP and 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. **W-9 FORM**

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

d. **PAYMENTS**

Proposers are encouraged to offer discounts for early payment. All other payments are to be made 30 days after the appropriate Town employee receives and approves the invoice, unless otherwise specified in the Specifications.

Each payment application or invoice shall be accompanied by a statement showing the status of all pending change orders, pending change directives and approved changes to the Contract. Such statement shall identify the pending change orders and pending change directives, and shall include the date such change orders and change directives were initiated, additional cost and/or time associated with their performance and a description of any work completed. The successful proposer shall require each of its subcontractors and suppliers to include a similar statement with each of their payment applications or invoices.

e. **TOWN INSPECTION OF WORK**

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

f. **REJECTED WORK OR MATERIALS**

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

g. **MAINTENANCE AND AVAILABILITY OF RECORDS**

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

h. **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).

i. **PREVAILING WAGES**  *THIS ITEM IS NOT APPLICABLE TO THIS RFP*

j. **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 New Haven 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.

k. **WORKERS COMPENSATION**

Prior to Contract execution, the Town will require the tentative successful proposer to provide 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.
I. SAFETY

The successful proposer and each of its permitted subcontractors shall furnish proof that each employee performing the work of a mechanic, laborer or worker under the Contract has completed a course of at least ten (10) hours in construction safety and health approved by the federal Occupational Safety and Health Administration or has completed a new miner training program approved by the Federal Mine Safety and Health Administration. Such proof shall be provided with the certified payroll submitted for the first week each such employee, mechanic, laborer, or worker begins work under the Contract.

m. 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 work described in the Contract.

n. 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.

o. AMENDMENTS

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

p. ENTIRE AGREEMENT

It is expressly understood and agreed that the Contract contains the entire agreement between the parties, and that the parties are not, and shall not be, bound by any stipulations, representations, agreements or promises, oral or otherwise, not printed or inserted in the Contract or its attached exhibits.

q. VALIDITY

The invalidity of one or more of the phrases, sentences or clauses contained in the Contract shall not affect the remaining portions so long as the material purposes of the Contract can be determined and effectuated.

r. CONNECTICUT LAW AND COURTS

The Contract shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut, and the parties irrevocably submit in any
suit, action or proceeding arising out of the Contract to the jurisdiction of the United States District Court for the District of Connecticut or of any court of the State of Connecticut, as applicable.

s. NON-EMPLOYMENT RELATIONSHIP

The 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
Background and Scope of Services
The Town of Cheshire is seeking proposals from qualifying firms to provide designs services to upgrade the various aged lavatories in the Cheshire Public School buildings. It is anticipated that the eventual scope of work will include, but is not limited to, the following:

- A comprehensive review of each of the lavatories in the district’s school buildings. The review is to identify the scope of needed upgrades including replacing plumbing, fixtures, partitions, flooring, etc.; improving the aesthetics and functionality of each lavatory; building code compliance and ADA conformance.
- Schematic designs of the upgrades required for each lavatory.
- Detailed Estimates of Probable Costs for the upgrades needed for each lavatory.
- Prioritization of the lavatories that need upgrades. The Town has limited funding appropriated for this project and intends to make upgrades on a worst-first basis on a multi-year basis. (Please see Funding explanation below).

School Building Locations
Doolittle Elementary School, 735 Cornwall Avenue, is the specific building for this RFP

Following is a list of the school district’s six other main buildings. It is anticipated that lavatories in these schools will need improvements in the future, but they are not part of this RFP.

1. Chapman Elementary School - 38 Country Club Road
2. Darcey School – 1686 Waterbury Road
3. Cheshire High School - 525 South Main Street
4. Humiston School/Central Office – 30 Spring Street
5. Dodd Middle School - 100 Park Place
6. Highland Elementary School - 490 Highland Avenue

Cost Proposal Requirements
Cost proposals are requested for the following potential phases of this project:

2. BIDDING PHASE: Bid Documents, Preparation, Bidding Review, and Contractor Recommendation
3. CONSTRUCTION ADMINISTRATION: Construction Administration Services

Interested proposers will be expected to attend site meetings as needed as well as several evening meetings with members of the Public Building Commission responsible for oversight of this project as well and potentially our Town Council in order to obtain requisite approvals.

Requirements to Consider for Pricing of Various Phases:
The design professional will be required to:
1. Attend meetings with the committee, user members, facility staff and others to fully develop the requirements for the design.
2. Attend a minimum of three (3) Public Building and/or Town Council meetings to present the design and answer questions.
3. Attend a maximum of five (5) Public Building Commission meetings for the duration of design and construction.
4. Attend bi-weekly project meetings during construction.
5. Attend the meetings required to obtain all permits and approvals. This may include, but are not limited to:
   a. Building Official review
   b. Fire Marshall review
6. The design must conform to all applicable international/national and Connecticut Building Codes, the NFPA code, ADA criteria, and all other governing codes required to obtain a building permit.
7. The designer will be required to coordinate and assist with obtaining any available grants and rebates, including energy rebate programs.
8. The designer will supply all AIA contracts, general conditions, change order forms, payment requisitions, and other administrative documents as part of the bid package.
9. As part of the bidding phase, the designer will develop bid documents (plans and specifications), attend a pre-bid meeting with contractors, respond to RFI’s, and evaluate bids that are received for completeness as well as the contractor’s ability to perform the work.
10. As part of construction administration, the designer will have a representative on site during critical activities, respond to RFI’s, attend bi-weekly project meetings, review and approve contractor requisitions and change orders, and review as-built documents.

**Funding**
The Town of Cheshire has approximately $250,000.00 available for these lavatory improvements, inclusive of the fees to be paid for design work as requested in this Request for Proposals.

The Town of Cheshire and the Cheshire Public Schools are willing and able to pursue grant opportunities related to this project including School Construction Grants administered by the Office of School Facilities. Interested proposers would be expected to provide assistance, document preparation, etc. as needed, in the pursuit of any related grant submissions.

**Project Timeline**
Construction will likely take place in the summer of 2019, subject to approval of the design by the PBC and Cheshire Town Council.

The Public Building Commission will require a final design and construction cost estimate by December 31, 2018.

**END OF SPECIFICATIONS**
The successful bidder agrees to maintain in force at all times during the Contract the following coverages placed with company(ies) licensed by the State of Connecticut which have at least an “A-” VIII policyholders rating according to Best Publication’s latest edition Key Rating Guide.

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Each Occurrence</th>
<th>General Aggregate</th>
<th>Products/Completed Operations Aggregate</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Liability*</td>
<td>1,000,000</td>
<td>2,000,000</td>
<td>2,000,000</td>
</tr>
<tr>
<td>Auto Liability*</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Each Accident</td>
<td>$1,000,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Umbrella*</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Excess Liability)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aggregate</td>
<td>$1,000,000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* The Town of Cheshire shall be named as “Additional Insured.” Coverage is to be provided on a primary, noncontributory basis. Waiver of subrogation must be provided.

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 WC Statutory Limits

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Each Accident</th>
<th>EL Disease Each Employee</th>
<th>EL Disease Policy Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employers’ Liability</td>
<td>$100,000</td>
<td>$100,000</td>
<td>$500,000</td>
</tr>
</tbody>
</table>

Original, completed Certificates of Insurance must be presented to the Town prior to Contract execution. The successful bidder agrees to provide replacement/renewal certificates at least 60 days prior to the expiration of the policy. Should any of the above described policies be cancelled before the expiration date, written notice must be given to the Town thirty (30) days prior to cancellation.

**END OF INSURANCE REQUIREMENTS**
PROPOSER’S FULL LEGAL NAME: ________________________________________________

Pursuant to and in full compliance with the RFP, the undersigned proposer, having visited the site or property if applicable, and having thoroughly examined each and every document comprising the RFP, including any addenda, hereby offers and agrees as follows:

To provide the products and/or services specified in, and upon the terms and conditions of, the RFP for the total sum of

A: Design

__________________________________________/100 Dollars

(write out in words)

($__________________).

A: Bidding Phase

__________________________________________/100 Dollars

(write out in words)

($__________________).

A: Construction Administration

__________________________________________/100 Dollars

(write out in words)

($__________________).

ACKNOWLEDGEMENT

In submitting this Proposal Form, the undersigned proposer acknowledges that the price(s) include all labor, materials, transportation, hauling, overhead, fees and insurances, bonds or letters of credit, profit, security, permits and licenses, and all other costs to cover the completed work called for in the RFP. Except as otherwise expressly stated in the RFP, no additional payment of any kind will be made for work accomplished under the price(s) as proposed.
REQUIRED DISCLOSURES

1. **Exceptions to the RFP**

   ______ This proposal does not take exception to any requirement of the RFP, including but not only any of the Contract Terms set forth in Section 26 of the Standard Instructions to Proposers.

   OR

   ______ This proposal takes exception(s) to certain of the RFP requirements, including but not only the following Contract Terms set forth in Section 26 of the Standard Instructions to Proposers. **Attached is a sheet fully describing each such exception.**

2. **State Debarment List**

   Is the proposer on the State of Connecticut’s Debarment List?

   ______ Yes

   ______ No

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

   Has the proposer or any firm, corporation, partnership or association in which it has an interest (1) been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the proposal (provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction) or (2) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the proposal?

   ______ Yes \ If “yes,” attach a sheet fully describing each such matter.

   ______ No

4. **Arbitration/Litigation**

   Has either the proposer or any of its principals (regardless of place of employment) been involved for the most recent ten (10) years in any resolved or pending arbitration or litigation?
5. **Criminal Proceedings**
Has the proposer or any of its principals (regardless of place of employment) ever been the subject of any criminal proceedings?

- [ ] Yes       If “yes,” attach a sheet fully describing each such matter.
- [ ] No

6. **Ethics and Offenses in Public Projects or Contracts**
Has either the proposer or any of its principals (regardless of place of employment) ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of proposals or bids or the performance of work on public works projects or contracts?

- [ ] Yes       If “yes,” attach a sheet fully describing each such matter.
- [ ] No

**NOTE:** THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID PROPOSAL, MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE PROPOSAL. SUCH SIGNATURE CONSTITUTES THE PROPOSER’S REPRESENTATIONS THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT COMPROMISING THE RFP, UNLESS AN EXCEPTION IS DESCRIBED ABOVE.

BY __________________________________ TITLE: _________________________________
(PUT NAME)

________________________________________ DATE: _____________________________
(SIGNATURE)

PHONE: __________________________ Email: _________________________________

END OF PROPOSAL FORM
TOWN OF CHESHIRE, 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)

Email 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)

Email 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)

Email 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

<table>
<thead>
<tr>
<th>Name &amp; Title (if any)</th>
<th>Residential Address (street only)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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
I/we, the proposer, certify that:

1) I/we are in compliance with the equal opportunity clause as set forth in Connecticut state law (Executive Order No. Three, http://www.cslib.org/exeorder3.htm).

2) I/we do not maintain segregated facilities.

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

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

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

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

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

8) I/we (check one):
   _____ have an Affirmative Action Program, or
   _____ employ 10 people or fewer.

_________________________________  ____________________________________
Legal Name of Proposer               (signature)
Proposer’s Representative, Duly Authorized

____________________________________
Name of Proposer’s Authorized Representative

____________________________________
Title of Proposer’s Authorized Representative

____________________________________
Date
TOWN OF CHESHIRE, CONNECTICUT

DESIGN RFP FOR LAVATORY IMPROVEMENTS AT DOOLITTLE SCHOOL
PROPOSAL #1819-03

PROPOSER’S NON COLLUSION AFFIDAVIT

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 Cheshire 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 Cheshire to consider its proposal and make an award in accordance therewith.

_________________________________  _____________________________________
Legal Name of Proposer     (signature)
Proposer’s Representative, Duly Authorized

_____________________________________
Name of Proposer’s Authorized Representative

_____________________________________
Title of Proposer’s Authorized Representative

_____________________________________
Date

Subscribed and sworn to before me this _______ day of _____________________, 20___.

_____________________________________
Notary Public
My Commission Expires: 
TOWN OF CHESHIRE, CONNECTICUT

DESIGN RFP FOR LAVATORY IMPROVEMENTS AT DOOLITTLE SCHOOL
PROPOSAL #1819-03

PROPOSER’S STATEMENT OF REFERENCES

Provide at least three (3) references:

1. BUSINESS NAME________________________________________________________
   ADDRESS_______________________________________________________________
   CITY, STATE____________________________________________________________
   TELEPHONE:____________________________________________________________
   INDIVIDUAL CONTACT NAME AND POSITION
   ______________________________________________________________________

2. BUSINESS NAME________________________________________________________
   ADDRESS_______________________________________________________________
   CITY, STATE____________________________________________________________
   TELEPHONE:____________________________________________________________
   INDIVIDUAL CONTACT NAME AND POSITION
   ______________________________________________________________________

3. BUSINESS NAME________________________________________________________
   ADDRESS_______________________________________________________________
   CITY, STATE____________________________________________________________
   TELEPHONE:____________________________________________________________
   INDIVIDUAL CONTACT NAME AND POSITION
   ______________________________________________________________________

END OF STATEMENT OF REFERENCES
This Contract is made as of the _____ day of __________, 20___ (the “Effective Date”), by
and between the Town of Cheshire, 84 South Main Street, Cheshire, Connecticut, a municipal
corporation organized and existing under the laws of the State of Connecticut (the “Town”), and
[name and address of successful proposer] (the “Contracting Party”).

RECITALS:

WHEREAS, the Town has issued a Request for Proposals for Design for Lavatory
Improvements in the Cheshire Public Schools, Proposal #1819-03 (the “RFP”), a copy of which,
along with any addenda, is attached as Exhibit A;

WHEREAS, the Contracting Party submitted a proposal to the Town dated
_________________ (the “Proposal”), a copy of which is attached as Exhibit B;

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

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

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

1. Work: The Contracting Party agrees to perform the Work described more fully in
the attached Exhibits A and B (collectively, the “Work”).

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

2. Term:

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

4. Price and Payment:

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

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

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

   If to the Town: George Noewatne, Director of Public Works and Engineering
   84 South Main Street, Cheshire CT 06410
   203-271-6659
   GNoewatne@CheshireCT.org

   If to the Contracting Party:
   Name:
   Address:
   Fax:
   Email:

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

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

TOWN OF CHESHIRE
By ______________________________
   Sean Kimball
   Its Town Manager, Duly Authorized
   Date: __________________

[CONTRACTING PARTY LEGAL NAME]

By ______________________________
   Its______________, Duly Authorized
   Date: __________________