



Stamford Public Schools

EXCELLENCE IS THE POINT.

MAIL BIDS TO: **STAMFORD PUBLIC SCHOOLS**
888 WASHINGTON BLVD.
PURCHASING DEPT., 3RD FLOOR
STAMFORD, CT 06901

RFP 21-30

REQUESTING DEPT: PURCHASING

TITLE OF RFP: ON-CALL AIR & WATER BALANCING SERVICE
DISTRICT WIDE
FOR STAMFORD PUBLIC SCHOOLS

BID OPENING: DATE: THURSDAY SEPTEMBER 30, 2021

TIME: 2:30 P.M.

PLACE: PURCHASING, 3rd FLOOR
888 Washington Boulevard
Stamford, CT 06901

4 COPIES OF RESPONSE REQUIRED

RFP 21-30

ON-CALL AIR & WATER BALANCING SERVICE DISTRICT WIDE

INVITATION TO BID/OVERVIEW OF SERVICES

- The Stamford Public Schools (SPS) is soliciting proposals from qualified contractors to provide On Call Air and Water Balancing Services district-wide. Examples of these specific services are outlined in more detail in the “Scope of Services” in section C.
- Requests for proposals will be available at the purchasing department section of the Stamford Public Schools (SPS) website:
<https://www.stamfordpublicschools.org/district/finance-purchasing/pages/rfps-and-bids> starting Friday September 10, 2021.
- Contracts shall be awarded to the individual, consultants, or organization whose proposal best meets all criteria listed in the RFP.
- **Proposals must be sealed and received by Thursday September 30, 2021 at 2:30 P.M.**
- Upon successful selection of a vendor, an award notification will be posted online at:
<https://www.stamfordpublicschools.org/district/finance-purchasing/pages/rfp-contract-award-notification>
- **Insurance Requirements:** The selected proposer, upon the signing of the formal contract, will be required to deliver an insurance certificate in amounts, companies, and terms acceptable to the Risk Manager of the City of Stamford. Also, the District reserves the right to modify the insurance coverage amounts as well as policy types prior to the development of a contract. (*See section A.5 for further info*)
- **Rejection of Proposals**
Stamford Public Schools reserves the right to reject for any reason deemed to be in the District’s best interest any and/or all proposals submitted under this RFP.
- **Negotiated Changes**
In the event negotiated changes occur after the awarding of the contract, the same pricing policies called for in the original contract will remain in effect.
- **Selection Committee**
For requests for proposals for services anticipated to exceed \$100,000, a selection committee shall be formed to review all proposals. The selection committee shall, if possible, interview the most qualified proposers. Proposals over \$100,000 will require SPS Board of Education approval.

SAMPLE SCORING SHEET

Proposal Selection Criteria	Points
Understanding of Engagement	15
Qualifications and Experience of Proposer	40
Professional References	25
Proposed Fee Arrangements	25
<u>Total</u> (maximum 100 pts)	100

A. GENERAL CONTRACT INFORMATION

1. Awarding the Contract (s)

The contract/s shall be awarded to the proposer whose proposal is deemed by the department head and/or selection committee to best provide the services desired, taking into account the requirements, terms and conditions contained in the request for proposals and the criteria for evaluating proposals. The SPS reserves the right to award this contract to one or multiple vendors provided that one vendor is financially beneficial to the district.

2. Contract Agreement

The successful bidder will be required to enter into an Agreement with Stamford Public Schools for the completion of the contract. If so, a sample copy of the Agreement is available at the following website:
https://www.stamfordpublicschools.org/sites/g/files/vyhliif3841/f/uploads/sample_agreement_for_boe_rfp_packages_1.pdf
The specifications of the proposal and the purchase order issued to the proposer shall serve as a contract where no formal written contract is required.

3. Terms of Agreement

The Agreement and pricing shall remain in effect for the school year of FY2021-2022 beginning in October 2021 and ending June 30, 2022, with option to renew for four (4) additional years, one year at a time, at the sole discretion of the SPS. Thereafter, the Agreement shall remain in effect until such time that either party gives sixty (60) business days prior written notice of its intent to terminate the Agreement.

4. Cancellation of the Contract

The Stamford Public Schools (SPS) reserves the right to cancel this contract, at any time, with sixty (60) days prior written notice to the consultant or organization, should any of the following conditions exist:

- Funds are not appropriated by the City of Stamford for the continuation of this contract

- The Stamford Public Schools (SPS), through changes in its requirements, method of operation, or program operation no longer has a need for the commodity or service.
- If the Contractor fails to fulfill its obligations under this contract properly and on time, or otherwise violates any provision of the contract, Stamford Public Schools may terminate the contract by written notice to the Contractor.
- As indicated in “sample contract on page 3” the SPS reserves the right to cancel for either cause or convenience.

5. Provision for Required Insurance

The Vendor shall maintain insurance, which complies with the insurance requirements contained in this Contract between the Stamford Public Schools, Stamford, Connecticut and the vendor. Such insurance required to be maintained by the vendor shall include:

1. General liability, which contains limits of liability of \$1,000,000/\$2,000,000 combined single limit per occurrence and aggregate for property damage and bodily injury. Such insurance shall contain operations liability, contractual liability, which covers any indemnities contained in this Contract, personal injury and advertising liability and completed operations and products liability.
2. If working with children, sexual abuse and molestation coverage, which may be included in the general liability policy or be a standalone policy, with a minimum limit of liability of \$1,000,000.
3. Workers’ compensation and employers liability, which covers the employees of the Vendor, if applicable. Employer’s liability insurance, which contains limits of liability of not less than \$100,000 each accident, \$100,000 disease policy limit and \$100,000 disease – each employee.
4. Professional liability, which covers the professional services of the Vendor [\$1,000,000].

The Stamford Public Schools, the City of Stamford and their employees, agents and officers shall be designated as additional insureds under the general liability policy. All insurance maintained by the Vendor shall be primary insurance, not excess or concurrent, with any insurance maintained by or on behalf of the Stamford Public Schools or City of Stamford. The Vendor agrees to hold the Stamford Public Schools, the City of Stamford, and their employees, agents, and officers, safe and harmless from liability during the performance of this contract, and provide a waiver of subrogation in favor of the Stamford Public Schools, the City of Stamford, and their employees, agents and officers. The Vendor shall provide the Stamford Public Schools with evidence of insurance, which complies with the insurance requirements hereunder.

6.1 Non-Discrimination

(a) The contractor agrees and warrants that in the performance of the contract, it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. If the contract is for a public works project, the contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such project. The contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

(b)The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "Affirmative Action-Equal Opportunity Employer" in accordance with regulations adopted by the Connecticut Commission on Human Rights and Opportunities ("CCHRO");

(c)The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a copy of these provisions, advising the labor union or worker's representative of the contractor's commitments under these provisions and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(d)The contractor agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 4a-62, 32-9e, 46a-56 and 46a-68b to 46a-68k, inclusive, and with each regulation or relevant order issued by said CCHRO;

(e) The contractor agrees to provide the SPS with such information requested by the SPS, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor.

6.2 Prime Contractor Responsibility

Vendors submitting proposals to this RFP may utilize the services of subcontractors. If subcontractors are planned to be used, this should be clearly explained in the proposal. The prime Proposer will be responsible for the entire contract performance whether or not a subcontractor is to perform.

All corporate information in this RFP must be included for each proposed subcontractor. The Proposal must also include copies of any agreements to be executed between the prime Proposer and any subcontractors in the event of contract award. Under this RFP, the Stamford Public Schools retains the right to approve all subcontractors.

6.3 Subcontractors

The contractor shall include the provisions of subsection (6 and 6.1) in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the SPS and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the CCHRO. The contractor shall take such action with respect to any such subcontract or purchase order as the SPS may direct as a means of enforcing such provisions.

The contractor agrees to comply with the CCHRO's requirements as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

6.4 Ambiguity in the RFP Specification

Prior to submitting the proposal, the contractor is responsible to bring to the SPS' attention any ambiguity in this RFP. Failure to do so shall result in the contractor forfeiting any claim for adjustment based on such ambiguity as should have been noted by a prudent contractor.

In the event of any ambiguity between the SPS' RFP and the proposer's proposal, then whatever shall be more favorable to the Stamford Public Schools as determined in the sole discretion of the SPS shall prevail and take precedence.

6.5 Ownership Information

The Stamford Public Schools shall have unlimited rights to use, disclose, or duplicate, for any purpose whatsoever, all information developed, derived, documented or furnished by the contractor under any contract resulting from this RFP.

In the event of contract award, all data collected and other documentation procured as part of the contract will become the exclusive property of the Stamford Public Schools and may not be copied or removed by any employee of the contractor without written permission of the Stamford Public Schools.

6.6 Proprietary Information

The Stamford Public Schools will not disclose any portion of the proposals except to members of the proposal evaluation team prior to contract award. The Stamford Public Schools retains the right to disclose the name of the successful proposer, the amount of contract, and any other information in the proposal that is pertinent to the selection of the contractor.

6.7 Independent Project Cost Determination and Gratuities

By submission of an offer, the proposer certifies, that in connection with this proposal:

- The costs in this offer have been arrived at independently, without consultation, communication or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other proposer or competitor.

- The prices quoted in this offer will not change for a period of one hundred and twenty (120) days after the receipt date at the Stamford Public Schools of this offer.
- Unless otherwise required by law, the costs which have been quoted in this offer have not been knowingly disclosed by proposer and will not knowingly be disclosed by the proposer prior to award, directly or indirectly to any other proposer or to any competitor.
- No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit an offer for the purpose of restrictive competition.
- No elected official or appointed official or employee of the Stamford Public Schools or the City of Stamford shall benefit financially or materially from any contract awarded pursuant to this RFP.

6.8 Gifts

During the term of this contract, including any extensions, the Contractor shall refrain from making gifts of money, goods, real or personal property or services to any appointed or elected official or employee of the City of Stamford or the Stamford Board of Education (“BOE”) or any appointed or elected official or employee of their Boards, Commissions, Departments, Agencies or Authorities. All references to the Contractor shall include its officers, directors, employees, and owners of more than 5% equity in the contractor. Violation of this provision shall constitute a material breach of this Agreement, for which this Agreement may be summarily terminated.

6.9 Incurring Cost

The Stamford Public Schools will not be held responsible for any costs incurred by the proposer for work performed in preparation and production of a proposal or for any work performed prior to the issuance of a contract.

6.10 Student Data Privacy

To effect the transfer of data subject to FERPA, the Contractor agrees and acknowledges as follows:

A. The Contractor shall ensure compliance in all respects with the provisions of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g, (“FERPA”) including any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose or share student information in a manner not allowed by federal or state law or regulation.

B. Student information, student records and student-generated content, as those terms are defined pursuant to Connecticut General Statutes §10-234aa (collectively “student data”), are not the property or under the control of the Contractor;

C. The Board shall have access to and may request the deletion of student data in the possession of the Contractor except when such data is (A) otherwise prohibited from

deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor, provided the Board may request the deletion of any such student data if such copy has been used by the operator to repopulate accessible data following a disaster recovery; at any time by notifying Contractor, in writing, of such request and identifying the information to be deleted;

D. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Agreement with the Board;

E. The procedures by which a student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct erroneous information, if any, in such student record is set forth in Board Policy, with specific reference to Policy 5115 (as may be amended from time to time) and its associated Regulation(s), a copy of which may be found at

<http://www.stamfordpublicschools.org/district/board-education/pages/policy-handbook>.

F. The Contractor shall take actions designed to ensure the security and confidentiality of student data;

G. The Contractor shall adhere to the following procedures to notify the Board in the event that there has been an unauthorized release, disclosure or acquisition of student data:

a. Upon the discovery of a breach of security that results in the unauthorized release, disclosure or acquisition of student information, excluding any directory information contained in such student information, the Contractor shall notify, without unreasonable delay, but not more than thirty days after such discovery, the Board in writing through the Superintendent of Schools of such breach of security. During such thirty-day period, the Contractor may (A) conduct an investigation to determine the nature and scope of such unauthorized release, disclosure or acquisition, and the identity of the students whose student information is involved in such unauthorized release, disclosure or acquisition, or (B) restore the reasonable integrity of the Contractor's data system.

b. Upon the discovery of a breach of security that results in the unauthorized release, disclosure or acquisition of directory information, student records or student-generated content, the Contractor shall notify, without unreasonable delay, but not more than sixty days after such discovery, the Board of such breach of security. During such sixty-day period, the Contractor may (A) conduct an investigation to determine the nature and scope of such unauthorized release, disclosure or acquisition, and the identity of the students whose directory information, student records or student-generated content is involved in such unauthorized release, disclosure or acquisition, or (B) restore the reasonable integrity of the Contractor's data system.

H. Student data shall not be retained or available to the Contractor upon expiration of the Agreement between the Contractor and the Board, except a student, parent or legal guardian of a student may choose to independently establish or maintain an electronic account with the Contractor after the expiration of such Agreement for the purpose of storing student-generated content.

I. All student-generated content shall be the property of the student or the parent or legal guardian of the student.

J. The Contractor shall implement and maintain security procedures and practices designed to protect student information, student records and student-generated content from unauthorized access, destruction, use, modification or disclosure that, based on the sensitivity of the data and the risk from unauthorized access, (1) use technologies and methodologies that are consistent with the guidance issued pursuant to section 13402(h)(2) of Public Law 111-5, as amended from time to time, (2) maintain technical safeguards as it relates to the possession of student records in a manner consistent with the provisions of 45 CFR 164. 312, as amended from time to time and (3) otherwise meet or exceed industry standards.

K. The Contractor shall not use (1) student data for any purposes other than those authorized pursuant to this Agreement, or (2) personally identifiable information contained in student data to engage in targeted advertising.

L. The parties agree that this Agreement controls over any inconsistent terms of conditions contained within any other agreement entered into by the parties concerning student data.

M. If a court of competent jurisdiction finds that any provision of this Agreement is invalid, illegal or unenforceable, in any respect, then such invalidity, illegality or unenforceability shall not affect or impair any other remaining provisions of this Agreement, which shall remain in full force and effect. Moreover, if a court of competent jurisdiction finds that any provision of this Agreement is excessively broad, then such provision shall be construed by limiting it so as to be enforceable to the extent compatible with applicable law.

N. If a court of competent jurisdiction finds that any provision of this Agreement is invalid, illegal or unenforceable, in any respect, then such invalidity, illegality or unenforceability shall not affect or impair any other remaining provisions of this Agreement, which shall remain in full force and effect. Moreover, if a court of competent jurisdiction finds that any provision of this Agreement is excessively broad, then such provision shall be construed by limiting it so as to be enforceable to the extent compatible with applicable law.

6.11 Code of Ethics

Vendor shall comply with the Stamford Municipal Code of Ethics as codified in Chapter 19 of the City of Stamford Code of Ordinances and shall be considered an “employee”, as defined in that Chapter, strictly for the purpose of compliance thereto. Vendor is prohibited from using its status as a vendor to derive any interest(s) or benefit(s) from other individuals or organizations.

6.12 Off Contract Purchase

The District reserves the right to purchase items and/or products covered by this agreement from alternate sources, should, during the term of this agreement, the District obtain more favorable pricing from those alternate sources or determine that it is in its best interest to purchase an item from an alternate source. This Contract is not an exclusive Contract.

6.13 Information on Bidders' Background

In addition to the specific information required to be submitted in direct response to this procurement, the Stamford Public Schools reserves the right to request certain additional information from any/all bidders, such as Dunn & Bradstreet reports, certified financial statements, lists and details on equipment and other important and necessary information and documents that will serve the best interest of the City, in the opinion of Superintendent of Schools and/or of the Purchasing Agent, in determining the capabilities of a contractor.

6.14 Independent Contractor Status

It is the intent of this proposal that the successful bidder is an independent contractor, and not an employee or agent. Nothing in this proposal or the contract to be signed shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Stamford Public Schools and the Agency, or any employee or agent of the Agency, or between the Agency and any agent or employee of the Board. Both parties acknowledge that the Agency will not be an employee for federal or state tax purposes.

B. BACKGROUND

SPS serves some 16,500 students in 23 sites, grades Pre K – 12. The district, which encompasses approximately 3 million square feet of space, includes one (1) Pre-K program; thirteen (13) elementary schools, eleven (11) include grades K-5, one (1) is K-6, and one (1) includes grades K-8; five (5) middle schools with grades 6-8; and three (3) high schools; and a 6-12 alternative program. Included in this mix are five (5) magnet elementary schools, one (1) magnet middle school, two (2) large comprehensive high schools, a magnet technology and engineering high school, and two (2) alternative high school programs.

C. SCOPE OF SERVICES

Testing, Adjusting, and Balancing

TAB services will be required at all the school buildings and affecting multiple equipment.

It will be a requirement for all contractors to perform a site tour of each school and to review the existing mechanical systems.

This will be a collaborative effort between the awarded contractor and the SPS Facilities Staff. The SPS Facilities Staff will confer with the TAB Contractor and collaborate for review of all reports and recommendations. TAB reports will be made to the SPS and will required thorough review for proposed improvements and corrections.

Qualifications of the TAB of Contractor:

- Criteria for qualifications shall be membership in the AABC or certification by the NEBB, and the agency shall have not less than 5 years' experience on projects of similar scope and complexity.
- The agency shall be independent of the original installing contractors or existing equipment suppliers for this project.
- Submit a current list of projects for which the balancing contractor provided services, including references and phone numbers, and name of principal technician.

Codes, Regulations and Standards:

All work shall conform to the following codes, regulations, and standards of the latest issue:

- Stamford Building Department and Stamford State Building & Mechanical Code
- Associated Air Balance Council (AABC), "National Standards for Field Management and Instrumentation Total System Balance," Blume One, No. 81266
- ASHRAE Handbook, HVAC Systems & Applications
- AMCA Publications 203 Fan Application Manual, Part 3, Field Performance Measurement
- National Institute of Health (NIH)
- Industrial Ventilation Guide, American Conference of Governmental Industrial Hygienist
- National Environmental Balancing Bureau (NEBB) "Procedural Standards for Testing, Adjusting, Balancing of Environmental Systems."

Related Work (at minimum)

- During the balancing work, list all items which are installed incorrectly or have not been installed in accordance with the construction drawings and/or specifications or in accordance with common practice or proper operation. This shall include all air distribution, piping, pumping, heating and cooling systems.
- During the balancing work, advise the Stamford Public Schools (SPS) of any deficiencies in the construction or systems such as lack of balancing valves, dampers, etc. that adversely impact the "balance-ability" of systems.
- During the balancing work, report all deficiencies in controls, air valve leakage, damper leakage, terminal unit leakage, thermostat malfunction, excessive noise in the HVAC system, etc. that adversely impact the quality of the HVAC systems.

Contractor to List all Company Certifications and Copies (examples listed below)

- Certified TABB Contractor
- HVAC Fire Life Safety Level 1 Contractor
- HVAC Fire Life Safety Level 2 Contractor
- Certified Sound & Vibration Contractor

- Certified Commissioning Contractor
- Does Contractor have CT SM-1 Sheet Metal License or any other State License's (provide copies)
- Others: _____

Contractor to list the number of technicians for each certification, the straight time hourly rate, and the overtime-hourly rate in the price table below:

PRICING STRUCTURE:

<u>Technician Certifications</u>	<u>Number of Technicians</u>	<u>Straight Time Hourly Rate</u>	<u>Over Time Hourly Rate</u>
TABB Technician	# _____	\$ _____	\$ _____
TABB Supervisor	# _____	\$ _____	\$ _____
TABB Commissioning Supervisor	# _____	\$ _____	\$ _____
TABB Sound & Vibration Supervisor	# _____	\$ _____	\$ _____
Indoor Air Quality Technician	# _____	\$ _____	\$ _____
HVAC Fire Life Safety Level 1 Technician	# _____	\$ _____	\$ _____
HVAC Fire Life Safety Level 1 Supervisor	# _____	\$ _____	\$ _____
HVAC Fire Life Safety Level 2 Technician	# _____	\$ _____	\$ _____
HVAC Fire Life Safety Level 2 Supervisor	# _____	\$ _____	\$ _____
Fume Hood Performance Testing Technician	# _____	\$ _____	\$ _____
EPA Universal Technician	# _____	\$ _____	\$ _____
Construction Safety & Health	# _____	\$ _____	\$ _____
Any extra charges example mileage, truck zone charge, etc.		\$ _____	\$ _____

Percentage make on material _____

Percentage mark up on any sub-contractor they use in our district. Example lift /equipment rental, insulator, etc. _____

Hourly Rate for FY22-23 \$ _____ FY23-24 \$ _____ FY24-25 \$ _____ FY25-26 \$ _____

OT Rate/Hr for FY22-23 \$ _____ FY23-24 \$ _____ FY24-25 \$ _____ FY25-26 \$ _____

D. PLACE OF WORK

The awardee and the Stamford Public Schools shall agree on the location.

E. SUBMISSION OF QUESTIONS

Questions relating to this request for proposal must be submitted **in writing (E-MAIL ONLY)** to the following address **no later** than **Friday September 24, 2021**:

Stamford Public Schools
John Perna
Facilities Manager
jperna@stamfordct.gov

F. PROPOSAL SUBMISSION

Four (4) complete sets of the proposal along with one (1) **electronic copy (USB Drive)** are to be submitted in a sealed envelope and received by the **Purchasing Department, 3rd Floor, by Thursday September 30 2021 at 2:30 pm**, and listing the following information on the outside of the envelope: **RFP 21-30 | Bidder's name and address | Proposal Due date. No telephone, electronic, or facsimile proposals will be considered.** No proposals will be accepted after this time.

- Send your proposal to the attention of:
Stamford Public Schools
Attn: 3rd Floor, Purchasing | RFP 21-30 On-Call Air & Water Balancing Service
888 Washington Blvd.
Stamford, CT 06901

Due Date: Proposals must be received by 2:30 pm on Thursday September 30, 2021.
Any proposal received after the date and time specified shall not be accepted and shall be returned unopened.

The proposal should include:

1. Tax Exempt
The Stamford Public Schools is exempt from the payment of taxes imposed by the Federal Government and/or State of Connecticut. Such taxes must not be included in the proposal price.
2. The **“Official Response Form”** attached must be completed.
3. The **“Non-Collusion Affidavit”** attached must be completed.
4. The **“Contractor’s Statement”** attached must be completed.
5. The **“Contractor’s Verification”** attached must be completed.
6. All material submitted in response to this RFP will become public record and will be subject to inspection after Intent to Award notice is issued. Any material

requested to be treated as proprietary or confidential must be clearly identified and easily separable from the rest of the proposal.

7. A proposal submitted in response to the RFP shall constitute a binding offer. The autographic signature of the proposer shall indicate acknowledgement of this condition, or an officer legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Proposer of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the SPS's RFP. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined in the RFP.

Failure to comply with all submission requirements may result in reduction of 5-10 points off the “Matrix of Qualifications” score. *For instance, not submitting an electronic copy (USB Drive).

RFP 21-30

ON-SITE AIR & WATER BALANCING SERVICE

G. OFFICIAL RESPONSE FORM

Name of Consultant/Vendor _____

Name/Title of Primary contact person _____

Address of Vendor _____

Phone Number of Vendor _____

Contact Person e-mail for follow-up _____

Number of Years' providing similar work: _____ years

List of School/City based references for contracts of a similar nature, including contact names, school district and phone numbers (Contract size can be either # students served or annual dollar amount)

	<u>Reference District</u>	<u>Contact Name</u>	<u>Phone Number</u>	<u>E-mail</u>	<u>Contract Size</u>
a)	_____	_____	_____	_____	_____
b)	_____	_____	_____	_____	_____
c)	_____	_____	_____	_____	_____

H. NON-COLLUSION AFFIDAVIT

The undersigned, having been duly sworn, affirms and says that to the best of his/her knowledge and belief:

1. The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement with any other Proposer or with any competitor for the purpose of restricting competition.
2. Unless otherwise required by law, the prices, which have been quoted in this Proposal, have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor.
3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

Name of Proposer: _____

By: _____

Print Name: _____

Title: _____

STATE OF CONNECTICUT
Contractor Verification
(in accordance with Public Act 16-67)

Directions to Contractor: Connecticut law requires that any contractor applying or bidding for a contract (including individuals who are independent contractors) with a local or regional board of education, a governing council of a state or local charter school, or inter-district magnet school operator require any employee with the contractor who would be in a position involving direct student contact to supply the contractor with the information provided in this form. Information may be collected either through a written communication or telephonically.

In addition, pursuant to Connecticut General Statutes (C.G.S.) § 10-222c, the contractor is required to contact – either telephonically or through written communication – any current or former employer of an employee if such employer was a local or regional board of education, a governing council of a state or local charter school, or inter-district magnet school operator or if the employment caused the employee to have contact with children, to request any information concerning whether there was a finding of abuse or neglect or sexual misconduct against the employee. If the contractor receives any information indicating such a finding, or otherwise has knowledge of such a condition, the contractor must immediately forward such information to any local or regional board of education with which the contractor is under contract.

Directions to Employee of Contractor: Pursuant to Connecticut state law, employees of a contractor who would be in a position involving direct student contact must supply all of the information provided in Section 2 of this form.

Section 1 – To be completed by Contractor

Name	
Street address	
City, State, Zip Code	
Contact person	
Telephone number/email address	

Section 2 – To be completed by Employee of Contractor

Part A. On a separate sheet of paper, please list the name, address and telephone number of each current or former employer, if such current or former employer was a local or regional board of education, a governing council of a state or local charter school, or inter-district magnet school operator, or if such employment otherwise caused you to have contact with children.

Part B. Please complete the questions below in their entirety.

Have you ever:

Y N

Been the subject of an abuse or neglect or sexual misconduct investigation by any employer, state agency or municipal police department (answer “no” if the investigation resulted in a finding that all allegations were unsubstantiated)?

Y N

Been disciplined or asked to resign from employment or resigned from or otherwise separated from any employment while an allegation of abuse or neglect was pending or under investigation by the Department of Children and Families (the “department”), or an

allegation of sexual misconduct was pending or under investigation or due to an allegation substantiated pursuant to section 17a-101g of abuse or neglect, or of sexual misconduct or a conviction for abuse or neglect or sexual misconduct?

Y N

Had a professional or occupational license or certificate suspended or revoked or ever surrendered such a license or certificate while an allegation of abuse or neglect was pending or under investigation by the department or an investigation of sexual misconduct was pending or under investigation, or due to an allegation substantiated by the department of abuse or neglect or of sexual misconduct or a conviction for abuse or neglect or sexual misconduct?

Part C – Written Consent and Disclosure Authorization. I hereby authorize the entities I have listed in Section 2 of this form to release to the entity listed in Section 1 of this form the information required to be released by my previous employer pursuant to (C.G.S.) § 10-222c along with any related records. I hereby consent to and authorize disclosure by the State Department of Education of the information requested pursuant to C.G.S. § 10-222c, as amended by Public Act 16-67, and I hereby authorize the release by the State Department of Education of any related records. I further hereby release the above-named employer(s) and the State Department of Education from any and all liability of any kind that may arise from the disclosure or release of records requested pursuant to C.G.S. § 10-222c, as amended by Public Act 16-67.

Signature of Applicant

Date

NOTES:

The terms provided below are currently defined in state law as follows. Please note that statutes may be amended from time to time.

Sexual Misconduct means – “any verbal, nonverbal, written or electronic communication, or any other act directed toward or with a student that is designed to establish a sexual relationship with the student, including a sexual invitation, dating or soliciting a date, engaging in sexual dialog, making sexually suggestive comments, self-disclosure or physical exposure of a sexual or erotic nature and any other sexual, indecent or erotic contact with a student.” Connecticut General Statutes § 10-222c(k).

Abuse or neglect means – “abuse or neglect as described in Section 46b-120, and includes any violation of Sections 53a-70, 53a-70a, 53a-71, 53a-72a, 53a-72b or 53a-73a.” Connecticut General Statutes § 10-222c(k).

The Connecticut State Department of Education is an affirmative action/equal opportunity employer and does not discriminate on the basis of race, color, religion, sex, gender identity or expression, sexual orientation, marital status, national origin, ancestry, age, criminal record, political beliefs, genetic information, intellectual disability, past or present history of mental disability, learning disability, or physical disability, including, but not limited to, blindness or any other basis prohibited by Connecticut state and/or federal nondiscrimination laws.

CONTRACTOR'S STATEMENT

Pursuant to Section 103 .1 of the Stamford Code of Ordinances, I hereby provide the following:

If a joint venture, trustee, partnership, Limited Liability Company or partnership, the names and addresses of all joint venturers, beneficiaries, partners or members:

If a corporation, the names and addresses of all officers and the names and addresses of all parties owning over 10% of its common stock or over 10% of its preferred stock. If any of said stockholders is a holding corporation, the names and addresses of all persons owning a beneficial interest in over 10% of the common or preferred stock of said holding company.

The names and positions of all persons listed hereinabove who are elected or appointed officers or employees of the City of Stamford.

Name of

Bidder/Proposer: _____

Signature of Bidder/Proposer: _____

Title: _____

Company Name: _____

Address: _____

**SAMPLE
CORPORATE
RESOLUTION
NEXT PAGE**

(COMPANY LETTERHEAD WITH LOGO HERE)

CORPORATE RESOLUTION

DATE:

We, the undersigned, being all the Directors of , organized and

(Name of company)

existing under the laws of , and having its principal place of business at

(State)

(Company's Address)

hereby certify that the following individuals are representatives of the company who can execute

documents.

Date

Date

Date

[CLEAR FORM](#)

[PRINT](#)

Hover over text boxes above to know what to input