TOWN OF CHESHIRE, CT

REQUEST FOR PROPOSALS FOR A
DESIGN PROFESSIONAL FOR LOCKER ROOM AND HVAC
IMPROVEMENTS AT THE POLICE STATION

April 15, 2020

PROPOSAL #1920-24
LEGAL NOTICE

TOWN OF CHESHIRE

REQUEST FOR PROPOSALS FOR A DESIGN PROFESSIONAL FOR LOCKER ROOM AND HVAC IMPROVEMENTS AT THE POLICE STATION

PROPOSAL #1920-24

April 15, 2020

The Town of Cheshire will receive sealed proposals for a Design Professional until May 6, 2020 at 2:00 PM. At that time proposals will be acknowledged to be received in public.

An optional site visit will be held at the Cheshire Police Station, 500 Highland Avenue, on April 22, 2020 at 10:00 AM. A limited tour will be conducted in small groups at that time. Please confirm attendance at least 24 hours in advance by calling 203/271-6650.

The documents comprising the Request for Proposals may be obtained from the Town’s website at www.cheshirect.org/bids-and-rfps/.

The Town of Cheshire reserves the rights to amend or terminate this Request for Proposals, accept all or any part of a propose, reject all proposals, waive any informalities or non-material deficiencies in a propose, and award the proposal to the proposer who, in the Town’s judgment, will be in the Town’s best interests with price and all other factors considered.
TOWN OF CHESIRE, CT

REQUEST FOR PROPOSALS FOR
DESIGN PROFESSIONAL FOR LOCKER AND HVAC IMPROVEMENTS AT THE POLICE STATION

Proposal Number: #1920-24
Optional Site Visit: April 22, 2020, 10:00 AM
Proposal Opening Date: May 6, 2020
Proposal Opening Time: 2:00 PM
Proposal Opening Place: Town Hall, 84 South Main Street, Cheshire, CT

The Town of Cheshire is seeking proposals for a DESIGN PROFESSIONAL as detailed in the “Specifications” section.

One (1) original and two (2) copies of sealed proposals must be received at the Town of Cheshire, 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 may be obtained from the Town’s website under “Bids and Requests for Proposals”, at www.cheshirect.org/bids-and-rfps/ Each proposer is responsible for checking the Town’s website to determine if the Town have issued any addenda and, if so, to complete its proposal 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 proposer who, in the Town’s judgment, will be in the Town’s best interests.

This Request for Proposals 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
TOWN OF CHESHIRE, CONNECTICUT

REQUEST FOR PROPOSALS FOR
DESIGN PROFESSIONAL FOR LOCKER AND HVAC IMPROVEMENTS AT THE POLICE STATION
PROPOSAL #19171820-24

STANDARD INSTRUCTIONS TO PROPOSERS

1. INTRODUCTION

The Town of Cheshire (the “Town”) is soliciting proposals for a DESIGN PROFESSIONAL as detailed in the Specifications section. This Request for Proposals 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 Request for Proposals. Proposers are prohibited from contacting any Town or Town employee, officer or official concerning this Request for Proposals, 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 Request for Proposals, these Standard Instructions to Proposers shall prevail.

2. RIGHT TO AMEND OR TERMINATE THE REQUEST FOR PROPOSALS OR CONTRACT

The Town may, before or after proposal opening and in its sole discretion, clarify, modify, amend or terminate this Request for Proposals if the Town determine it is in the Town’s best interest. Any such action shall be effected by a posting on the Town’s website under “Bids and Requests for Proposals (RFPs)” at www.cheshirect.org/bids-and-rfps/. 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 Request for Proposals as modified by the addenda.

3. KEY DATES

Optional Site Visit Meeting: April 22, 2020 @ 10:00 AM
Police Station, 500 Highland Avenue
Proposal Opening: May 6, 2020 at 2:00 PM
Preliminary Notice of Award: May 29, 2020
Contract Execution: June 5, 2020
The Preliminary Notice of Award and Contract Execution dates are anticipated, not certain, dates.

4. OBTAINING THE REQUEST FOR PROPOSALS

All documents that are a part of this proposal may be obtained from the Cheshire Public Town’s website on the Central Office, Management Services page under “Bids and Requests for Proposals
5. **PROPOSAL SUBMISSION INSTRUCTIONS**

Proposals must be received in the Department of Public Works and Engineering, Town of Cheshire, 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 and two (2) copies 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 open 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 Request for Proposals. 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 receive 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 Request for Proposals.

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  
**Fax:** 203-271-6639

Questions concerning this RFP’s Specifications are to be submitted **in writing** (including by e-mail or fax) and directed **only to**:
Proposers are prohibited from contacting any other Town or Town employee, officer or official concerning this Request for Proposals. 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 Request for Proposals 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 under “Bids and Requests for Proposals”, at www.cheshirect.org/bids-and-rfps/. 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 Request for Proposals 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 Request for Proposals, 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 Request for Proposals, including but not only any of the Contract Terms contained in Section 27, 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 Request for Proposals.

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 SECURITY**  
   Not applicable

15. **PRESUMPTION OF PROPOSER’S FULL KNOWLEDGE**

Each proposer is responsible for having read and understood each document in this Request for Proposals and any addenda issued by the Town. A proposer’s failure to have reviewed all information that is part of or applicable to this Request for Proposals, 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 Request for Proposals 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 Request for Proposals, 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**  
   Not applicable

The proposer must attach detailed information concerning deviations from any name brands specified in the RFP and explain in detail how the substitution compares with the name brand’s specifications. The Town in its sole discretion shall decide whether the substitution is acceptable.

17. **TAX EXEMPTIONS**  
   Not applicable

The Schools are exempt from state sales and use tax per Conn. Gen. Stat. § 12-412. Proposers shall avail themselves of this exemption.

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 Request for Proposals. The Town reserves the right to request from the successful proposer a complete, certified copy of any required insurance policy.

19. **PERFORMANCE SECURITY**  
   Not applicable

20. **DELIVERY ARRANGEMENTS**  
   Not applicable
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 Request for Proposals. 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 Request for Proposals 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 Invitation to Proposals, it will not be the only basis for award. Due consideration may also be given to the overall solution proposed, technical specifications and merits of the proposed solution, 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 Request for Proposals.

The Town will not award the proposal to any business 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 Board of Education or the Town of Cheshire, the matter must be referred to the Town Counsel 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.**

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. CONSTRUCTION PERIOD  
Not applicable

23. 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 Request for Proposals. Proposers with fewer than ten (10) employees should indicate that fact on the form and return the form with their proposals.

24. NONRESIDENT REAL PROPERTY CONTRACTORS  
Not applicable

25. 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.

26. NON COLLUSION AFFIDAVIT

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

27. 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 Request for Proposals 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 Request for Proposals 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.

Conn. Gen. Stat. § 49-41a(a) requires that, for construction contracts exceeding $100,000, the contractor (1) promptly pay its subcontractors or suppliers within 30 days of receipt of payment from the owner, and (2) include in its subcontracts a requirement that the subcontractor promptly pay its sub-subcontractors and suppliers within 30 days of receipt of payment from the general contractor. Further, Conn. Gen. Stat. § 49-41a(b) requires that, for such contracts, each payment requisition be accompanied by “a statement showing the status of all pending construction change orders, other pending change directives and approved changes to the original contract or subcontract.” The statement “shall identify the pending construction change orders and other pending change directives, and shall include the date such change orders and directives were initiated, the costs associated with their performance and a description of any work completed.”

“In each of its contracts with subcontractors or materials suppliers, the successful proposer shall agree to pay any amounts due for labor performed or materials furnished not later than thirty (30) days after the date the successful proposer receives payment from the Schools that encompasses the labor performed or materials furnished by such subcontractor or material supplier. The successful proposer shall also require in each of its contracts with subcontractors that such subcontractor shall, within thirty (30) days of receipt of payment from the successful proposer, pay any amounts due any sub-subcontractor or material supplier, whether for labor performed or materials furnished.

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

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 Request for Proposals 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  
   Not applicable

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.

l. SAFETY  
   Not applicable

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.
TOWN OF CHESHIRE
REQUEST FOR PROPOSALS FOR DESIGN PROFESSIONAL FOR LOCKER AND HVAC IMPROVEMENTS AT THE POLICE STATION
PROPOSAL #19171820-24

SPECIFICATIONS

Scope of Service
The Town of Cheshire is seeking proposals from qualified firms to provide design services for a project to make improvements to the existing locker rooms and the HVAC system at the Cheshire Police Station. The purpose is to provide design services (including an estimate suitable for referendum), bidding services, and construction administration services in developing and implementing a coordinated design to address these issues.

Scope of Project
A budget appropriation has been committed to retain a designer and possibly make some small-scale improvements in 2020 with all work to be completed no later than the summer of 2021.
It is anticipated that the general scope of work will include, but is not limited to, the following:

- A comprehensive review of all the existing spaces and systems to coordinate the design.
- Schematic design and design development phases.
- Final design and specification development
- Preparation of a complete bid package and assistance with bid review and award.
- Preparation and assistance with energy rebates, processing change orders, payment requests, etc.
- Construction administration services to complete work.
- Commissioning of new equipment.

The specific scope of work will include:

1. Renovations to the Men’s Locker Room, including new bathroom and shower fixtures; a minimum of 50 new enlarged lockers with ventilation, power, and ADA compliance.
2. Renovations and expansion of Women’s Locker Room into property storage space including new bathroom and shower fixtures; a minimum of 12 new enlarged lockers with ventilation, power, and ADA compliance.
3. Renovate entire locker/bathroom space to include LED lights, new ceiling tiles, and installation of hard surface flooring throughout.
4. Security modifications to existing fresh air intake.
5. Modifications to existing Locker Room HVAC unit to include humidity control, energy reclaim and upgrade/replacement of exhaust system(s). Must interface with building management system.
6. Modifications to other HVAC units to include humidity control (especially lower level). Modifications must interface with building management system. Locker rooms, armory, and evidence room should receive special design consideration.
7. Design of high-density records storage for the property room.

**Cost Proposal Breakdown**

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

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

Proposers will be expected to attend as many site meetings and subcommittee meetings as needed to develop the final design. Plan on a maximum of two (2) evening meetings with the full Public Building Commission, and a maximum of one (1) evening meeting of 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, code officials, and others to fully develop the requirements for the design.
2. Attend a maximum of three (3) full Public Building Commission and/or Town Council meetings to present the design and answer questions.
3. Be available to attend monthly Public Building Commission meetings for the duration of design and construction.
4. Attend bi-weekly project meetings during construction.
5. Attend meetings required to obtain all permits and approvals. This may include, but is 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.
8. The designer will supply AIA documents as edited by the Town Attorney: 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. The designer will recommend award to the best qualified, lowest bidder.
10. As part of construction administration, the designer will have a representative on site during critical activities, respond to RFI’s, review submittals, attend bi-weekly project meetings, review and recommend action on contractor requisitions and change orders, and review as-builts, O&M manuals and other closeout documents.

**Funding**
The project is partially funded by the Town, with the final portion to come at referendum in November 2020.

**Project Timeline**
Design will likely take place in the summer and fall of 2020, subject to approval of the design by the PBC and Cheshire Town Council.

A construction cost estimate suitable for referendum will be required NLT August 20, 2020.

Bidding will occur in January/February 2021.

Construction bid award will occur in March 2021

Construction is anticipated occur in the spring of 2021.

**Additional Documents Required**
In addition to completing the Proposal Form, Statement of References and other documents that are part of this RFP, interested proposers should submit the following:

- Resume and professional accreditations of all professionals who will be involved in the development of the Design Proposal Document.
- Description of experience and a list of similar projects that have completed within the past five years.

END OF SPECIFICATIONS

Interested proposers will need to attend several planning and presentation meetings with employees of the Town of Cheshire, the Cheshire Public Schools and members of the Public Building Commission to complete this project. During construction, proposers will need to consider their attendance at bi-weekly construction progress meetings.

Additional Documents Required
In addition to completing the Proposal Form, Statement of References and other documents that are part of this RFP, interested proposers should submit the following:

- Resume and professional accreditations of all professionals who will be involved in the development of the Design Proposal Document.
- Description of experience and a list of similar code compliance projects that have completed within the past five years.
END OF SPECIFICATIONS
INSURANCE REQUIREMENTS

The successful proposer 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>Minimum Limits</th>
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<tbody>
<tr>
<td>General Liability</td>
<td>Minimum Limits</td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products/Completed Operations Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Errors &amp; Omissions</td>
<td></td>
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<tr>
<td></td>
<td>2,000,000</td>
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<td>Auto Liability</td>
<td>Combined Single Limit</td>
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<tr>
<td>Each Accident</td>
<td>$1,000,000</td>
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<tr>
<td>Umbrella</td>
<td>Each Occurrence</td>
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<tr>
<td>Aggregate</td>
<td>$1,000,000</td>
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<tr>
<td>(Excess Liability)</td>
<td>Professional Liability – Errors &amp; Omissions</td>
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<tr>
<td>Aggregate</td>
<td>$3,000,000</td>
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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

<table>
<thead>
<tr>
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<tr>
<td>EL Each Accident</td>
<td>$100,000</td>
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<tr>
<td>EL Disease Each Employee</td>
<td>$100,000</td>
</tr>
<tr>
<td>EL Disease Policy Limit</td>
<td>$500,000</td>
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Original, completed Certificates of Insurance must be presented to the Town prior to Contract execution. The successful proposer 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
TOWN OF CHESHIRE, CONNECTICUT
REQUEST FOR PROPOSALS FOR DESIGN PROFESSIONAL FOR LOCKER AND HVAC
IMPROVEMENTS AT THE POLICE STATION

PROPOSAL #19171820-24

PROPOSAL FORM

NOTE: This document must be submitted separately in a sealed envelope.

PROPOSER’S FULL LEGAL NAME: ______________________________________________________

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

Initial Design and Cost Estimating Phase - To provide the products and/or services specified in, and upon the terms and conditions of, the Request for Proposals for the total sum of

_________________________________________________________ /100 Dollars (write out in words)

($__________________).

Bidding Construction and Bid Document Phase - To provide the products and/or services specified in, and upon the terms and conditions of, the Request for Proposals for the total sum of

_________________________________________________________ /100 Dollars (write out in words)

($__________________).

Construction Administration Management Phase - To provide the products and/or services specified in, and upon the terms and conditions of, the Request for Proposals for the total sum of

_________________________________________________________ /100 Dollars (write out in words)

($__________________).

ACKNOWLEDGEMENT

In submitting this Proposal Form, the undersigned proposer acknowledges that the price include all labor, materials, transportation, hauling, overhead, fees and insurance(s), bonds or letters of credit, profit, security, permits and licenses, and all other costs to cover the completed work or to provide the items 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 or the items provided under the price 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  ______ No

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

4. **Arbitration/Litigation**

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

   ______ Yes  ______ No

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

5. **Criminal Proceedings**
Has the proposer or any of its principals (regardless of place of employment) ever been the subject of any criminal proceedings?
________ Yes ________ No
If “yes,” attach a sheet fully describing each such matter.

6. Ethics and Offenses in Public Projects or Contracts

Has either the proposer or any of its principals (regardless of place of employment) ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of proposals or proposals or the performance of work on public works projects or contracts?
________ Yes ________ 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: __________________________
(PRINT NAME)

____________________________
DATE: _________________________
(SIGNATURE)

END OF PROPOSAL FORM
TOWN OF CHESHIRE, CONNECTICUT
REQUEST FOR PROPOSALS FOR DESIGN PROFESSIONAL FOR LOCKER AND HVAC IMPROVEMENTS AT THE POLICE STATION
PROPOSAL #19171820-24

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)

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Does the proposer have a “permanent place of business” in Connecticut, as defined above?  

________ Yes  

________ No

If yes, please state the full street address (not a post office box) of that “permanent place of business.”

__________________________________________________________
IF A PARTNERSHIP:

Proposer’s Full Legal Name

Street Address

Mailing Address (if different from Street Address)

Owner’s Full Legal Name

Number of years engaged in business

Names of Current Partners

Name & Title (if any) ___________________________ Residential Address (street only) ___________________________

Name & Title (if any) ___________________________ Residential Address (street only) ___________________________

Name & Title (if any) ___________________________ Residential Address (street only) ___________________________

Name & Title (if any) ___________________________ Residential Address (street only) ___________________________

Does the proposer have a “permanent place of business” in Connecticut, as defined above? ________ Yes ________ No

If yes, please state the full street address (not a post office box) of that “permanent place of business.”

*************************************************************************

Proposer’s Full Legal Name

(print)

Name and Title of Proposer’s Authorized Representative

(signature)

Proposer’s Representative, Duly Authorized

Date

END OF LEGAL STATUS DISCLOSURE FORM
TOWN OF CHESHIRE, CONNECTICUT
REQUEST FOR PROPOSALS FOR DESIGN PROFESSIONAL FOR LOCKER AND HVAC
IMPROVEMENTS AT THE POLICE STATION
PROPOSAL #19171820-24

PROPOSER’S CERTIFICATION
Concerning Equal Employment Opportunities
And Affirmative Action Policy

I/we, the proposer, certify that:

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

2) I/we do not maintain segregated facilities.

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

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

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

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

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

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

END OF PROPOSER’S CERTIFICATION FORM

- 25 -
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

_______________________________
Date

_______________________________
Name of Proposer’s Authorized Representative

_______________________________
Title of Proposer’s Authorized Representative

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

_______________________________
Notary Public

My Commission Expires:

END OF PROPOSER’S NON COLLUSION AFFIDAVIT
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