

Request for Qualifications and Proposals

The Town of Suffield, Connecticut is accepting proposals for the following:

Architectural / Engineering Services for Renovations and Addition to Suffield Town Hall

All submissions shall be made in accordance with the materials supplied by;

Town of Suffield
Department of Public Works
230C Mountain Road
Suffield, Connecticut



Submissions will be received until **10:00 a.m. March 21st, 2019.**

Christopher Matejek
Facilities Manager
Tel (860) 668-3890
Fax (860) 668-3326
Email cmatejek@suffieldct.gov

Date Issued: **February 22, 2019**

**Request for Qualifications and Proposals
Architectural / Engineering Services for
Renovations and Addition to Suffield Town Hall**

The Town of Suffield is requesting qualifications and proposals from design professionals for design services in connection with the repurposing of the Town Hall (the "Project") located at 83 Mountain Road, Suffield, Connecticut. The project will include renovations to the existing building as well as an approximate 700 square foot vault addition on the ground floor off of the back of the building.

All the **exhibits to this RFQ/RFP** will be available on **February 22, 2019** and may be picked up from New England Blue Print Paper Co, Inc., 1365 Main St., Springfield, MA 01103, and Phone: (413)-737-3556. The documents can also be viewed and downloaded at www.nebplans.com, selecting the "All Public Jobs" tab and choosing the "Renovations and Addition to Suffield Town Hall" ("NEB Site").

All **addenda to this RFQ/RFP** will be posted on the NEB Site as described above. Each proposer is responsible for checking the NEB Site to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFQ/RFP as modified by the addenda.

Requests for information (RFI) must be submitted to the Town of Suffield, Department of Public Works ("DPW") no later than **2 p.m. March 7, 2019** by email to Chris Matejek, Facilities Manager at cmatejek@suffieldct.gov. All responses to RFI requests will be emailed to all proposers who provided a valid email address at the mandatory pre-bid walk through no later than **10 a.m. March 14, 2019**. **Proposers will be required to acknowledge receipt of all Addenda in the space provided in the Proposal Submittal Form. Failure to do so may disqualify the Proposer.**

The **mandatory pre-bid walkthrough** of the project site with DPW personnel; will take place on **February 28, 2019 at 10 a.m.** All interested parties are asked to meet at the back entrance of the Suffield Town Hall building at that time.

Each proposal shall be hand delivered or delivered by mail to **Department of Public Works, 230C Mountain Road, Suffield, Connecticut 06078** and shall contain **one original, two (2) printed hard copies as well as one digital copy via compact disk or USB drive** (pdf or similar standard readable format), all of which shall be in a sealed envelope or package clearly identified with the name and address of the proposer and the words "RFQ/RFP A/E Suffield Town Hall". The Proposal Submittal Form shall be enclosed in a separate sealed envelope within the proposal and no fee information shall be included elsewhere in the proposal. Proposals received by facsimile or email will **not** be accepted.

Proposals must be received no later than the deadline for submissions which is March 21, 2019 at 10 a.m. at which time they will be publicly opened. Timely submitted proposals will be reviewed and the contract awardee for the Project selected by the Town of Suffield's Permanent Building Commission (the "PBC"). The PBC may conduct interviews with some or all of the proposers.

No proposal will be accepted after the Submission Deadline. Proposals received after the Submission

Deadline will not be considered and will be returned to the proposer unopened.

No proposer may withdraw its proposal for 60 days after the date of opening of proposals. If award of the Construction Contract (as hereafter defined) is not made within such 60 day period, a proposal may be extended by mutual written consent of the Town and the proposer.

Proposals that do not include all of the information required herein, or that are not submitted in accordance with the requirements of this RFQ/RFP, may be considered unresponsive and rejected by the Town.

The Town reserves the rights to amend or withdraw this Request for Qualifications and Proposals, accept all or any part of a proposal, reject all proposals, waive any informalities or non-material deficiencies in a proposal, decline to award any contract as a result of this RFQ/RFP, and award a contract for the Project to the proposer that, in the Town's judgment and discretion, will best serve the interests of the Town.

Non Discrimination in Employment: Bidders on this project will be required to comply with the President's Executive Order No. 11246.

**Request for Proposal
Architectural / Engineering Services for
Suffield Town Hall**

TABLE OF CONTENTS

- I. Project Introduction
- II. Scope of Services
- III. Project Schedule
- IV. Submission Requirements
- V. Evaluation Criteria
- VI. Contract Considerations
- VII. Exhibits
 - A. Form of Contract
 - i. Modified AIA A133-2014 Standard Form of Agreement between Owner and Architect
 - ii. AIA 201-2007 General Conditions of the Contract for Construction
 - iii. AIA A305-1986 Contractor's Qualification Statement
 - B. Proposal Submittal Form
 - C. Project/Town Documents
 - i. Town Hall Conceptual Plan
 - ii. Town of Suffield Code of Ethics
 - D. Environmental Reports
 - i. *Hazardous Materials Inspection Report*, March 25, 2016, ATC.
 - ii. *Abatement Specifications Report*, May, 2016, ATC.
 - iii. *Limited Indoor Air Quality Mold Inspection and Evaluation Report* November 15, 2018 ATC
 - iv. *Forthcoming Building Science Report*
 - E. Required Forms
 - i. Proposal Submittal Form (Exhibit B above)
 - ii. Legal Status Disclosure
 - iii. Suffield Ethics Commission Acknowledgement Form
 - iv. Certification re: Equal Employment/Affirmative Action Policy
 - v. Non- Collusion Affidavit
 - vi. Acknowledgement and Acceptance of Form of Contract
 - F. State Funding Requirements Forms

I. PROJECT INTRODUCTION

The Town of Suffield (the “Town”) is seeking proposals from Architectural / Engineering (A/E) firms to plan, design, prepare construction documents and provide construction administration services for the renovations to the Suffield Town Hall (the “Project”). The Town has appropriated a total project budget of \$5.1 million for the Project (the “Project Budget”), inclusive of all hard and soft costs. The town plans to engage a Construction Manager at Risk (CMR) to provide preconstruction services including estimating and to construct the project through a Construction Management at Risk project delivery method. The Town will engage both the A/E and CMR to operate under the authority of and report to the Permanent Building Commission. The project delivery method for the Project will be a Construction Manager at Risk with a Guaranteed Maximum Price.

The existing building was constructed in 1962. The building is approximately 16300 square feet. The building has been continuously used as a Town Hall since it was built. The Town seeks to renovate the building to include an addition of larger vault for Town records while addressing building concerns, such as updating building mechanical equipment, remediating environmental issues, and addressing space planning and layout needs for the present and future.

The Town may, before or after proposal opening and in its sole discretion, clarify, modify, amend or withdraw this RFQ/RFP if the Town determines it is in the Town’s best interest to do so. Any such action shall be affected by a posting a notice thereof on the NEB Site.

II. Scope of Services

The Town will require full A/E design services including Schematic Design, Design Development, Construction Documents, Construction Administration and Close-out. **Specifically, as detailed in the Conceptual Design (Exhibit C.i) the Project must address the following concerns identified by the Town:**

1. ADA/ Building Code issues:
 - a. Rework the rear interior exit rear staircase to exit directly to the outside.
 - b. Add ADA parking accessible ramp and rebuild stair at front entrance.
 - c. Provide design for a fully sprinklered building.
 - d. Remove existing Lower Level bathroom and replace with ADA accessible bathrooms on Lower Level.
 - e. Create new rear hallway, covered entrance and sidewalk at grade level to existing parking lot.
 - f. Overall building code compliance.
2. New vault on Ground Floor off the back- proposed at ~ 700 square feet:

- a. Project is authorized for 1,260 square foot addition (including vault) if needed to accommodate program.
3. Incorporate necessary hazardous materials remediation, including asbestos.
4. New VRF Heat/AC pump system throughout:
 - a. Remove unit heaters and enclose remaining space.
 - b. Minimal disruption to existing walls on upper level.
5. Move and upgrade electrical service. Add data and electrical wiring as needed.
6. Evaluate exterior brick masonry for extent of rehabilitation needed, including repointing, replacement of damaged brick and joint sealant, and cleaning. Incorporate into design.
7. Evaluate drainage/ install curtain drains where needed (e.g., front, East and West side of building). Incorporate into design.
8. Create new room areas as shown on attached plans, with new partitions; new floor, wall, and ceiling finishes; new lighting fixtures; new casework; and new doors and hardware.
9. Evaluate the need for replacement of finishes, doors, and door hardware in rooms to remain as-is, and replacement of existing exterior doors and door hardware. Re-Evaluate roofing. Incorporate into design.
10. Add movable partition to divide the large meeting room and add a code compliant second exit.
11. Plan for new space-efficient furniture to maximize functionality of renovated building, including new large meeting room. Note: specific furniture selection to be completed by Town staff.
12. Infrastructure to accommodate audio visual equipment for recording and streaming meetings in the large conference room on first floor.
13. Evaluate Code Compliance throughout the building and incorporate into design.
14. Provide new room identification and wayfinding signage throughout the building.
15. Ensure adequate heat/ventilation for elevator mechanical room.
16. Evaluate exterior building and parking lot lighting. Incorporate into design.

The A/E will be required to work with the CMR in preparation of cost estimates for the Project during each design phase. The Town will hire a land surveyor and a hazardous materials consultant. The A/E team will

provide AV / IT information for incorporation into the design documents. The Town will hire professional consultants for materials testing and Special Inspections required during the construction phase of the Project. The A/E shall provide all other required consultants.

Proposals should include information demonstrating proposer's ability and approach to fulfilling the Scope of Services described in this RFQ/RFP. The following scope description is intended to clarify, but not limit, the services required to be performed by or on behalf of the A/E for the Project.

Basic Services for the Project shall include all professional services customarily performed by design professionals for construction projects, and shall include, without limitation, the following:

1. *Schematic Design Phase Services:* Develop Schematic Design documents including site and building plans, elevations, renderings and written MEP narratives and a letter stating that the A/E has reviewed the SD design with the CMR to confirm it is within the construction budget.
2. *Design Development Phase Services:* Upon the Town's approval of the Schematic Design Documents, further develop Design Development documents, including MEP drawings, and a letter stating that A/E has reviewed the DD design with the CMR to confirm that it is within the construction budget.
3. *Construction Document Phase Services:* Upon the Town's approval of the Design Development Documents, provide construction documents suitable for competitive public bidding. Construction documents shall include drawings and specifications. The Town of Suffield and/or the CMR will provide assistance in preparation of front-end materials for bidding. All technical materials, including special provisions and project phasing provisions to be provided by the selected A/E firm. The Architect will issue a Bidding Set of documents at 95% completion of Construction Documents and prepare a statement of special inspections
4. *Bidding and Negotiation Phase Services:* Attend a pre-bid meeting scheduled by the Town and CMR, for the purpose of addressing questions relative to Project design. The Design Team shall assist in responses to RFIs during bidding.
5. *Construction Administration Phase Services:* Provide construction administration services as follows: periodic project observation, attendance at bi-weekly job meetings, review of shop submittals, review and response to RFIs, and assistance with close-out of final construction including final statement of special inspections
6. *Green Building Design:* The A/E shall utilize cost effective green building design elements.
7. *Cost Estimating, Budgeting and Value Engineering:* Work with the Construction Manager on budgeting, constructability, feasibility, cost estimating, value engineering, and phasing during all phases of the design. Coordinate with the CM in evaluating value engineering, potential substitutions and other potentially cost saving alternatives. Review and adjust all applications for payment/invoices from CM; issue monthly applications for payment to the Town and A/E for approval. Permanent Building Commission to be involved with the value- engineering process.
8. *Building Modification:* If a Building Modification is required to be submitted to the State of Connecticut, the A/E will complete the application and provide supporting documentation.
9. *Meeting Attendance:*
 - a. Permanent Building Commission, 3 meetings during Schematic Design Phase, 3 meetings during the Design Development Phase and 2 meetings during Construction Documents Phase for a total of 8 meetings with the Permanent Building Commission in accordance with the schedule provided in Section III or a mutually agreeable modified schedule.
 - b. Town Boards and Commissions: Attendance at all meetings with all Town Boards and Commissions, including but not limited to the Design Review Board, as necessary for completion of

the Project.

- c. Fire Marshall and Building Department: Meet with representatives of the Town Fire Marshal's Office and the Building Department during SD and DD prior to 90% completion of documents, to ensure the preparation of plans and specifications are compliant with all applicable codes.
10. *Peer Review*: The Town reserves the right to forward design documents to a third party reviewer to ensure that plans comply with building provisions and to reduce construction change orders.
11. *Hazardous Building Materials*: The Town has engaged the services of an environmental hygienist to perform a survey of the facility for asbestos, lead paint or other regulated materials. Additional field survey inspection may be required during construction to determine the presence, if any, of regulated materials. The A/E Services shall include coordination with the Town's hygienist for incorporation of hazardous materials abatement into the Project and the design documents.
12. *Testing*: The Town will engage third party contractors for required testing (i.e., materials, environmental), and storm water runoff. Traffic studies will be performed by the Town's staff engineer.

III. Project Schedule

The following is the *proposed* schedule, primarily relevant to the selection process. Please be advised that as part of your firm's proposal, a project schedule is to be included, using the following as a **general guideline**, incorporating any adjustments that proposer deems appropriate and necessary to successfully complete the Project. Feedback on the schedule is appreciated.

- Date of RFQ/RFP Issuance February 22, 2019
- Date of Mandatory Walkthrough February 28, 2019
- Requests for Information March 7, 2019
- Proposals Due March 21, 2019
- A/E Interviews April 3, 2019
- CMR Interviews April 9, 2019
- Recommendation for Award April 16, 2019
- Contract finalized May 14, 2019
- Conceptual Estimating Period (CMR) May 14, 2019 to May 30, 2019
- Schematic Design Completed (A/E) July 8, 2019
- Estimating Period (CMR) July 29, 2019
- Design Development Completed (A/E) September 4, 2019
- Estimating Period (CMR) September 25, 2019
- Construction Documents Issued November 25, 2019
- Bids Due/Guaranteed Maximum Price (GMP) (CMR) (A/E) December 18, 2019
- Bid Review & Awards (CMR) January, 2020
- Construction Phase Begin February, 2020
- Project Completion October, 2020
- Closeout December, 2020

IV. Submission Requirements

DIRECTIONS FOR WRITTEN SUBMISSION

Proposals shall include the following information and documents:

1. *Transmittal Letter*: A transmittal letter signed by a duly authorized representative of proposer certifying that the proposal and any fee included will remain in effect for 60 days after the proposal opening.
2. *Firm History*: Brief overview of proposer's history, from the firm's inception through its current operations. Comment on key officers of the company including backgrounds and responsibilities, locations of other offices and the number of professionals employed, etc.
3. *Project Experience*: Identify **similar** project experiences proposer has completed in the last three (3) years. Provide general information such as location, square footage, scope of services provided, and project costs. Please provide references for each identified project including name, address, and telephone number for all references.
4. *Design Team*: Provide resumes and an organization chart indicating the internal hierarchy based on authority and position for all proposed individuals who will be permanently or partially assigned to the Project by the A/E including individuals to be assigned to the Project by sub consultants.
5. *Insurance Coverage*: Provide a detailed description of the insurance coverage proposer carries.
6. *Scope of Services*: Acknowledge the acceptance of the Scope of Services in this RFQ/RFP. If you take exception to the categorization of any of the services that are requested as Basic Services, identify exceptions and provide a detailed explanation.
7. *Design Schedule*: Provide a design milestone schedule based on an estimated commencement date of **July 8, 2019** using the guideline set forth in Article III of this RFQ/RFP.
8. *Current Workload*: Describe proposer's current workload and ability to dedicate the time and resources required to complete the Scope of Services outlined in this RFQ/RFP and any additional services you think may be required.
9. *Special Services*: Discuss any special services proposer can provide Suffield on this Project that are not addressed in this RFQ/RFP.
10. *Project Approach*: A concise and complete description of the work to be performed, including:
 - a. An explanation of proposer's understanding of the project, its approach to the work, the key issues to resolve and the level of detail that can be accomplished for the work within the available time.
 - b. A detailed work program and time schedule for each phase of the project, including milestones for periodic review of the work with the PBC.
 - c. Describe proposer's approach to working with the CMR and the PBC over the course of the Project
11. *Claims and Disputes*: A description of all claims, disputes, arbitrations, and litigation proceedings in which the proposer was involved in the last five years up to the present and the resolution reached in

each case.

12. *Proposal Submittal Form*: Complete the Proposal Submittal Form attached hereto as Exhibit B. The Proposer shall provide a proposed lump sum fee for all Basic Services which lump sum fee shall be allocated per design phase as provided on the form. For Additional Services, the Proposer shall also provide all-inclusive hourly rates for the members of its Project Team and the staff of its sub consultants. All fee and pricing information shall be included on this form only and the form shall be submitted in a separate, sealed envelope and comply with the requirements of this RFQ/RFP.
13. Legal Status Disclosure (Exhibit E ii)
14. Suffield Ethics Commission Acknowledgement Form (Exhibit E iii)
15. Certification re: Equal Employment/Affirmative Action Policy (Exhibit E iv)
16. Non-collusion Affidavit (Exhibit E v)
17. Acknowledgement and Acceptance of Form of Contract (Exhibit E vi)

V. EVALUATION CRITERIA

The Permanent Building Commission will be using a quality based selection process to determine the successful proposer for the Project. The evaluation and subsequent award of a resultant contract (Exhibit A) will be primarily based on qualifications and not based on fees; however, the cost for proposer's services is one of the criteria upon which selection will be based. The Town is not required to select the low bidder per the Town's Procurement Policy. The evaluation will be based upon the written submittals and selected presentations and interviews. The factors, which will be evaluated, include the following:

1. The proposer's experience in providing Architectural/Engineering services, generally, and, in particular, designing and administering construction projects similar in size, scope and complexity to the Project.
2. The firm's level of performance on past projects, including, without limitation, adherence to project schedules and project budgets and the satisfaction of past owners with such performance. Review of proposer's references.
3. The qualifications and experience of the individuals representing the proposer on the proposed Design Team for the Project and their performance on past projects of similar size and scope as the Project.
4. The qualifications and experience of the sub consultants to be engaged by the proposer for the Project and the qualifications and experience of the individuals representing those sub consultants on the Design Team for the Project and their performance on past projects of similar size and scope as the Project.
5. The proposer's degree of contract oversight capability.
6. The proposer's approach to the Project and degree of the proposer's demonstrated ability to develop and control project costs, quality, and schedule as well as the proposer's methods for doing so.
7. The proposer's ability to prepare and provide accurate and constructible designs for the Project.
8. The content of the proposer and its consultants, support staff, etc. and their ability to work effectively together and with the Town on the Project.
9. The proposer's proposed design schedule, including milestones.
10. Clarity, organization, and effective presentation of proposal submittal.
11. Fees proposed for Basic Services and Additional Services set forth on the Proposal Submittal Form.
12. The number, context, and, where applicable, outcomes, of claims, disputes, arbitration, and litigation

proceedings involving the proposer are acceptable.

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.

All proposals will be publicly opened on the date, at the time, and at the place identified in this RFQ/RFP. Proposers may be present at the opening. The Town reserves the right to correct, after proposer verification, any mistake in a proposal that is a clerical error, such as a price extension, decimal point error or FOB terms.

The PBC may invite some or all proposers to participate in an interview with the PBC. Proposers selected for an interview will be provided with the names of the members of the interview panel. The selected proposers will be required to submit affidavits relating to their relationship(s) with members of the panel. The names of panel members will be released solely for the purpose of preparation of the affidavits. The selected proposers shall not directly contact the panel members prior to or following the interview process.

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 withdraw its Preliminary Notice of Award and 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.

By signature on the transmittal letter and the Proposal Submittal Form, the signer declares and confirms that no person or persons other than members of his/her proposing firm are interested in this Project or in the contract proposed to be awarded; that it is made without any connection with any other person or persons making a proposal for the same services and is in all respects fair and without collusion or fraud; that no person acting for or employed by the Town of Suffield is directly or indirectly interested therein, or in the services to which it relates or will receive any part of the profit or any commission therefrom in any manner which is unethical or contrary to the best interests of the Town of Suffield.

Unless otherwise noted within a proposal, proposals received in response to this RFQ/RFP, including proposed fee schedules, are assumed to continue to be valid and binding for sixty (60) days after the opening of proposals. If award is not made within such time, the proposal can be deemed to be either no longer valid, or can be extended with mutual consent of the Town and the proposer.

Any contract resulting from this solicitation shall be governed by the laws of the State of Connecticut. Documents/reports/data shall become the property of the Town of Suffield upon submission to the Town.

VI. Contract Considerations

1. FORM OF CONTRACT

- a. The Town intends to use the modified version of the standard AIA Form B133-2014 Standard Form of Agreement between Owner and Architect, Construction Manager as Constructor, with a specific set of document revisions, included as an exhibit to this RFQ/RFP for the purposes of engaging a firm to provide the requested services. AIA document revisions include adherence to conditions cited within this RFQ/RFP, with specific attention to indemnification, insurance and governing law. If a proposer is unwilling or unable to meet any of terms and conditions set forth in the proposed form of Agreement, the proposer must disclose that inability or unwillingness in its Proposal. The Town reserves the right to make changes to the contract as would best serve the interest of the Town and the Project.

2. INSURANCE

- a. Prior to the execution of any contract, the contract awardee must provide to the Town a certificate of insurance (Accord or other approved format) reflecting that the awardee maintains the following coverages and indicating that the Town of Suffield and other parties identified by the Town of Suffield have been named as additional insureds as regards the insurance described in (i), (ii) and (iv) below, for the following:
 - i. General Liability (including completed operations coverage) in the amounts of \$1,000,000 (combined single limit) Bodily Injury/Property Damage coverage per occurrence and \$3,000,000 general annual aggregate coverage.
 - ii. Automobile Liability in the amount of \$1,000,000 (combined single limit), Property Damage and Bodily Injury coverage.
 - iii. Professional/Errors & Omissions Liability, in an amount not less than \$1,000,000 per occurrence and \$3,000,000 aggregate.
 - iv. Excess/Umbrella Liability, in the amount not less than \$5,000,000.
 - v. Worker's Compensation as defined in the Connecticut General Statutes.
 - vi. Employer's Liability in an amount not less than \$1,000,000.
- b. The insurance requirements are more particularly described in the Contract. Said insurance shall be provided at the sole expense of the contract awardee and with an insurance company which is licensed to do business in the State of Connecticut and with a rating of A- or better by A.M. Best. Any subcontractor to a contracted firm shall be likewise covered, and shall furnish certificates of coverage acceptable to the Town before starting work. The contract awardee shall maintain professional liability insurance until the expiration of the applicable statute of limitations. The Town reserves the right to request from the successful proposer a complete, certified copy of any required insurance policy.

3. QUESTIONS AND AMENDMENTS

Questions concerning the process and procedures applicable to this RFQ/RFP are to be submitted in writing (including by e-mail) and directed only to:

Christopher Matejek, Facilities Manager
Tel: (860) 668-3890
Email: cmatejek@suffieldct.gov

Questions concerning this RFQ/RFP's Specifications are to be submitted in writing (including e-mail) and directed only to:

Christopher Matejek, Facilities Manager
Tel: (860) 668-3890
Email: cmatejek@suffieldct.gov

Proposers are prohibited from contacting any other Town employee, officer or official concerning this RFQ/RFP. A proposer's failure to comply with this requirement may result in disqualification. 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 RFQ/RFP, and no proposer shall rely on any alleged oral statement.

4. 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.

5. OWNERSHIP OF PROPOSALS

All proposals submitted become the Town's property upon submission and proposers are not entitled to have proposals returned to them.

6. FREEDOM OF INFORMATION ACT (CGS Sec. 1-200, et. seq.)

All information submitted in a proposal or in response to a request for additional information becomes a public record upon receipt by the Town and **is subject to disclosure** under the Connecticut Freedom of Information Act (FOIA), as amended and judicially interpreted. Although the FOIA provides a limited, permissive exemption from disclosure of responses to RFQ/RFPs (CGS Sec. 1-210(b) (24)), **this exemption expires** once a contract is executed or negotiations for the award of such contract have ended, whichever occurs earlier.

Each proposer should understand that the Town of Suffield does not guarantee that it will not disclose confidential financial, trade secret or other data of such proposer if a FOIA request for disclosure of the same is made. If the Town chooses not to disclose such information based on the limited, permissive exemption that the FOIA provides for trade secrets and other confidential information (CGS Sec. 1-210(b) (5) (B) and (A)), the Town cannot guarantee that the Freedom of Information Commission will not order the Town to disclose such information if a party requesting the same files a complaint with the Commission.

7. REQUIRED DISCLOSURES.

Each proposer must, as regards each form required to be submitted as part of a proposal, make the disclosures set forth in such form. A proposer's acceptability based on those disclosures lies

solely in the Town's discretion.

8. REFERENCES

Each proposer must complete and submit the Reference form included in this RFQ/RFP.

9. LEGAL STATUS

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

10. PRESUMPTION OF PROPOSER'S FULL KNOWLEDGE

Each proposer is responsible for having read and understood each document in this RFQ/RFP and any addenda issued by the Town. A proposer's failure to have reviewed all information that is part of or applicable to this RFQ/RFP, including but not only any addenda posted on the NEB Site, 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 RFQ/RFP or the performance of the work described herein. By submitting a proposal, each proposer represents that it has thoroughly examined and become familiar with the scope of services outlined in this RFQ/RFP, and it is capable of performing the services 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.

11. TAX EXEMPTIONS

The Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes. Federal Tax Exempt # 06-6002104.

12. 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 RFQ/RFP. Proposers with fewer than ten (10) employees should indicate that fact on the form and return the form with their proposals. A proposer with fewer than ten (10) employees shall further be required to have a written equal opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, gender, national origin or age. Findings of noncompliance with applicable State and Federal equal opportunity laws and regulations could be sufficient reason for revocation or cancellation of an award or resulting contract.

13. NONRESIDENT REAL PROPERTY CONTRACTORS:

If the selected A/E is a "nonresident contractor" as defined in Conn. Gen. Stat. § 12-430(7)(A) as amended, it shall comply fully with the provisions of § 12-430(7) and, prior to execution of the

Contract, shall furnish the Town with proof that it is a “verified contractor” within the meaning of General Statutes Section 12-430(7) or that it has posted a bond with the Commissioner of Revenue Services in compliance with General Statutes Section 12-430(7). The selected A/E agrees to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the “Town Indemnified Parties”), from any and all taxes, interest and penalties that the State of Connecticut asserts are due with respect to the selected A/E’s activities under the Construction Contract. The selected A/E shall also be required to pay any and all attorney’s fees incurred by the Town Indemnified Parties in enforcing any of the selected A/E’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 Construction Contract.

13. 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.

14. NON COLLUSION AFFIDAVIT

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

More than one offer from an individual, firm partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a proposer is interested in more than one bid for the work contemplated will cause rejection of all proposals in which the proposer is interested. Any or all proposers will be rejected if there is any reason for believing that collusion exists among the proposers.

Participants in such collusion may not be considered in the future offers for the same work. Each proposer, by submitting a proposal, certifies that it is not a part to any collusive action. Notices,

advertisements, and solicitations placed in accordance with Federal Law, rules or regulations, shall be deemed sufficient for the purpose of meeting the requirements of this section.

15. W-9 Form

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

VII. Exhibits

All exhibits accessible through New England Blue Print Co., Inc., 1365 Main St., Springfield, MA 01103, and phone: (413) 737-3556. The documents can also be viewed and downloaded at www.nebplans.com, selecting the "All Public Jobs" tab and choosing the "Town Hall Project."