

## **Town of Pomfret Request for Proposals**

The Town of Pomfret, Connecticut hereby invites the submission of proposals for:

### **The construction of a post framed building shell**

in connection with the construction of a new 6912 sf Emergency Resources Center for the town of Pomfret.

Pre-bid site walk is scheduled on Friday, June 8, 2018 at 2:00 PM at the site, located at 628 Mashamoquet Road, Pomfret Center, CT

The Proposals will be received at the offices of the First Selectman, 5 Haven Road, Pomfret Center, Ct 06259 until **June 28, 2018, 11:00 a.m.** at which time they will be publicly opened.

Specifications may be obtained through the Office of the First Selectman, Town of Pomfret, 5 Haven Road, Pomfret Center, CT, 860-974-0191. Additional information may be obtained from the Project Coordinator: Charles Weedon at [cweedon24@gmail.com](mailto:cweedon24@gmail.com)

Dated at Pomfret, Connecticut  
May 31, 2018

Maureen A. Nicholson  
First Selectman

# **Request for Proposals**

## **Article I Definitions:**

- A "Addendum" means written documents issued by the Project Coordinator prior to the end of business on June 22, 2018 that modify this Request for Proposals by additions, deletions, clarifications or corrections.
- B "Contract" means the document that the Contractor executes with the Town of Pomfret.
- C "Contractor" means the Proposer who is selected by the Town of Pomfret to provide the services described in this Request for Qualifications/Proposals.
- D "Proposal" means a submission by a Proposer to provide the services described in this RFP.
- E "Proposal Documents" means the Request for Proposals, all attachments and exhibits attached hereto, and any Addendum.
- F "Proposer" means the person or entity who submits a Proposal.
- G "Town" means the Town of Pomfret

## **Article II Project Scope**

- A The following documents are here by attached to this RFP to detail the scope of this project.
  - 1 Post Framed Building Contract Documents and Specifications prepared by Evelyn Cole Smith Architects, LLC dated May 22, 2018.
  - 2 Architectural drawings labeled T-1, A-1, A-2, A-3, A-4, A-5 prepared by Evelyn Cole Smith Architects, LLC dated May 8, 2018.
  - 3 Site plan prepared by KWP Associates for Town of Pomfret Emergency Response Center, two sheets, dated 4/2/2018

## **Article III Proposal Instructions**

- A When executed and submitted by Proposer, the Proposer acknowledges it has full knowledge of and agrees with the general specifications, conditions and requirements of the Proposal Documents.
- B Proposals shall be submitted using the Proposal Form in Exhibit A.
- C Proposals must be mailed or delivered to Maureen Nicholson, First Selectman, 5 Haven Road, Pomfret Center, Ct 06259 in an envelope clearly marked: "Post framed building shell"
- D The Proposer must submit its Proposal in a sealed envelope marked with the Proposer's name and address in the upper left hand corner. The sealed envelope is to be plainly marked in the lower left hand corner with the name of Proposal and the opening date and time.
- E The Proposals shall be submitted no later than June 28, 2018, at 11:00 a.m. Proposals received later than that date and time will not be considered and will be returned unopened. Amendments to or withdrawals of Proposals received later than that date and time will not be considered.

## **Article IV Proposal Requirements**

- A There will be a prebid site visit on June 8, 2018 at 2:00 pm at the site: 628 Mashamoquet Road, Pomfret CT.

- B The Contractor shall comply with the laws, rules, regulations and policies of federal, state, and local governments. It shall be the responsibility of the Contractor to ensure that all personnel employed are familiar with all of the aforesaid laws, rules, regulations and policies.
- C The Town reserves the right to waive technical defects in Proposals, to reject any and all Proposals, in whole or in part, and to make such awards, in whole or in part, including accepting a Proposal or a part of the Proposal, although not the low Proposal, that in the judgment of the Town will be in the best interest of the Town.
- D The Town reserves the right to negotiate contract terms with any or all Proposers, even if a Proposer has not submitted the low Proposal.
- E The Town specifically reserves the right to add or delete from the scope of services in the final contract from the scope of services described in this Request for Qualifications/Proposals.
- F The Town may require the Proposer selected to participate in negotiations concerning contract price or the nature and scope of services to be provided. The results of such negotiations shall be incorporated into the contract for services between the Town and the Contractor.
- G Each Proposer is responsible for making sure it gets the information it needs to make a responsible Proposal that allows it to execute the Contract if it is awarded the Contract. Information requests are to be made by email to the Project Coordinator at cweedon24@gmail.com prior to the end of business on June 15, 2018. A written request does not in any way diminish a Proposer's responsibility to get the information it needs to make a Proposal.
- H Any modification to the Proposal Documents will be made by Addendum. Any Addendum will be emailed to all persons that have requested the Proposal Documents. Each Proposer shall confirm prior to submitting its Proposal that it has received all Addendum.
- I As this municipal construction contract is valued over \$50,000, state law requires the contractor, general contractor, or construction manager at risk to set a goal of twenty-five per cent (25%) for award to eligible subcontractors holding current small business enterprise (SBE) certification from the DAS under the provisions of C.G.S. 4a-60g. Of the portion of contracts set aside for SBE's, a goal of twenty-five percent (25%) (or 6.25% of the value of the entire contract funded by the state) must be set aside for awards to eligible contractors holding current minority business enterprise certification (i.e.: DAS certified Minority ("MBE"), Women ("WBE") and/or Disabled ("DisBE") owned businesses). The contractor, general contractor, construction manager at risk must make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such projects.
- J All bids shall be valid for 30 days after the bid opening.
- K The terms, conditions and provisions of Exhibits A through G and the documents listed in Project Scope are incorporated into and made a part of this Proposal. Each Proposer should be thoroughly familiar with all the terms, conditions and provisions of Exhibits A through G. These provisions generally set forth the requirements for the Contractor, but the Town and the Contractor may modify such provisions by mutual consent prior to signing a Contract.
- L Consideration in the awarding of the Contract will be given, but not limited to: price, the accuracy and responsiveness of the Proposer, the experience, competence and financial condition of the Proposer, time for completion and/or labor force adequate to perform the work, the quality and experience of the Proposer's personnel, the nature and size of the Proposer's organization, quality of similar projects it has performed and completed in the past in Connecticut or similar municipal/regional situations.

EXHIBIT A  
**PROPOSAL FORM**

Project: Pomfret Emergency Resource Center, 628 Mashamoquet Road Pomfret CT.

Request for proposal dated June 28, 2018

The Proposer has read and understood the Proposal Documents, including attachments and the following addenda (if any, if none state "none") \_\_\_\_\_

The Proposer will perform the specified work for the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_)

The price for Alternate One, Interior insulation and finishes in modules 1&3 shall be \_\_\_\_\_ Dollars (\$\_\_\_\_\_)

The price for Alternate Two, Construction of Module 4 shall be \_\_\_\_\_ Dollars (\$\_\_\_\_\_)

The price for Alternate Three, Construction of entrance canopy shall be \_\_\_\_\_ Dollars (\$\_\_\_\_\_)

Proposed starting date for construction \_\_\_\_\_

Proposed completion date \_\_\_\_\_

The undersigned hereby declares that this Proposal is made without any connection with any other person or entity making any proposal for the same services, that it is in all respects fair and without collusion or fraud and that no person acting for or employed by the Town is directly or indirectly interested in the proposal or in the services to which it relates, or in any portion of the profits there from.

I, as an officer of \_\_\_\_\_, understand that all of the terms and conditions of these Proposal Documents shall be included in the Contract executed with the Town of Pomfret, if awarded the Contract and further understand that any information that is found to be incomplete or false or, any attempt to mislead the Town and the member towns is discovered, either during the evaluation or subsequent to any award may result in the disqualification of the Proposal or the immediate termination of the Contract.

***Type or print (except for signature):***

Signature \_\_\_\_\_, Date \_\_\_\_\_

Name \_\_\_\_\_, Title \_\_\_\_\_

Notary Public \_\_\_\_\_ [Seal]

**Proposer Information**

Company: \_\_\_\_\_

Type of Legal Entity: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**If PROPOSER is a Corporation or LLC or other entity attach letter of authorization for signatory to sign and bind a contract.**

**If PROPOSER is involved with any pending or threatened litigation fill out Exhibit G or write**

**“None” in the following space** \_\_\_\_\_

EXHIBIT B  
**FORM OF CONTRACT**

Contract for Construction Services

THIS CONTRACT made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between \_\_\_\_\_ (“Contractor”), whose address is \_\_\_\_\_ and the Town of Pomfret (“Town”), whose address is 5 Haven Road, Pomfret Center, Ct 06259.

W I T N E S S E T H:

WHEREAS, Town of Pomfret desires to Construct a new Emergency Resources Center; and

WHEREAS, Town of Pomfret issued a Request for Proposals (“RFP”) dated May 30, 2018, attached as Exhibit A to this Contract and incorporated herein. In the event of a conflict between the RFP and this contract, the terms of the Contract shall control. Those terms not defined in the Contract shall have the meanings set forth in the Request for Proposals; and

WHEREAS, Contractor submitted a Proposal dated \_\_\_\_\_, 2018, and Contractor was awarded the Contract on \_\_\_\_\_, 2018; and

WHEREAS, Contractor is ready, willing and able to provide the required services sought by Town of Pomfret on the terms and conditions set forth herein and has accepted the award of the Contract.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, Contractor and Town of Pomfret agree as follows:

1. **Service Provider.** Town of Pomfret does hereby appoint Contractor to execute the scope of work specified in the RFP.
2. **Services Provided.** Contractor agrees to provide construction services.
3. **Contractor's Duties and Responsibilities.**
  - a. Contractor agrees to execute the scope of work specified in the RFP
  - b. Contractor shall perform its duties and obligations under this Agreement in a competent, professional and ethical manner and in compliance with all laws, rules, regulations and policies of federal, state, and local governments and governmental authorities and any manuals or policies published by the Town. Contractor shall ensure that all personnel employed or contracted by it are familiar with all of the aforesaid laws, rules, regulations and policies as well as the contents of any manual or other rules, regulations and policies which The Town might publish;
  - c. Contractor shall be responsible for all employee issues concerning its workforce, including but not limited to, hiring, payroll, taxes, insurance, discipline, scheduling and supervision;
  - d. **Insurance.** As specified in exhibit C, Contractor must provide evidence on or before the contract signing of a contract that it maintains insurance coverage, to the satisfaction of The Town.

- e. Performance bond. As specified in exhibit D. Contractor must provide a performance bond on or before the contract signing.
  - f. Contractor shall be responsible for complying with all applicable State contracting requirements.
  - g. Contractor's Representations and Warranties Contractor represents, warrants and covenants that as of the date hereof and throughout the term of the Contract:
    - i. Contractor shall have all licenses, permits, certifications and other governmental authorizations and approvals required to perform its obligations under this Contract; and,
    - ii. All personnel employed by or contracted with Contractor are and shall be properly licensed or certified in the State of Connecticut, and are and shall be qualified by education, training and experience to perform their professional duties hereunder.
4. **Term of Contract.** The term of the Contract shall be from \_\_\_\_\_, 2018 to \_\_\_\_\_, 2018. By mutual consent, the parties may extend the Contract, in writing.
5. **Costs and Terms of Payment:**
- a. The Town shall pay Contractor \_\_\_\_\_ Dollars which shall include the following alternates: \_\_\_\_\_. The payment shall be sole consideration paid by The Town for Contractor's services.
  - b. If The Town shall dispute any portion of an invoice submitted by Contractor, it may withhold such payment and give Contractor written notice of the charges it disputes. Any such payment that has been withheld shall not be assessed late charges or interest. Contractor shall provide additional information regarding the disputed charges as The Town shall reasonably request.
  - c. The Town may also dispute any portion of an invoice after paying the invoice, for a period of up to three (3) months after the date of such invoice. The Town will give Contractor notice of any charges it disputes. If The Town disputes any portion of an invoice after it has been paid, then The Town may withhold the disputed amount from any future invoices. Any such payment that has been withheld shall not be assessed late charges or interest. Contractor shall provide additional information regarding the disputed charges as The Town shall reasonably request.
6. **Independent Contractor.** It is the intention of the parties that the relationship of Contractor to The Town in the course of the performance of its duties pursuant hereto is that of an independent contractor. Nothing contained in this Contract shall be construed to constitute Contractor, or any of its employees or agents, as a partner, joint venturer, agent or employee of The Town. Contractor, as an independent contractor, shall be solely responsible for the hiring, discipline and management of Contractor employees, and all costs and expenses related thereto, including the payment (and withholding, if required) of all applicable federal, state and local taxes. Contractor and The Town shall not be construed as joint venturers or partners of each other and neither shall have the powers to bind or obligate the other except as set forth in this Contract.
7. **Operating License.** The Contractor shall immediately notify the the Town regarding any issues involving its license/certificate to operate, including, without limitation, suspension and/or revocation of its license and/or the failure to renew its license/certificate in a timely fashion.
8. **Other Notices.** Contractor shall notify The Town promptly in writing (i) if any representation or warranty in Section 3(k) is untrue in any material respect at any time during the term of this Contract, (ii) of the existence and basis of any suit, investigation, disciplinary action or other proceeding against

the Contractor or any employee of Contractor, including any action affecting Contractor's licenses and/or certifications, (iii) of the existence and basis of any claim by any plaintiff, governmental agency, or professional review board or society which involves allegations of professional misconduct, and (iv) any other occurrence known to Contractor that could materially impair the ability of Contractor to perform its obligations under this Contract.

9. **Right of Refusal.** The Town reserves the right to refuse to have a Contractor employee, assigned to perform services for The Town.

10. **Indemnification.** Contractor agrees to indemnify and hold harmless The Town and its employees, volunteers and agents from any and all claims, losses, demands, penalties, liabilities and judgments, including attorneys' fees and expenses, arising from (i) the negligent or intentional misconduct or failure of performance under this Contract of Contractor, any employee, agent or personnel, except those claims or losses arising from the negligent or intentional misconduct of The Town or one of its employees, volunteers and agents or (ii) a breach of any representation and warranty of Contractor in this Contract or (iii) the failure of Contractor and its employees and agents to comply with the terms and conditions of this Agreement. Contractor further agrees to indemnify and hold harmless The Town, or Town Services and all of their respective employees, volunteers and agents from any and all claims, losses, demands, penalties, liabilities and judgments, including attorneys' fees and expenses, arising from claims made by any Contractor employee against The Town, and its employees, volunteers and agents, except those claims or losses arising from the negligent or intentional misconduct of The Town or one of their respective employees, volunteers and agents.

**11. Default and Termination of Contract**

- a. If, at any time during the term of the Contract, Contractor, in the discretion of The Town: (a) has failed materially to provide services required in accordance with this Contract; (b) has become insolvent; (c) makes an assignment for the benefit of creditors; (d) files a voluntary petition in bankruptcy; (e) is subject to an involuntary petition in bankruptcy not discharged within ninety (90) days; (f) abandons the work; (g) subcontracts, assigns, transfers, conveys or otherwise disposes of its obligations under the Contract other than as provided herein; or (i) repeatedly or materially fails to comply with any other term or condition contained in the Contract, The Town shall have the right to terminate the Contract upon written notice to Contractor.
- b. If, at any time during the term of the Contract, Contractor materially fails to provide services that meet the requirements of this Contract, then in each instance, The Town may withhold payments for those services that do not meet the requirements of this Contract. The penalty shall not apply during periods when Acts of God limit or prevent Contractor employees from properly performing their duties, including but not limited to, Contractor employees not arriving for work on time. Use of this penalty shall in no way be construed as a waiver of The Town's rights under paragraph 14(a) of this Contract.
- c. The above remedies are in addition to any other remedies The Town may have under applicable law.
- d. In the event of termination by The Town, The Town's payment obligation shall cease as of the final date on which services in accordance with this Contract are last performed by Contractor.
- e. Upon termination of this Contract pursuant to this Section, the Contractor (and its surety) will be responsible for all of The Town's reasonably incurred expenses, losses and damages incurred in replacing Contractor for the remainder of the term of the Contract.
- f. In the event of cancellation of the Contract and the necessity to bid or otherwise negotiate a new



contract with another contractor, the Contractor will be responsible for indemnifying The Town for costs incurred in obtaining a new contract including any and all increases in costs for equivalent service for the duration of the term of the original Contract, irrespective of the Performance Bond.

- 12. Arbitration.** It is the intention of the parties that any dispute arising under this Contract which is not resolved within the thirty (30) day period commencing upon the issuance of written notice of the dispute by one party to another party, shall be settled by arbitration in the City of Hartford, Connecticut, in accordance with the rules then prevailing of the American Arbitration Association using an arbitrator acceptable to both parties and judgment upon the award rendered by the arbitrator may be entered and enforced in any court of competent jurisdiction. The cost of any arbitration proceeding under this Section shall be shared equally by the parties to the dispute, excluding a party's attorney's fees.
- 13. Notices.** All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given by hand delivery or mail (overnight delivery; or registered or certified mail, postage prepaid, return receipt requested) to the respective parties as follows:

  - a. If to The Town:     Maureen Nicholson, First Selectman   5 Haven Road, Pomfret Center, Ct 06259
  - b. If to Contractor:
  - c. Or such other addresses as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.
- 14. Waiver or Breach.** The waiver by either party of a breach of any provision of this Contract by the other party shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be valid unless in writing and signed.
- 15. Assignment.** No part of this Contract nor any rights or obligations hereunder, shall be assigned or subcontracted without the prior written approval of The Town. This is intended to be a restriction on both the right and the power to assign, and any purported assignment not consented to by The Town as herein required shall be void, shall confer no rights on the purported assignee and need not be recognized by The Town. This Contract shall be binding upon and inure to the benefit of Contractor and The Town and their respective permitted successors and assigns.
- 16. Severability.** The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.
- 17. Applicable Law.** This Contract shall be governed, construed and enforced in accordance with, the laws of the State of Connecticut, without regard to its conflicts of laws principles.
- 18. Entire Contract.** This Contract and all Exhibits attached hereto contain the entire understanding of the parties and supersedes and replaces any and all previous understandings, written or oral, regarding the subject matter of this Contract. This Contract may not be changed, except in an amendment signed by both parties.
- 19. Construction.** Section headings herein are for convenience only and shall not affect the construction thereof.
- 20. Counterparts; Facsimile Signatures.** This Contract may be executed in two or more counterparts,

each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. Facsimile signatures shall be treated as original signatures.

*IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year first above written.*

**Town of Pomfret**

By \_\_\_\_\_ Name: \_\_\_\_\_

Its: \_\_\_\_\_

**Contractor**

By \_\_\_\_\_ Name: \_\_\_\_\_

Its: \_\_\_\_\_

EXHIBIT C

**INSURANCE REQUIREMENTS**

The Contractor shall, at its own expense and cost, obtain and keep in force during the entire duration of the work the following insurance coverage covering the Contractor and all of its agents, employees, sub-contractors and other providers of services and shall name the Town and its employees and agents as an Additional Insured on a primary and non-contributory basis to the Contractor's Commercial General Liability and Automobile Liability policies. These requirements shall be clearly stated in the remarks section on the Contractor's Certificate of Insurance. Insurance shall be written with insurance carriers approved in the State of Connecticut and with a minimum Best's Rating of A-. In addition, all carriers are subject to approval by the Town. Minimum limits and requirements are stated below:

Worker's Compensation Insurance:

Statutory Coverage

Employer's Liability

\$100,000 each accident/\$500,000 disease-policy limit/\$100,000 disease each employee

Commercial General Liability:

Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors - Limits of Liability for Bodily Injury and Building Damage - Each Occurrence \$1,000,000 and Aggregate \$2,000,000 (The Aggregate Limit shall apply separately to each job.)

A Waiver of Subrogation shall be provided

Automobile Insurance:

Including all owned, hired, borrowed and non-owned vehicles

Limit of Liability for Bodily Injury and Building Damage: Per Accident \$1,000,000

Builder's risk insurance:

In the amount of the contract.

The Contractor shall direct its Insurer to provide a Certificate of Insurance to the Town prior to contract signing. The Certificate shall specify that the Town shall receive thirty (30) days advance written notice of cancellation or non-renewal. The Certificate shall evidence all required coverage including the **Additional Insured and Waiver of Subrogation**. The Contractor shall provide the Town copies of any such insurance policies upon request. All required certificates of insurance shall be in a form and content reasonably acceptable to the Town.

## EXHIBIT D

### **PERFORMANCE BOND OR OTHER SECURITY**

The TOWN requires that a performance bond be provided, unless the TOWN accepts an alternate form of security, to secure the CONTRACTOR's obligations under the CONTRACT. If the TOWN elects an alternate form of security, the parties shall agree on a form of agreement to describe how such alternate security shall secure the CONTRACTOR's obligations. If the security required by the TOWN is a performance bond, the CONTRACTOR must provide the performance bond as follows:

The CONTRACTOR shall, to secure the faithful performance by the CONTRACTOR of the terms of this agreement, furnish to the TOWN, a Performance Surety Bond in the amount of the full value of the CONTRACT, which bond shall be issued by a bonding company licensed to do such business in the State of Connecticut with a minimum (A.M.) Best Company rating of "A/VII." Said bond shall be delivered to the TOWN prior to the commencement of actual work and shall be in a form satisfactory to and approved by the TOWN and shall be held by the TOWN to benefit the TOWN.

## Surety's Affidavit

(Proposer to fill in the following before sending to surety company.)

Proposer's Name

### Proposal Name

Address

Estimated Contract Amount

Area Code

Phone #

## Work Description

## Contact Person

(Surety Company to fill in the following and return to Proposer.)

Surety Company Name

Agent's Name Issuing Bond

Agent's Telephone #

Agent's License #

## Proposal Bond

I, \_\_\_\_\_, representing the

Surety Company

do hereby acknowledge executing the aforementioned Proposal Bond to the above referenced Proposer. I recognize this work will be performed in Connecticut and hereby acknowledge that this Surety Company is licensed to do business in Connecticut.

Agent's Signature

Date \_\_\_\_\_

Exhibit F

**REFERENCE CHECK**

Please provide three (3) references:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Contact Person

\_\_\_\_\_ email \_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Period of Contract

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Contact Person

\_\_\_\_\_ email \_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Period of Contract

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Contact Person

\_\_\_\_\_ email \_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Period of Contract

Exhibit G

**PENDING OR THREATENED LITIGATION**

For cases pending or threatened, please provide the following information for each matter:

Parties (suing or being sued)

Docket Number and Court

Brief Description and Status

Likely Outcome

(Attach additional sheets, if necessary.)