MARLBOROUGH SCHOOL DISTRICT
Elmer Thienes - Mary Hall Elementary School

Request for Qualifications No. 23-010
Title: Educational Facility Assessment and Long-Term Capital Plan
Date Issued September 15, 2023
Issued on behalf of Marlborough Public Schools
RFQ Submissions Due October 10, 2023 @ 2:00 P.M.
Submit Responses Deliver/Mail to: Marlborough School District Attn: John Mercier, RFQ 23-010 25 School Drive Marlborough, CT 06447
Deadline for questions: October 4, 2023
Contact for Questions/Project Manager John Mercier, Director of Operations (jmercier@marlborough.k12.ct.us)
Pre-Proposal Meeting: Yes, September 27, 2023 @ 3:30 PM
Mandatory? No, but highly recommended

Introduction

Marlborough School District (the "District"), Marlborough, Connecticut is requesting proposals from qualified Educational consultant(s) and Architectural/Engineering firms for an Educational Facility Assessment and Long-Term Capital Plan. The District will employ a consulting firm (or a team of firms, led by a prime firm) to evaluate the physical condition of all existing school facilities, prepare facility assessment and Long-Term Capital Plan documents, and present recommendations to the District. The full scope of work is described in the scope/specifications appended hereto.

RFQ SUBMISSION REQUIREMENTS

Proposals must be received by the due date and time in order to be considered. Please be advised that the District does not accept bids or proposals by fax.

The following documents should be returned with your RFQ:

- Contractor's Statement
- Non-Collusion Affidavit
- A Certificate of Corporate Resolution signed by the Secretary of your firm, authorizing you to execute a contract.
  - Or
- A Certification as to Contract Signatory for Limited Liability Companies (LLCs) signed by the Secretary of your firm, authorizing you to execute a contract.
- Proposer's Information and Acknowledgement Form
- Department of the Treasury Internal Revenue Service Form W-9
- Commission on Human Rights and Opportunities Contract Compliance Regulations Notification to Bidders Form
  http://www.ct.gov/chro/lib/chro/Notification_to_Bidders.pdf

Inquiries

All technical inquiries regarding this RFQ must be in writing and must be addressed to the Technical Contact identified on the cover sheet. The deadline for submitting questions related to this RFQ is 6 working days before the due date. Responses to all questions will be furnished through a formal addendum following the closing date listed herein.

Incurring Cost

The District 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.

Rejection/Acceptance of Proposals

The District reserves the right to refuse for any reason deemed to be in the District's best interest any and/or all proposals submitted under this RFQ.

This RFQ is not an offer to contract. Acceptance of a proposal neither commits the District to award a contract with any firm, even if all requirements in this RFQ are met, nor limits its right to negotiate in the best interest of the District. The District reserves the right to contract with any firm for any reason. The District is not required to accept the low bidder's proposal.

Addenda to RFQ

Amendments to this RFQ may be necessary prior to the closing date and will be furnished to all prospective proposers. Failure to acknowledge receipt of amendments in accordance with the instructions contained in the amendment may result in the proposal's not being considered.

Submission of Proposals

Each proposer must submit their proposal by the date and time stated on the cover sheet. Proposals received after the date and time prescribed shall not be considered for contract award and shall be returned to the proposer. Faxed RFQ responses will not be accepted as a qualified RFQ submission.

Proprietary Information

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

Key Personnel

Vendors must clearly explain and identify, in detail, the services they provide and identify their qualifications. Vendors must provide a resume indicating their experience.

Independent Project Cost Determination and Gratuities

By submission of a proposal, the proposer certifies that in connection with its procurement:

The financial data in this offer has 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 financial data quoted in this offer will not change for a period of one hundred twenty (120) days after the receipt date at the District of this offer.

Unless otherwise required by law, the financial data which has been quoted in this offer have not been knowingly disclosed by the 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 restricting competition.

No elected official or appointed official or employee of the District or family members shall benefit financially or materially from this contract.

Prime Contractor Responsibility

Vendors submitting proposals to this RFQ may not utilize the service of subcontractors without the prior written approval of the District. If subcontractors or partners are planned to be used, this should be clearly explained in the response. The prime contractor will be responsible for the entire contract performance whether or not a sub-contractor or partner is used to perform. All corporate information required in this RFQ must be included for each proposed partner or sub-contractor. The proposal must also include copies of any agreements to be executed between the prime contractor and any partners or subcontractors in the event of contract award. Under this RFQ, the District retains the right to approve all partners or subcontractors.

Availability of Funds

The contract award under this RFQ is contingent upon the availability of district funds. **In the event that funds are not available, any contract resulting from this RFQ will become void and of no force and effect.**

Ambiguity in the Request for Proposal (RFQ)

Prior to submitting the proposal, the contractor is responsible to bring to the District's attention any ambiguity in this RFQ. Failure to do so shall result in the contractor's 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 District's RFQ and the proposer's proposal, then whatever shall be more favorable to the District as determined in the sole discretion of the District shall prevail and take precedence.

Ownership Information

The District shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information developed, derived, documented or furnished by the proposer under any contract resulting from this RFQ.

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

Contract Agreement

The selected proposer will be required to agree to and sign a formal written contract agreement in a form approved by the District.

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 District. See attached insurance requirements.

Competition Intended

It is the District's intent that this RFQ permit competition. It shall be the proposer's responsibility to advise the District in writing if any language, requirement, scope, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFQ to a single source. Such notification must be received by the District not later than seven (7) days prior to the date set for acceptance of proposals.

Tax Exempt

The District 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 bid price.

Notification to Submitters (Rev. 9-1-17)

1. The contract awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes.

The District is an Affirmative Action/Equal Opportunity Employer/purchaser. Small, Minority, Women and Disadvantaged Business Enterprises are encouraged to respond.

The District aggressively solicits the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials. "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: (I) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as"(!) Black Americans; (2) Hispanic Americans; (3) persons who have origins in the Iberian Peninsula; (4) Women; (5) Asian Pacific Americans and Pacific Islanders; and (6) American Indians. An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The District will consider the following factors when reviewing the Bidder's/Proposer's qualifications:

(a) success in implementing an affirmative action plan;
(b) where applicable, success in developing an apprenticeship program complying with Sections 46a-68-l to 46a-68-l 7 of the Administrative Regulations of Connecticut State Agencies, inclusive;
(c) a promise to develop and implement a successful affirmative action plan;

(d) submission of employment statistics contained in the Connecticut Commission on Human Rights and Opportunities ("CCHRO") "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
(e) a promise to set aside a portion of the contract for legitimate minority business enterprises.

2. 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 supplies 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 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 District with such information requested by the District, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor.

3. Subcontractors

The contractor shall include the provisions of subsection (2) in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the District 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 District 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.

GIFTS:

During the term of this contract, including any extensions, the Contractor shall refrain from 6

making gifts of money, goods, real or personal property or services to any appointed or elected official or employee of the District or the MES Board of Education or family member 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.

PLEASE NOTE: THIS AGREEMENT IS PROVIDED AS AN EXAMPLE ONLY. THE ACTUAL CONTRACT SUBMITTED FOR YOUR FIRM'S SIGNATURE WILL VARY BASED UPON THE PARTICULARS OF THE SPECIFIC RFQ/RFQ PACKAGE.

A G R E E M E N T

THIS AGREEMENT dated the day of , 2023, by and between the **Marlborough School District**, hereinafter referred to as the "District," 25 School Drive, Marlborough, Connecticut 06447, acting herein by John Mercier, its Director of Operations, hereunto duly authorized, and

hereinafter referred to as the "Contractor," acting herein by _____ _____ , _____, duly authorized.

W I T N E S S E T H

WHEREAS, the District solicited Request for Proposals for #23-010 ; and,

WHEREAS, the Contractor has responded to the District by submitting a Response to the Request for Proposal; and,

WHEREAS, the District has accepted the Contractor's Proposal for said work, pursuant to the terms hereinafter set forth.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES. The scope of services shall consist of those duties, functions, obligations, responsibilities, and tasks set forth in: (a) the District's Request for Proposal # , attached hereto as Exhibit A and made a part hereof; and (b) the Contractor's Proposal, Exhibit B attached hereto and incorporated herein.

2. COMPENSATION. The District shall pay as compensation to the Contractor a fee of _____.

3. TIME OF COMMENCEMENT AND COMPLETION OF WORK. The Contractor shall commence the work hereunder upon the execution of this Agreement by both parties and shall substantially complete the project in a schedule agreed to by District and Contractor. It is agreed and understood that time is of the essence and that Contractor's failure to substantially complete the work within the period allowed shall constitute a breach of this Agreement. Contractor's sole remedy for delays shall be an extension of time to complete the work and Contractor hereby waives any claims for consequential damages, including, but not limited to, principal office expense, loss of financing, reputation and/or lost profit.

4. REVIEW OF WORK. The Contractor will permit the District, its officers, agents, and employees, to review, at any time, all work performed under the terms of this Agreement at any stage of the work.

5. INDEMNIFICATION. The Contractor shall indemnify and hold harmless The District, its officers, agents and employees, from loss, cost, damage, injury, liability, and claim for injury to or death of a person, including employees of The Contractor or loss of or damage to property, resulting directly or indirectly from The Contractor's negligent performance pursuant to this Agreement, or by any omission to perform some duty imposed by law or this Agreement upon The Contractor, its officers, agents and employees. The foregoing indemnity shall include reasonable attorneys' fees and costs of suit, if applicable, and shall not be limited by reason of any insurance coverage required pursuant to this Agreement;

6. ASSIGNMENT. The Contractor shall not assign or transfer any portion of the work set forth herein without the prior written approval of the District.

7. BOOKS AND RECORDS. The Contractor shall maintain or cause to be maintained all records, books, or other documents relative to charges, costs, expenses, fees, alleged breaches of Agreement, settlement of claims, or any other matter pertaining to the Contractor's demand for compensation by the District for a period of not less than three (3) years from the date of the final payment for work performed under this Agreement.

8. INSURANCE. The Contractor shall provide and pay for such insurance as is set forth in Exhibit A – Insurance Requirements of the District, attached hereto as Exhibit A and made a part hereof.

9. REPRESENTATIONS. The Contractor represents that it is an expert in relation to the work to be performed under this Agreement. The Contractor further represents that it has the requisite skill, expertise, and knowledge necessary to perform the scope of services required under the terms of this Agreement, including any supplementary work, and the District relies upon said representation in executing this Agreement.

10. INTERPRETATION. The parties agree that in the event of any ambiguity between the terms of this Agreement, the District's Request for Proposal (Exhibit A), and the Contractor's Proposal (Exhibit B), the District in its sole discretion shall determine the terms and/or the documents which shall prevail and take precedence.

11. NON-APPROPRIATION. The Contractor acknowledges that the District is an educational entity and that the District's obligation to make payments under this Agreement is contingent upon the appropriation by the District's Board of Education of funds sufficient for such purposes, for each budget year in which this Agreement is in effect. If sufficient funds to provide for the payment(s) hereunder are not appropriated, the District may terminate this Agreement upon notice in writing to the Contractor.

12. SUBCONTRACTING. Aside from those subcontractors disclosed in The Contractor's Proposal, attached hereto as Exhibit B**,** if any, the Contractor is prohibited from further subcontracting the work of this Agreement or any part of it unless The District first approves such subcontracting in writing and approves, in writing, of the specific subcontractor(s) The Contractor proposes to be used. The Contractor shall provide the District fully executed copies of the District State of Connecticut Contractor Verification (in accordance with Public Act 16-67) Compliance Affidavit(s) for all proposed subcontractors. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void. Should The District approve of a proposed subcontractor,;

13. TERMINATION.

A. **TERMINATION FOR CAUSE, SANCTIONS AND PENALTIES**. If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if the Contractor shall violate any laws or any of the covenants, agreements, or stipulations of this Agreement, the District shall thereupon have the right to terminate this Agreement for cause by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished reports, documents, data, studies, photographs, or other material prepared by the Contractor pursuant to its performance under this Agreement shall, at the option of the District, become the District's property. The Contractor shall be entitled to receive just and equitable compensation for any satisfactory services completed up to the effective date of termination. The Contractor shall not be responsible for any claims resulting from the District's use of the documents on another project or changes made to the documents without the Contractor's express written permission;

The term "cause" includes, without limitation the following:

1) If the Contractor furnished any statement, representation, warranty or certification in connection with this Agreement, which is materially false, deceptive, incorrect, or incomplete;

2) If the Contractor fails to perform to the District's satisfaction any material requirement of this Agreement or is in violation of any specific provision thereof or any State or Federal law or requirement; or

3) If the District reasonably determines that satisfactory performance of this Agreement is substantially endangered or can reasonably anticipate such an occurrence or default.

Should the District terminate this Agreement for cause, the Contractor shall not be relieved of liability to the District for any damages sustained by the District by virtue of any breach of this Agreement by the Contractor and the District may withhold any payment to the Contractor for the purposes of set-off until such time as the exact amount of damages due the District from the Contractor is determined. Further, if applicable, the District shall have the right to:

1) Complete the work of this Agreement, or any part thereof, either by itself or by other Contractors, at the expense of the Contractor;

2) Purchase the products or services that are the subject of this Agreement elsewhere and hold the Contractor responsible for any increase in cost;

3) Pursue any equitable remedy, including, but not limited to, specific performance or injunction; and/or

4) Disqualify the Contractor from bidding on, submitting proposals for, or being awarded any District contract for a period not to exceed two (2) years from the date of such termination;

B. **TERMINATION FOR CONVENIENCE.** The District may terminate this Agreement at any time the District determines that the purposes of the distribution of monies under the Agreement would no longer be served by the services provided. The District shall effect such termination by giving written notice of termination to the Contractor and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described Subsection A shall, at the option of the District, become property of the District. If the Agreement is terminated by the District as provided herein, the Contractor shall be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed to the effective date of termination bear to the total services of the Contractor pursuant to the terms of the Agreement, less payments of compensation previously made, and subject to the District's right of set-off for any damages pursuant to the terms of the Agreement.

14. DISPUTE RESOLUTION.

A. EXECUTIVE MEETING. The parties shall endeavor to resolve all claims, disputes, or other matters in controversy arising out of or related to this Agreement (“Claims”) through a meeting of the chief executives of each party, or their respective designees (“Executive Meeting”).

A request for an Executive Meeting shall be made by a party in writing and delivered to the other party. The request may be made concurrently with the filing of a non-binding mediation as set forth herein. The Executive Meeting shall be a condition precedent to mediation unless 30 days have passed after the Executive Meeting has been requested with no meeting having been held.

The Executive Meeting shall be held in the place where the Project is located, unless another

location is mutually agreed upon.

B. MEDIATION. Any Claim subject to, but not resolved by, an Executive Meeting shall be subject to mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its applicable rules and procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation.

The request may be made concurrently with the filing of arbitration but, in such event, mediation shall proceed in advance of arbitration, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

C. ARBITRATION. Any Claim subject to, but not resolved by, mediation shall, in the sole discretion of The District, be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its applicable rules and procedures in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law. Any judgment will be entered or court action will be brought in a court of competent jurisdiction within the State of Connecticut.

D. PERFORMANCE DURING DISPUTE. Unless otherwise directed by The District, The Contractor shall continue performance under this Agreement while matters in dispute are being resolved.

E. CLAIMS FOR DAMAGES. Should either party to this Agreement suffer injury or damage to person or property because of any act or omission of the other party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or

damage.

15. GOVERNING LAWS & VENUE. This Agreement shall be governed by the laws of the State of Connecticut and the parties hereto hereby waive any choice of law provisions contained therein. Any action arising out of the duties and obligations of this Agreement shall be brought in either the Connecticut Superior Court in Middletown, Connecticut, or the Federal District Court in Bridgeport, Connecticut;

16. GIFTS. During the term of this Agreement, 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 District or the Board of Education or any appointed or elected official or employee of their Boards, Commissions, Departments, Agencies or Authorities. All references to The Contractor shall include its members, 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; and

17. RIGHT TO WORK. The Contractor recognizes that this Agreement does not grant the Contractor the exclusive right to perform the work for the District and that the District may enter into similar agreements with other Contractors for the same work at the District's sole discretion.

18. CAPACITY/INDEPENDENT CONTRACTOR. The Contractor is acting as an independent contractor and is not an employee of the District. This Agreement is for services only and does not create a partnership or joint venture between the Contractor and the District. The District shall not be required to pay, or make any contribution to, any Social Security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all state, local, and federal taxes related to payments made to the Contractor pursuant to this Agreement.

19. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. The counterparts shall together constitute but one Agreement. Any signature on a copy of this Agreement or any document necessary or convenient thereto sent by facsimile, PDF or other electronic format shall be binding upon such transmission and the facsimile, PDF or other electronic format copy shall be deemed an original for the purposes of this Agreement.

Signature Page Follows

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness:_____ By _____ Print: _____ John Mercier, Director of Operations Date: _____

Witness:_____ By _____ Print: _____ The Contractor:_____

Date: _____

Contractor's Statement

I hereby provide the following:

If a joint venture, trustee, partnership, limited liability company or partnership, the names and addresses of all joint ventures, beneficiaries, partners or members:

N/A

If a corporation, the names and addresses of all officers, and the names and addresses of all parties owning more than 10% of its common stock or more than 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 more than 10% if 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 District.

None

Name of Bidder/Proposer: Jay Stevenson

Signature of Bidder/Proposer: 

Title: Senior Management Consultant, Technical Due Diligence

Company Name: Arcadis, Inc

Address: 233 Broadway, 16th Floor, New York, NY, 10007

Indicate if company submitting this proposal is: _____MBE _____WBE _____DBE

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: Arcadis, Inc

By: 

Print Name: Jay Stevenson

Title: Senior Management Consultant, Technical Due Diligence

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____ ss. _____ Date:

_____

Personally appeared _____, as _____ of the above named firm, and attested that the foregoing statements are true and accurate to the best of his/her knowledge and belief.

_____
Signature of Notary Public

My Commission Expires: _____

Marlborough School District

State of Connecticut Contractor Verification (in accordance with Public Act 16-67)

Compliance Affidavit

I, the undersigned, personally and on behalf of Arcadis, Inc, having
(Contractor)
been duly sworn, affirm and say that I have read, understand and am in compliance with Public Act 16-67 Concerning the Disclosure of Certain Education Personnel Records, Criminal Penalties for Threatening in Educational Settings and the Exclusion of a Minor's Name from Summary Process Complaints, and that neither I nor said Contractor, to the best or my knowledge, is in possession of any information indicating a finding of abuse or neglect or sexual misconduct, or otherwise have knowledge of such a condition(s) for any employees working on the project identified in RFQ or Bid 23-010 . Further, if I or said Contractor
(RFQ or Bid Number)
become aware of any information indicating such a finding, or otherwise gain knowledge of such a condition, I and/or said Contractor will immediately forward such information to the District.

Contractor Name: Arcadis, Inc
Street Address: 233 Broadway, 16th Floor
City, State, Zip: New York, NY. 10007
Title of person completing this form:
Signature: _____

Printed Name: Jay Stevenson

Date: 10/10/2023

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____ ss. _____

Date: _____

Personally appeared _____ , as _____ of the above named Contractor, and attested that the foregoing statements are true and accurate to the best of his/her knowledge and belief on behalf of himself and said Contractor.

_____
Signature of Notary Public
My Commission Expires: _____

CERTIFICATE OF CORPORATE RESOLUTION RFQ

I, _____ , SECRETARY OF

_____ A CORPORATION EXISTING UNDER THE LAWS OF THE STATE OF _____, DO HEREBY CERTIFY THAT THE FOLLOWING IS A TRUE COPY OF CERTAIN RESOLUTIONS ADOPTED BY THE BOARD OF DIRECTORS OF SAID COMPANY, AT A MEETING THEREOF DULY CALLED AND HELD ON THE DAY _____ OF _____ , 2023.

"RESOLVED, THAT THE _____

OF THE CORPORATION BE AND IS HEREBY AUTHORIZED TO SIGN

A CONTRACT WITH MARLBOROUGH SCHOOL DISTRICT, CONNECTICUT FOR

_____, RFQ No. _____".

I, FURTHER CERTIFY THAT _____, IS THE DULY ELECTED _____OF

_____ AND THE FOREGOING RESOLUTION HAS NOT BEEN MODIFIED OR REPEALED AND IS IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, I HAVE, HEREUNTO, SUBSCRIBED BY NAME AND AFFIXED THE SEAL OF SAID CORPORATION THE _____ DAY OF_____ , 2023.

_____

SECRETARY

CERTIFICATION AS TO CONTRACT SIGNATORY

For Limited Liability Companies (LLCs)

(Effective 9/1/2011)

I, _____a _____ of _____, (name of member or manager) (Member or Manager) (name of LLC)

LLC, a limited liability company organized and existing under the laws of the State of Connecticut (hereinafter the "Company"), hereby certify that:

1. that _____ is run by _____

(name of LLC) (Members or Managers)

2. that _____ is a _____ of_____

(name of contact signatory) (Member/Manager) (name of LLC)

and

3. that as such_____is not prohibited from or

(name of Member/Manager who is contract signatory)

limited by the articles of organization from binding the LLC.

IN WITNESS HEREOF, the undersigned has affixed his/her signature this _____ day of

_____, 2023.

(LLC Seal)

(Circle this L.S. if there is no seal) _____ Secretary (name of Secretary)

PROPOSER'S INFORMATION AND ACKNOWLEDGEMENT FORM

RFQ No: 23-010

Date: 10/10/2023

Proposer's Name: Arcadis, Inc

Street Address: 233 Broadway, 16th Floor

New York, NY. 10007 City

State Zip

Business Telephone: 862 296 9019

Email: jay.stevenson@arcadis.com

DUNS Number:_____ Tax Id. No.: 57-0373224

Indicate (Yes/No) if company submitting this proposal is:

_____MBE _____WBE _____DBE

(If yes, attach relevant certification)

Signature: ___  _____ Date: 10/10/2023

Printed Name: Jay Stevenson

Title: Senior Management Consultant, Technical Due Diligence

Addenda Acknowledgement – check and note date of addendum

☒ Addenda No. 1	☒ Addenda No. 2
☒ Addenda No. 3	☐ Addenda No. 4
☒ Addenda No. 5	☒ Addenda No. 6

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS
(Revised 09/3/15)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a 60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4)Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . ." An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

(a) the bidder's success in implementing an affirmative action plan;
(b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
(c) the bidder's promise to develop and implement a successful affirmative action plan;
(d) the bidder's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
(e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder's good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not

exceeding fifteen million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

2) Description of Job Categories (as used in Bidder Employment Information)

MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants. **COMPUTER SPECIALISTS:** Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving o f written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category.

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders;

	etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

3) Definition of Racial and Ethnic Terms (as used in Bidder Employment Information)

White (not of Hispanic Origin)-All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East. Black (not of Hispanic Origin)-All persons having origins in any of the Black racial groups of Africa. Hispanic- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.	Asian or Pacific Islander- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa. American Indian or Alaskan Native- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART 1 – Bidder Information

Company Name: Arcadis, Inc Street Address: 233 Broadway, 16th Floor City & State: New York, NY 10007 Chief Executive: Alan Brookes	Bidder Federal Employer Identification Number: Or Social Security Number: 57-0373224
Major Business Activity: (brief description) Arcadis is the world's leading company delivering sustainable design, engineering, and consultancy solutions for natural and built assets.	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor? Yes ☐ No ☒ -Bidder is a minority business enterprise? Yes ☒ No ☐ (If yes, check ownership category) Black ☒ Hispanic ☐ Asian American ☐ American Indian/Alaskan Native ☐ Iberian Peninsula ☐ Individual(s) with a Physical Disability ☒ Female ☐ -Bidder is certified as above by State of CT? Yes ☐ No ☐
Bidder Parent Company: (If any)	
Other Locations in CT: (If any) 75 Glen Road, Suite 305 Sandy Hook, CT; 213 Court Street, Suite 700, Middletown, CT	

PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes [x] No [ ]	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? (Yes) No
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes [X] No [ ]	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes [X] No [ ]
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes [X] No [ ]	9. Does your company have a mandatory retirement age for all employees? Yes [X] No [ ]

4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes [X] No [ ]	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes [X] No [ ] N/A [ ]
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes [ ] No [X]	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes [ ] No [ ] N/A [X]

6. Does your company have a collective bargaining agreement with workers?

Yes ☐ No ☒

6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers?

Yes ☐ No ☐

6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of CT?

Yes ☐ No ☐

12. Does your company have a written affirmative action Plan? Yes ☒ No ☐

If no, please explain.

13. Is there a person in your company who is responsible for equal employment opportunity? Yes ☐ No ☒

If yes, give name and phone number:

Part III - Bidder Subcontracting Practices

1. Will the work of this contract include subcontractors or suppliers? Yes ☐ No ☒

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes ☐ No ☒

PART IV - Bidder Employment Information Date:

JOB CATEGORY *	OVER ALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)	HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female Male	Female	Male	Female	Male	Female	Male	Female
Management	918	574	213 13	4	31	21	40	21	3	
Business & Financial Ops										
Marketing & Sales										

Legal Occupations										
Computer Specialists										
Architecture/Engineering	3696	1714	1065 108	58	148	119	231	182	9	11
Office & Admin Support Bldg/ Grounds Cleaning/Maintenance	283	21	181 1	24	3	23	4	17		5

Construction & Extraction										
Installation , Maintenance & Repair	570	333	77 42	10	58	8	13	7	6	1
Material Moving Workers										
Production Occupations										
TOTALS ABOVE										
Total One Year Ago										
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)										
Apprentices										
Trainees										

*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

PART V - Bidder Hiring and Recruitment Practices (Page 5)

1. Which of the following recruitment sources are used byyou? (Check yes or no, and report percent used)			2. Check (X) any of the below listed requirements that you use as a hiring qualification	3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	(X) % of applicants provided by source	

State Employment Service		X	X Work Experience	
Private Employment Agencies	X		X Ability to Speak or Write English	
Schools and Colleges	X		Written Tests	
Newspaper Advertisement		X	X High School Diploma	
Walk Ins	X		X College Degree	
Present Employees	X		Union Membership	
Labor Organizations	X		X Personal Recommendation	
Minority/Community Organizations	X		Height or Weight	
Others (please identify)			Car Ownership	
			Arrest Record	
			Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature) (Title)	(Date Signed)	(Telephone)
	10/10/2023	862 296 9019

REQUEST FOR PROPOSALS
FOR EDUCATIONAL FACILITY ASSESSMENT AND LONG-TERM CAPITAL PLAN

PROJECT OVERVIEW

1. Scope and Goals of the Educational Facility Assessment and Long-Term Capital Plan

Marlborough School District (the "District") is requesting proposals from qualified Educational consultants and Architectural/Engineering firms for an Educational Facility Assessment and Long-Term Capital Plan (the "Plan"). The District will employ a consulting firm (or a team of firms, led by a prime firm) to evaluate the physical condition of all existing school facilities, prepare facility assessment and long-term Capital Plan documents, and present recommendations to the District. The District may choose to approve no components, single components, or multiple proposed components.

The Plan will guide the District with research-based knowledge of best models to incorporate the District's mission and educational vision, as well as national educational standards, and provide a framework for implementation.

The vision and desired outcomes for this Plan include at least the following goals:

- A comprehensive holistic plan that takes into accounts all of school facilities;
- Study of the school buildings' structural integrity, infrastructure and ability to meet District's needs;
- A long-term Capital Plan for the future that includes considerations such as climate change on buildings and mechanical infrastructures.

It is the District's intent that the planning process be comprehensive and lead to adoption of a District wide long-term Capital Plan that will provide the model for facilities planning for a short-term (1 - 5 years), mid-range (5 - 10 years), and long-range (10 - 20 years). The short, median and long-term actions shall be presented in tiered good, better, best solutions. The Plan will take into account current facility deficiencies, capacity, as well as demographics.

The process shall include a review of functional deficiencies and condition issues in existing facilities, educational suitability issues, technology readiness issues, special program needs, demographic trends, and capacity issues.

2. Plan Content

The Plan should, at a minimum, include the following:

▪ An inventory of the condition of the District's existing school buildings.

▪ Develop a Draft Long-Term Capital Plan.

▪ Finalized Long-Term Capital Plan.

3. Governance of Project

▪ Consultant is responsible for gathering data and technical analysis above and beyond available existing data and reports provided by the District

▪ Governance consists of representatives from the Board of Education, District Departments including Operations, Facilities and Maintenance, Building Administration, and District Administration.

4. Project Timeline (Tentative Subject to Change)

▪ September 15, 2023: RFQ Distributed

▪ September 27, 2023: Pre-Proposal Meeting and school walkthroughs [Non-mandatory. Attendance is strongly encouraged].

PLEASE NOTE THAT THE DISTRICT WILL HOST A PRE-PROPOSAL MEETING AND SCHOOL WALKTHROUGHS (HIGHLY RECOMMENDED BUT NOT MANDATORY) ON SEPTEMBER 27, 2023, AT 3:30 PM

- October 4, 2023: Deadline for Submission of Inquires
- October 5, 2023: District Responses to Inquiries
- October 10, 2023: RFQ Responses due
- October 13, 2023: RFQ firms chosen to submit proposals
- October 27, 2023: Proposals due
- November 1, 2023: Firm chosen
- January 19, 2024: Finalized deliverables due from chosen firm

Attendance at District Board Meetings may be necessary

5. Background

a. District Overview

The District is located in Hartford County.

The District provides educational services to approximately 430 students and employs more than 90 personnel within the following buildings:

- One (1) Grade PreK-6 elementary school
- One (1) Central Office (located in Marlborough Elementary School)

6. Facilities Assessment

The Facilities Assessment will be conducted on the buildings listed below in compliance with Facility Assessment Standards established by the CT DAS and will conform to the latest safety and building codes.

BUILDINGS – DISTRICT OPERATED SCHOOLS
Marlborough Elementary School - 25 School Drive, Marlborough, CT 06447
Marlborough Central Office - 25 School Drive, Marlborough, CT 06447

The Firm will be expected to analyze available data as well as independently confirm via onsite assessment functional issues with the existing facilities, infrastructure, and exterior spaces. The District will provide information on current conditions at the various sites to the extent feasible.

The District will provide any past studies, assessment reports, etc., as well past and current construction project documents, bids, etc., to the extent possible. Assume increased pressure on the life span of all inventory as a result of climate change.

In order to understand the characteristics of each property beyond what is recorded in existing plans and/or as-built documents, or other materials, the Firm will interview knowledgeable District staff, District Maintenance staff, Building Administration, Custodial staff and Teachers at a minimum, in order to benefit from their input and perspective. These interviews will be facility-specific and are to be reflected in the final reports.

The Firm will provide the completed Facilities Assessment Excel workbooks and a final narrative by facility. A District-wide summary identifying trends, similarities between buildings, etc., shall also be provided. Mechanical equipment shall be inventoried and assessed utilizing ASHRAE life cycle analysis.

a. Building System Inventory

The types of building systems to be assessed may vary with each building and shall include, but are not limited to the following:

▪ Foundation.
▪ Basement.
▪ Roofing: construction, coverings, openings.
▪ Floor construction.
▪ Exterior enclosure: exterior walls, windows, doors.
▪ Interior construction: partitions, interior doors, fittings.
▪ Stair construction and finishes.
▪ Interior finishes: wall, floor, ceiling finishes.
▪ Plumbing: fixtures, domestic water distribution, sanitary waste, rain water damage. ▪ HVAC: energy supply, heat/cooling generating systems, distribution systems, terminal and package units, controls, automation, and instrumentation, systems testing and balancing.
▪ Fire protection: sprinklers, standpipes, fire protection specialties.
▪ Electrical: electrical service and distribution, site lighting and branch wiring, site communications and security.
▪ Equipment: commercial, institutional.
▪ Furnishings: fixed and movable.
▪ Site improvements: roadways, parking lots, pedestrian paving, site development, landscaping.
▪ Mechanical utilities: water supply, sanitary sewer, storm sewer, heating/cooling distribution. ▪ Fuel distribution.
▪ Renovations, additions, and portable classrooms.
▪ Technology.
▪ Harmful substances and/or environmental contaminants.
▪ Indoor air quality.
▪ Playgrounds.
▪ American Disability Act (ADA) compliance.
▪ School safety and security
▪ Other components and items

b. Investment in Current Facilities

The Firm will assess the maintenance costs versus the estimated replacement value to the best extent possible to help assess future investment in structures versus build as new on site or elsewhere.

7. District Resources, Project Milestones, and Contractor Deliverables

a. District Resources

The District anticipates awarding a contract as a result of this RFQ. The contract term will be up to, but not greater than six (6) months, unless an extension is agreed to by both parties.

The Firm will be expected to analyze available data as well as independently confirm via onsite assessment functional issues with the existing facilities, infrastructure, and exterior spaces. The District will provide information on current conditions at the various sites to the extent feasible.

The District will provide any past studies, assessment reports, etc. as well past and current construction project documents, bids, etc. to the extent possible.

In order to understand the characteristics of each property beyond what is recorded in existing plans, documents, or other materials, the Firm will interview knowledgeable District staff, District Maintenance staff, Building Administration, Custodial staff and Teachers at a minimum, in order to benefit from their input and perspective. These interviews will be facility-specific and are to be reflected in the final reports.

The Firm will provide the completed Facilities Assessment Excel workbooks and a final narrative by facility. A District-wide summary identifying trends, similarities between buildings, etc., shall also be provided.

b. Project Milestones and Contractor Deliverables

The following will be further developed and approved with District staff and Steering Committee input and direction, and produced at relevant project milestones. The proposer shall establish a project specific website for the purpose of civic engagement, data reporting, stakeholder feedback, etc.

1. Facility Assessment Report

- Completion Timeframe: Two (2) to three (3) months from Agreement Execution.
- A narrative report that includes an executive summary, analysis, evaluation, calculations, photos, diagrams, etc., together with all necessary appendices. The report needs to include a breakdown of costs for all deficiencies.
- Long-Term Capital/Replacement Plan
- Provide ten (10) printed copies of the narrative report and Long-Term Capital Plan, in

addition to a digital file (Assessment reports shall be in excel files and provided to the District for continual updating moving forward).

8. PROPOSAL FEES, EVALUATION AND AWARD

a. Budget

The District is expecting proposals that are creative, address the District's needs, and have a successful track record of completion of similar studies on-time and within budget as agreed upon.

● **Facility Assessment:** Proposers are asked to provide a lump sum cost for the Facility Assessment once the RFQs have been reviewed by the District and a proposer is chosen.

In addition to submitting as required, proposers shall provide three (3) printed copies of their RFQ response. **YOUR PROPOSAL MUST BE SUBMITTED BEFORE THE DUE DATE / TIME TO BE CONSIDERED.** The hard copies should be received at the address below:

Marlborough School District
Attn: John Mercier, Director of Operations
RFQ # 23-010
25 School Drive
Marlborough, CT 06447

b. References

Proposers shall provide references of similar projects. References shall include direct contact information including name, phone numbers, and email addresses for the responsible individuals proposers worked with.

c. Evaluation Criteria and Scoring Process

The Facilities Subcommittee shall review all documents submitted. It may also, at its discretion, conduct in person interviews with the Proposers submitting the highest scoring proposal(s). The District also reserves the right to select from proposals alone. The Board of Education will make the final decision regarding the selection of the firm.

The following scoring will be used to evaluate the proposal(s):

1. Relevant experience with school facility projects.

2. Experience with facility planning, communications and campaign facilitation services.

3. Creative Approach

4. Experience and expertise of key staff.

Marlborough School District

INSURANCE REQUIREMENTS

Educational Facility Assessment

The Contractor will be required to submit certificates of insurance, which contain the minimum insurance coverages described below:

1. Standard workers' compensation, which complies with all Connecticut workers' compensation statutes and regulations.

2. Employer's liability insurance, which contains limits of liability of not less than $500,000 each accident, $500,000 disease policy limit and $500,000 disease – each employee.

3. Commercial general liability insurance, with a minimum limit of liability of $1,000,000 combined single limit per occurrence for bodily injury and property damage. Such coverage shall include the following:

(a) Products liability and completed operations, which shall be maintained for a period of not less than three (3) years following completion of the services under this Agreement or termination of the Agreement, whichever is later.
(b) Contractual liability insurance, which insures any indemnities contained in the Agreement between the Contractor and the District;
(c) Broad form property damage coverage and operations liability;
(d) Personal injury and advertising liability;
(e) District and its employees, agents and officers designated as additional insureds;
(f) Policy shall be underwritten on an occurrence basis.

4. Commercial automobile liability insurance, which contains minimum limits of liability of $1,000,000 per accident, and contains, at a minimum, the following coverage provisions:

(a) Coverage for all owned, non-owned and hired vehicles;
(b) District and its employees, agents and officers designated as additional insureds.

5. Professional liability insurance, which covers the services to be provided pursuant to the Agreement between the District and the Contractor. The minimum limit of liability shall be $1,000,000 per claim or per incident and $2,000,000 in the aggregate.

6. If any insurance is underwritten on claims made, as opposed to an occurrence basis, the retroactive

date in the policy shall be the earlier of the effective date of the Agreement between the Contractor and the District or the date the Contractor commences its services for the District. The policy shall also contain an extended reporting date of not less than three years following termination of the Agreement between the Contractor and the District or conclusion of the services rendered by the Contractor, whichever is later.

7. All insurance required hereunder shall contain waivers of subrogation in favor of the District and its employees, agents and officers. The Contractor shall waive any right of claim, loss or damage against the District and its employees, agents and officers.

8. All insurance policies required under this Agreement shall contain thirty (30) days prior written notice to the District's Director of Fiscal Operations in the event of cancellation, termination or material change to any policy terms or conditions required hereunder.

9. The insurance required hereunder shall in no way serve to limit or reduce the liability of the Contractor under this Agreement.

10. The Contractor shall provide the Director of Fiscal Operations with certificates of insurance, which evidence the insurance required hereunder. The Contractor shall provide the Director of Fiscal Operations with renewal certificates of insurance within 15 days prior to the expiration of the policies. Contractor's failure to review said certificates of insurance or insurance policies shall not be deemed to be a waiver of the Contractor's obligations to comply with all provisions of these insurance requirements hereunder.