



**REGIONAL SCHOOL DISTRICT #14 WOODBURY/BETHLEHEM , CONNECTICUT**

**REQUEST FOR QUALIFICATIONS & PROPOSALS**

**RFP 2018-206**

**STORMWATER GENERAL PERMIT INSPECTIONS AND MONITORING**

**FOR THE**

**NONNEWAUG HIGH SCHOOL RENOVATIONS & ADDITIONS**

## CONTENTS

- I. Legal Notice
- II. Project Overview
- III. Scope of Work
- IV. Inquiries
- V. Submission of Qualification Statements and Fee Proposal
- VI. Method of Selection/Criteria for Award

Standard Instructions to Proposers

Exhibits

- A) Insurance Requirements
- B) Proposal Form
- C) Proposer's Legal Status Disclosure Form
- D) Proposer's Non Collusion Affidavit Form
- E) Proposer's Statement of References Form
- F) Required Disclosures
- G) Civil Drawings Package
- H) SWPCP

## **I. LEGAL NOTICE**

REGION #14 SCHOOL DISTRICT,  
WOODBURY/BETHLEHEM, CONNECTICUT

### **REQUEST FOR QUALIFICATIONS AND PROPOSAL FOR STORMWATER GENERAL PERMIT INSPECTION AND MONITORING**

**RFP No. 2018-206**

February 2, 2018

The Region #14 School District, on behalf of the permanent Building Committee, will receive sealed proposals for the provision of Inspection and Monitoring services necessary to comply the CT DEEP Stormwater General Permit effective October 1, 2013, (DEEP-WPED-GP-015), for the additions and renovations to Nonnewaug high School due no later than **3:00 p.m. on February 16, 2018** to:

Mr. Wayne McAllister  
Director of Finance and Operations  
Region 14 School District  
67 Washington Avenue  
Woodbury, CT 06798

The documents comprising the Bid Specifications may be obtained on the Region's website, under <http://www.ctreg14.org/district/facilities> or on the CT DAS contracting portal.

Any addenda will be posted to the Region's website along with the CT DAS contracting portal. All firms are responsible for checking for new addenda. Proposals will be opened and read aloud at 3:00 p.m. on **February 16, 2018**, Region #14 School District, 67 Washington Avenue, Woodbury, CT 06798.

The Region #14 School District reserves the rights to amend or terminate this Request for Proposal, to reject any or all proposers, to request additional information, to waive any informalities or non-material deficiencies in a response, and to take any and all other action that, in the Region's sole judgment, will be in its best interests.

**REGION #14 SCHOOL DISTRICT  
WOODBURY / BETHLEHEM, CONNECTICUT**

**REQUEST FOR PROPOSALS FOR**

**REQUEST FOR QUALIFICATIONS AND PROPOSAL FOR STORMWATER GENERAL  
PERMIT INSPECTION AND MONITORING**

**RFP No. 2018-206**

**Proposal Issue Date:** February 2, 2018

**Proposal Closing Date/Time:** February 16, 2018, at 3:00 p.m.

**Proposal Closing Place:** Region #14 School District, 67 Washington Avenue, Woodbury, CT 06798.

**Proposal Opening Date/Time:** February 16, 2018, at 3:00 p.m.

**Proposal Opening Place:** Region #14 School District, 67 Washington Avenue, Woodbury, CT 06798.

\*\*\*\*\*

The Region #14 School District, “the District” is soliciting proposals from qualified individuals or firms to provide Inspection and Monitoring Services necessary to comply the CT DEEP Stormwater General Permit effective October 1, 2013, (DEEP-WPED-GP-015), for the design, additions and renovations to the Nonnewaug High School (the “School Project”).

**II. PROJECT OVERVIEW**

**Summary**

The project site is located at 5 Minortown Road in Woodbury, Connecticut. The site is bounded on the north and west by the Nonnewaug River, and the south and the east by residential properties. The property is approximately 102 acres, and the area of disturbance is roughly 13 acres. The disturbed area includes all portions of the site that will have exposed soil during construction activities. The following components of the project were exempted from disturbed area determination:

- Septic Area (to remain and be protected during construction)
- The existing building
- Mill and overlay of existing parking
- Work within the existing track and field
- Renovation of the existing athletic fields (we have allowed for one acre of disturbed area for minor regrading)

Site topography is generally sloping from east to west, with the highest elevation along Minortown Road (approximately 350 feet). The lowest elevation is along the Nonnewaug River (approximately 275 feet).

There are wetlands on and adjacent to the property. No work will be taking place within the wetlands or watercourse, however there will be some work within the upland review area. The project has been approved through the local Inland Wetlands Commission.

The Nonnewaug High School Renovation project is a “renovate-to-new” school project in the Region 14 school district which includes the towns of Woodbury and Bethlehem, Connecticut. Nonnewaug High School complex comprises of three building units – the 3 level Academic Unit, the 2 level Student Services Unit, and the single level Agri-Science Unit. The Agri-Science Unit is immediately adjacent to the Student Services Unit but the units are not currently connected. The three level Academic Unit, built in 1970, has a total approximate area of 111,520 SF. The two level Student Services unit was built in 1999 and has a total area of approximately 32,030 SF. The Student Services unit houses the school administrative offices, Cafeteria, Media Center and the Board of Education offices.

This project will involve renovation of the Academic Unit and Student Services Unit, the school auditorium and cafeteria, and site work improvements to the parking lot, athletic fields, and tennis courts. The SLAM Collaborative, Inc. is the architect of record for the project and Colliers International is the Owner’s Project Manager. The project will also provide new circulation drives, parent and bus drop-off lanes, new parking lots on the north, east and south sides of the proposed buildings and associated drainage improvements to accompany the new site improvements. As noted above, the flood plain to the southwest is of utmost concern for this project.

The successful firm selected for the inspection and monitoring services shall report directly to the Region 14 Permanent Building Committee via the owner’s project manager.

### **III. SCOPE OF WORK**

The scope of work for the Project is as follows:

#### **Task 1 - Plan Implementation Inspection**

Conduct three (3) Plan Implementation Inspections as required by the Stormwater General Permit. These inspections shall be completed within the first 90 days to confirm compliance with the Stormwater General Permit and proper initial implementation of all controls measures designated in the SWPCP.

The qualified professional engineer or soil erosion and sediment control professional selected to perform the initial inspection must:

- Not be an employee of the project owner.
- Have no ownership interest in the project.
- Submit resume confirming qualifications (to be retained with this plan).

#### **Task 2 - Routine Inspections**

Conduct Routine Inspections as required by the Stormwater General Permit. At least once per week AND within 24 hours of the end of a storm that generates a stormwater discharge, the qualified inspector must inspect and document the following:

- Date, time, weather and temperature at the time of inspection.
- Date and time of last storm event
- Storm duration and amount of precipitation (inches)
- Description of any stormwater discharge since last inspection
- Description of current construction activity
- Verify erosion control measures are implemented
- Note any corrective measures required
- Soil stockpile areas
- Equipment washout areas
- Construction entrances
- Material storage areas
- Equipment fueling and chemical storage areas

### **Task 3 - Stormwater Monitoring**

#### **3.1 - Sample Collection Procedure**

Stormwater samples must be collected and analyzed for turbidity *at least once per month* until final stabilization of the drainage area contributing to each respective outfall is achieved.

Sampling is only required during normal working hours as defined in this plan. If the stormwater discharge continues into the next working day, sampling shall resume for the duration of the discharge.

At each outfall, at least 3 grab samples shall be collected during a storm event. The first sample should be collected within the first hour of stormwater discharge. Samples may be analyzed with an in-situ turbidity probe or by an off-site laboratory. Each of the 6 samples (3 samples at 2 outfalls M01 and M02) must be analyzed individually, composite samples are not permitted.

If there is no discharge during a month, sampling is not required.

#### **3.2 - Sample locations**

To be provided in the permit.

#### **3.3 - Submission of Stormwater Monitoring Reports**

Sample results must be tabulated on the Stormwater Monitoring Form (SMR) provided in Appendix D and submitted to DEEP within 30 days following end of each monthly sample period.

Submission of stormwater sample results must be made electronically using Net DMR which may be accessed at the following location: [www.ct.gov/deep/netdmr](http://www.ct.gov/deep/netdmr)

Please note reimbursable cost shall be invoiced at cost plus 5% mark-up. Respondent will present, with proposal, items to be considered as reimbursables.

Project Schedule: Construction activities are anticipated to start in February, 2018 and continue through March 2020. It shall be assumed that inspections and sampling shall continue for an additional 3-months beyond the completion date by the contractor in order for all disturbed areas to establish.

#### IV. INQUIRIES

All inquiries relative to the conditions and specifications listed herein as well as clarification of any information contained or referenced in this RFP must be submitted to Scott Pellman, Project Manager, Colliers International, at [scott.pellman@colliers.com](mailto:scott.pellman@colliers.com) with copy to Wayne McAllister, Director of Finance and Operations, Region #14 School District, at [WMcAllister@ctreg14.org](mailto:WMcAllister@ctreg14.org)

#### V. SUBMISSION OF QUALIFICATION STATEMENTS AND FEE PROPOSALS

**General Requirements:** Respondents are welcome to provide Qualifications and Proposals for Stormwater General Permit Inspections and Monitoring. Proposals shall provide a straightforward, concise description of the proposer's ability to meet the requirements of this RFP. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of the Project. Please submit all requested testing pricing on the attached 2-page form of unit pricing and budget cost (which will multiply and provide a 'total' price.) Please note that the quantities of services listed are an estimate only, for purposes of providing an estimated total price. All services will be provided on a unit price basis, as listed in the form.

*Respondents shall submit twelve hard copies and 1 electronic copy via thumb drive (1 compiled Adobe PDF file) of their submittals.*

##### 1. Letter of Interest

In your letter of interest, confirm that your firm is available and able to complete the inspections and/or testing on a timely basis as required.

##### 2. Connecticut Stormwater Discharge Permit Inspections and Monitoring

Provide a list (minimum three projects) of Connecticut Projects for which your firm has provided stormwater discharge permit inspections and monitoring. For each project indicate:

- a. approximate size of project (S.F.);
- b. type of construction (new or renovation); and
- c. year service was provided

##### 3. Resume or Work Experience

Provide a resume or work experience description for all persons who will be performing the inspections and monitoring.

##### 4. References

Please provide recent references for projects of similar size (\$25+ million construction) where your firm has performed inspection and monitoring of stormwater discharge permitting requirements in Connecticut.

**5. Default and Litigation –**

Have you ever failed to complete any work awarded to you? Have you ever been declared to be in default of a contract? If so, when, where, and why? Describe any pending litigation, arbitration or other dispute resolution proceeding in which your firm may be involved.

**6. Pricing**

Provide pricing in separate sealed envelope labeled with firm name and RFP#2018-206  
*Submit pricing on proposal form (Exhibit B).*

**7. Exhibits:**

- A) Insurance Requirements
- B) Proposal Form
- C) Proposer's Legal Status Disclosure Form
- D) Proposer's Non Collusion Affidavit Form
- E) Proposer's Statement of References Form
- F) Required Disclosures
- G) Civil Drawings Package
- H) SWPCP

**8. Insurance**

Provide a copy of respondent's company insurance certificate.

**VI. METHOD OF SELECTION/CRITERIA FOR AWARD**

A. The Respondents will be evaluated on its qualifications by the Region's Permanent Building Commission using the following criteria:

- 1. Compliance with submission requirements;
- 2. Connecticut Stormwater Discharge Permit Inspection and Monitoring;
- 3. Resume/Work Experience;
- 4. References;
- 5. Default/Litigation;
- 6. Pricing Proposal;
- 7. The Respondent must be properly insured; and
- 10. The ability and capacity of the Respondent(s) to provide the services within the necessary timeline.

B. The award of the contract for the Stormwater General Permit Inspections and Monitoring services shall be made, if at all, to the Respondent(s) whose evaluation by the Permanent Building Commission results in an award that the Region #14 School District deems to be in its best interests. The Region #14 School District reserves the right to reject any or all of the RFP responses, or parts thereof, and/or to waive any informality in any of the RFP responses resulting from this RFP if such rejection or waiver is deemed in the best interest of the Region #14 School District. Neither the Permanent Building Commission nor the Region #14 School District, nor any of their respective officers, directors, employees, or authorized agents shall be liable for any claims or damages resulting from the evaluation, selection, non-selection, or rejection of any proposal submitted in response to this RFP.



**REGION #14 SCHOOL DISTRICT  
WOODBURY / BETHLEHEM, CONNECTICUT**

**STANDARD INSTRUCTIONS TO PROPOSERS**

**INTRODUCTION**

The Region is soliciting proposals for storm water general permit inspection and monitoring services for the renovation/additions to Nonnewaug High School. This RFP is not a contract offer, and no contract will exist unless and until a written contract is signed by the Region 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 Region or Region employee, officer or official concerning this RFP, except as set forth in Section 3, 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.

**1. RIGHT TO AMEND OR TERMINATE THE RFP OR CONTRACT**

The Region may, before or after proposal opening and in its sole discretion, clarify, modify, amend or terminate this RFP if the Region determines it is in the Region's best interest. Any such action shall be effected by a posting on the Region's website, <http://www.ctreg14.org/district/facilities> **Each proposer is responsible for checking the Region's website and CT DAS Contracting Portal to determine if the Region has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.**

**2. PROPOSAL SUBMISSION INSTRUCTIONS**

Proposals must be received, by the date and time noted above prior to the date and time the proposals are scheduled to be opened publicly. Postmarks prior to the opening date and time do **NOT** satisfy this condition. The Region will not accept submissions by e-mail or fax. Proposers are solely responsible for ensuring timely delivery. The Region will **NOT** accept late proposals.

One (1) original and Eleven (11) hard copies, along with a digital copy (thumb drive) of all proposal documents must be submitted in sealed, opaque envelopes clearly labeled with the proposer's name, the proposer's address, the words "**Third Party Stormwater Inspection and Monitoring**" and the **RFP Number 2018-206**. The Region may decline to accept proposals submitted in unmarked envelopes that the Region opens in its normal course of business. The Region 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, see **Exhibit B**. 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 Region receives the withdrawal prior to the date and time the proposals are scheduled to be opened. Proposals are considered valid, and may not be withdrawn, cancelled or modified, for sixty (60) calendar days after the opening date, to give the Region 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.

### **3. QUESTIONS AND AMENDMENTS**

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

Mr. Scott Pellman  
c/o Colliers International  
135 New Road  
Madison, CT 06443  
Email: [scott.pellman@colliers.com](mailto:scott.pellman@colliers.com)

Proposers shall copy Mr. Wayne McAllister, [WMcAllister@ctreg14.org](mailto:WMcAllister@ctreg14.org) as well.

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

The appropriate Region representative listed above must receive any questions from proposers no later than five (5) business days before the proposal opening date. That representative will confirm receipt of a proposer's questions by e-mail.

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

At least two (2) calendar days prior to proposal opening, the Region will post any addenda on Region's website, <http://www.branford-ct.gov> or on the CT DAS contracting portal. **Each proposer is responsible for checking the website to determine if the Region 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 Region, including oral statements by the Region 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.

#### **4. ADDITIONAL INFORMATION**

The Region 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 Region in its sole discretion deems desirable.

#### **5. COSTS FOR PREPARING PROPOSAL**

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

#### **6. OWNERSHIP OF PROPOSALS**

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

#### **7. 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 Region as described in this section, the Region shall, to the extent permitted by law, protect from unauthorized disclosure such Confidential Information.

If the Region 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 Region 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.

#### **8. REQUIRED DISCLOSURES**

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

#### **9. REFERENCES**

Each proposer must complete and submit the Proposer's Statement of References Form included in this RFP, see **Exhibit E**.

#### **10. 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 Region may, in its sole discretion, request acceptable evidence of any proposer's legal status. Each proposer must complete the Proposer's Legal Status Disclosure Form included in this RFP, see **Exhibit C**.

**11. PROPOSAL (BID) SECURITY**

**THIS ITEM IS NOT APPLICABLE TO THIS RFP**

**12. 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 Region. 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 Region's website and/or CT DAS Contracting Portal, shall in no way relieve it from any aspect of its proposal or the obligations related thereto.

Each proposer is deemed to be familiar with and is required to comply with all federal, state and local laws, regulations, ordinances, codes and orders that in any manner relate to this RFP or the provision or goods or performance of the work described herein.

By submitting a proposal, each proposer represents that it has thoroughly examined and become familiar with the scope of work outlined/the goods described in this RFP, and it is capable of performing the work/delivering/installing the goods to achieve the Region'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.

**13. SUBSTITUTION FOR NAME BRANDS**

**THIS ITEM IS NOT APPLICABLE TO THIS RFP**

**14. TAX EXEMPTIONS**

The Region is exempt from the payment of federal excise taxes and Connecticut sales and use taxes. Exemption from State sales tax per Conn. Gen. Stat. Chapter 219, § 12-412(1). Federal Tax Exempt number will be provided to the selected firm prior to execution of contract.

**15. 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, as delineated in **Exhibit A**. The Region reserves the right to request from the successful proposer a complete, certified copy of each required insurance policy.

**16. PERFORMANCE SECURITY**

**THIS ITEM IS NOT APPLICABLE TO THIS RFP**

**17. DELIVERY ARRANGEMENTS**

**THIS ITEM IS NOT APPLICABLE TO THIS RFP**

**18. AWARD CRITERIA; PRELIMINARY SELECTION; CONTRACT EXECUTION**

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

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

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

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

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

**19. 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 Region with proof that it is a "verified contractor" within the meaning of General Statutes Section 12-430(7) or that it has posted a bond with the Commissioner of Revenue Services in compliance with General Statutes Section 12-430(7). The successful proposer agrees to defend, indemnify, and hold harmless the Region, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Region 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 Region 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.

## **20. 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 Region, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Region 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 Region 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 Region Indemnified Parties in enforcing any of the successful proposer's obligations under this provision, whether or not a lawsuit or other proceeding is commenced. The successful proposer's obligations under this section shall survive the termination or expiration of the Contract.

## **21. NON COLLUSION AFFIDAVIT**

Each proposer shall submit a completed Proposer's Non Collusion Affidavit Form that is part of this RFP, see **Exhibit D**.

## **22. CONTRACT TERMS**

The following provisions will be mandatory terms of the Region's Contract with the successful proposer. If a proposer is unwilling or unable to meet, or seeks to clarify or modify, any of these Contract Terms, the proposer must disclose that inability, unwillingness, clarification and/or modification in its Proposal Form.

### **a. DEFENSE, HOLD HARMLESS AND INDEMNIFICATION**

The successful proposer agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Region, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Region 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 Region or its 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 Region Indemnified Parties.

In any and all claims against the Region or its 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 Region or its Indemnified Parties in enforcing any of the successful proposer's obligations under this section. The successful proposer's obligations under this section shall survive the termination or expiration of the Contract.

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

b. ADVERTISING

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

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

c. SUBCONTRACTING

Prior to entering into any subcontract agreement(s) for the work described in the Contract, the successful proposer shall provide the Region 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 Region 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 Region 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 Region 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 Region 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 Region for the acts and omissions of its subcontractors and of persons employed, whether directly or indirectly, by its subcontractor(s).

d. PREVAILING WAGES

**THIS ITEM IS NOT APPLICABLE TO THIS RFP**

e. PREFERENCES

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

f. WORKERS COMPENSATION

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

g. SAFETY

**THIS ITEM IS NOT APPLICABLE TO THIS RFP**

h. COMPLIANCE WITH LAWS

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

i. NONDISCRIMINATION AND AFFIRMATIVE ACTION

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



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

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

j. LICENSES AND PERMITS

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

k. CESSATION OF BUSINESS/BANKRUPTCY/RECEIVERSHIP

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

l. AMENDMENTS

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

m. ENTIRE AGREEMENT

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

n. VALIDITY

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

o. CONNECTICUT LAW AND COURTS

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

p. NON-EMPLOYMENT RELATIONSHIP

The Region 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 worker's compensation and employment insurance coverage, and disability. The successful proposer shall be solely responsible for any applicable taxes.

**END OF STANDARD INSTRUCTIONS TO PROPOSERS**

**REGION #14 SCHOOL DISTRICT  
WOODBURY / BETHLEHEM, CONNECTICUT**

**REQUEST FOR PROPOSALS FOR  
STORMWATER GENERAL PERMIT INSPECTIONS AND  
MONITORING SERVICES FOR NONNEWAUG HIGH SCHOOL  
ADDITIONS AND RENVOATIONS  
RFP: #2018-206**

**INSURANCE REQUIREMENTS**

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

		(Minimum Limits)
General Liability*	Each Occurrence	\$1,000,000
	General Aggregate	\$3,000,000
	Products/Completed Operations Aggregate	\$3,000,000
	Personal and ADV Injury	\$1,000,000
	Damage to Rented Premises	\$300,000
	Medical Expense ( anyone person)	\$10,000
Auto Liability*	Combined Single Limit	
	Each Accident	\$1,000,000
Professional Liability	Each Claim or Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Umbrella* (Excess Liability)	Each Occurrence	\$5,000,000
	Aggregate	\$5,000,000

\* "Region #14 School District shall be named as "Additional Insured" Coverage is to be provided on a primary, noncontributory basis.

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

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

Original, completed Certificates of Insurance must be presented to the Region prior to contract issuance. The Successful Proposer agrees to provide replacement/renewal certificates at least 60 days prior to the expiration of

any policy. Should any of the above described policies be cancelled before the expiration date, written notice must be given to the Region 30 days prior to cancellation.

### **INSURANCE REQUIREMENTS FOR SUBCONTRACTORS**

The Contractor shall ensure that all tiers of their subcontractors shall procure and maintain insurance in like form and amounts including the Additional Insured requirements, as set forth above. Copies of the certificates of insurance must be provided to the Region prior to the subcontractor entering the jobsite.

**FEE PROPOSAL FORM  
REQUEST FOR PROPOSALS FOR  
STORMWATER GENERAL PERMIT INSPECTIONS AND  
MONITORING SERVICES  
RFP: #2018-206**

**(Page 1 of 2)**

To: Region #14 School District \_\_\_\_\_, 2018  
67 Washington Avenue  
Woodbury, CT 06798

The undersigned hereby offers to perform the services described in RFP#2018-206 for Stormwater Discharge Permit Inspection and Monitoring Services for this project for the fee proposal set forth herein.

**BASE BID:**

1. The **Total Base Bid Amount** for Stormwater Discharge Permit Inspection and Monitoring Services including all Labor, material and supplies, as determined on page 2 of 2 of this Fee Proposal Form is,

(describe)\_\_\_\_\_Dollars  
( \$\_\_\_\_\_ ) based upon page 2 of 2 of this Fee Proposal Form. **All services shall be paid on a unit price basis using the amounts provided on page 2 of 2.**

**Additional Services**

If requested, shall be billed at an hourly rate of \$\_\_\_\_\_/hr

**Authorized Representatives:**

Stormwater Discharge Permit Inspection and Monitoring Services Firm

\_\_\_\_\_  
Printed Name and Title: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Signature \_\_\_\_\_ Date: \_\_\_\_\_



REGION #14 SCHOOL DISTRICT  
WOODBURY / BETHLEHEM, CONNECTICUT

REQUEST FOR PROPOSALS FOR  
STORMWATER GENERAL PERMIT INSPECTIONS AND  
MONITORING SERVICES  
RFP: #2018-206

**PROPOSER’S LEGAL STATUS DISCLOSURE**

Please fully complete the applicable section below, attaching a separate sheet if you need additional space.

For purposes of this disclosure, “permanent place of business” means an office continuously maintained, occupied and used by the proposer’s regular employees regularly in attendance to carry on the proposer’s business in the proposer’s own name. An office maintained, occupied and used by a proposer only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied and used by a person affiliated with a proposer will not be considered a permanent place of business of the proposer.

**IF A SOLELY OWNED BUSINESS:**

Proposer’s Full Legal Name \_\_\_\_\_

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

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

Owner’s Full Legal Name \_\_\_\_\_

Number of years engaged in business under sole proprietor or trade name \_\_\_\_\_

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

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

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

\_\_\_\_\_

**IF A CORPORATION:**

Proposer’s Full Legal Name \_\_\_\_\_

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

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

Owner’s Full Legal Name \_\_\_\_\_

Number of years engaged in business \_\_\_\_\_

Names of Current Officers

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chief Financial Officer

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

\_\_\_\_\_ Yes \_\_\_\_\_ No

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

\_\_\_\_\_

**IF A LIMITED LIABILITY COMPANY:**

Proposer's Full Legal Name \_\_\_\_\_

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

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

Owner's Full Legal Name \_\_\_\_\_

Number of years engaged in business \_\_\_\_\_

Names of Current Manager(s) and Member(s)

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Residential Address (street only)

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Residential Address (street only)

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Residential Address (street only)

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Residential Address (street only)

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

\_\_\_\_\_ Yes \_\_\_\_\_ No

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

\_\_\_\_\_



**IF A PARTNERSHIP:**

Proposer's Full Legal Name \_\_\_\_\_

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

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

Owner's Full Legal Name \_\_\_\_\_

Number of years engaged in business \_\_\_\_\_

Names of Current Partners

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Residential Address (street only)

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Residential Address (street only)

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Residential Address (street only) Does

the proposer have a "permanent place of business" in Connecticut, as defined above?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

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

\_\_\_\_\_

\_\_\_\_\_  
Proposer's Full Legal Name

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

Name and Title of Proposer's Authorized Representative

\_\_\_\_\_  
(signature)

Proposer's Representative, Duly Authorized

\_\_\_\_\_  
Date

**END OF LEGAL STATUS DISCLOSURE FORM**

**REGION #14 SCHOOL DISTRICT  
WOODBURY / BETHLEHEM, CONNECTICUT**

**REQUEST FOR PROPOSALS FOR  
STORMWATER GENERAL PERMIT INSPECTIONS AND  
MONITORING SERVICES**

**RFP: #2018-206**

**PROPOSER’S NON COLLUSION AFFIDAVIT FORM**

**PROPOSAL FOR:**

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

- (1) the proposal is genuine; it is not a collusive or sham proposal;
- (2) the proposer developed the proposal independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent competition;
- (3) the proposer, its employees and agents have not communicated the contents of the proposal to any person not an employee or agent of the proposer and will not communicate the proposal to any such person prior to the official opening of the proposal; and
- (4) no elected or appointed official or other officer or employee of the Region #14 School District 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 Region #14 School District to consider its proposal and make an award in accordance therewith.

\_\_\_\_\_  
Legal Name of Proposer

\_\_\_\_\_  
(signature)  
Proposer’s Representative, Duly Authorized

\_\_\_\_\_  
Name of Proposer’s Authorized Representative

\_\_\_\_\_  
Title of Proposer’s Authorized Representative

\_\_\_\_\_  
Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 201 .

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**END OF NON COLLUSION AFFIDAVIT FORM**

**REGION #14 SCHOOL DISTRICT  
WOODBURY / BETHLEHEM, CONNECTICUT**

**REQUEST FOR PROPOSALS FOR  
STORMWATER GENERAL PERMIT INSPECTIONS AND  
MONITORING SERVICES  
RFP: #2018-206**

**PROPOSER'S STATEMENT OF REFERENCES FORM**

Provide at least three (3) references:

| BUSINESS NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
INDIVIDUAL CONTACT NAME AND POSITION \_\_\_\_\_  
\_\_\_\_\_

| BUSINESS NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
INDIVIDUAL CONTACT NAME AND POSITION \_\_\_\_\_  
\_\_\_\_\_

| BUSINESS NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
INDIVIDUAL CONTACT NAME AND POSITION \_\_\_\_\_  
\_\_\_\_\_

**END OF STATEMENT OF REFERENCES FORM**

REGION #14 SCHOOL DISTRICT  
WOODBURY / BETHLEHEM, CONNECTICUT

REQUEST FOR PROPOSALS FOR  
STORMWATER GENERAL PERMIT INSPECTIONS AND  
MONITORING SERVICES  
RFP: #2018-206

REQUIRED DISCLOSURES

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

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

OR

\_\_\_\_\_ This proposal takes exception(s) to and/or seeks to clarify or modify certain of the RFP requirements, including but not only the following Contract Terms set forth in the Standard Instructions to Proposers. **Attached is a sheet fully describing each such exception.**

2. State Debarment List

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

\_\_\_\_\_ Yes  
\_\_\_\_\_ No

3. Occupational Safety and Health Law Violations

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

\_\_\_\_\_ Yes  
\_\_\_\_\_ No

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

4. Arbitration/Litigation

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

\_\_\_\_\_ Yes  
\_\_\_\_\_ No

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

5. Criminal Proceedings

Has the proposer or any of its principals (current or former, regardless of place of employment) ever been the subject of any criminal proceedings?

\_\_\_\_\_ Yes  
\_\_\_\_\_ No

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

6. Ethics and Offenses in Public Projects or Contracts

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

\_\_\_\_\_ Yes  
\_\_\_\_\_ No

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

7. Federal Debarment List

Is the proposer on the Federal Government’s Debarment List?

\_\_\_\_\_ Yes  
\_\_\_\_\_ No

**END OF REQUIRED DISCLOSURES FORM**