

RFQ/RFP # 2020 – 05 - RB

Request for Qualifications & Proposals For Project Management/ Owner's Representative Services For Proposed Colchester Senior Center

INVITATION TO BID

The Town of Colchester is seeking qualifications and proposals from qualified firms to provide certain Project Management/Owner's Representative services in connection with the planning and construction of the new Colchester Senior Center (the "Project"). This solicitation is both a request for qualifications and a request for proposals (RFP/RFQ). The services to be performed are described in the Instructions to Bidders. The Instructions to Bidders and other bid documents may be viewed on the Town's website at: <https://www.colchesterct.gov/doing-business-colchester/pages/rfp-rfq> ("Town's Website") under the heading "Project Management/ Owner's Representative Services For Proposed Colchester Senior Center" or the Connecticut Department of Administrative Services Contracting Portal which may be accessed at: <https://portal.ct.gov/DAS> ("State Portal").

Bidders must respond to both the RFQ and the RFP, however such responses must be submitted in **separate sealed envelopes** clearly marked with the name of the Bidder and the words "**Response to RFQ for #2020 – 05 – RB – Project Management/Owner's Representative**" or "**Response to RFP for #2020 – 05 – RB – Project Management/Owner's Representative**", as applicable. Each sealed envelope shall include **fifteen (15) written copies** of the enclosure along with one pdf copy of the enclosure on a CD. No fee or hourly rate information shall be included except in the sealed envelope containing the Response to the RFP.

Submittal Packages must be received by 1st Selectman, Mary Bylone, at 127 Norwich Avenue, Suite 201, Colchester, Connecticut 06415 no later than **October 19, 2020 at 2:00 p.m.** Submittal Packages shall be clearly marked on the outside, "RFQ/RFP #2020 – 05 – RB – Project Management/Owner's Representative" and include the name of the submitting Bidder.

Opening of submittal packages (excluding the sealed envelope containing the responses to the RFP) shall take place at the Colchester Town Hall, Office of 1st Selectman or a designated Meeting Room, 127 Norwich Avenue, Suite 201, Colchester, CT 06415 at **2:05 P.M. on October 19, 2020**. Once submittal packages have been opened no submission may be modified or withdrawn for ninety (90) days after the date such packages were opened.

Any questions concerning this solicitation shall be submitted by email to: seniorcenterbuildingcommittee@colchesterct.org and to the Office of the 1st Selectman at Selectman@colchesterct.gov no later than **October 9, 2020** and responses will be provided by addendum posted on the Town's Website and the State Portal no later than **October 14, 2020**.

No Bidder or prospective Bidder shall have any contact or communication with any member of the Town's Building Committee or other Town official or representative regarding this procurement during the procurement phase except as expressly provided in this Invitation to Bid. Failure to comply with these conditions will result in the disqualification of the noncomplying Bidder.

The Town reserves the right to amend or withdraw this Invitation to Bid and the RFQ/RFP for any reason, to accept or reject any or all Bids, to waive any informalities or non-material deficiencies in any Proposal, and to make such award (or make no award) of a contract in connection with this RFQ/RFP all as determined by Town, in its discretion, to be in the best interest of the Town. A Bid may be rejected for irregularities of any kind, including without limitation, alteration of form, additions not called for, conditional proposals, and incomplete responses. A Bid may also be rejected if, in the opinion of the Town, the Bid does not meet the standard of quality established by the RFQ/RFP. Any or all Bids may be rejected if there is any reason to believe that collusion exists among two or more Bidders. The foregoing provisions are for illustrative purposes and shall in no way limit the right of the Town to reject any and all Bids, in whole or in part.

INSTRUCTIONS TO BIDDERS

GENERAL OVERVIEW AND SCOPE

The Town of Colchester (Town) is seeking a qualified firm to provide Project Management/Owner's Representative Services (OPM) for the planning and construction of a new Senior Center (the "Project") that will meet the requirements of the Senior Center Strategic Plan (See "Incorporated Documents" section below).

Subject to the prior authorization to proceed with services in regard to each phase identified below, the OPM will assist the Town during the design, referendum, bid, construction and close-out phases of the Project. The OPM will also assist the Town in analyzing alternatives and in seeking the best-value option so the Town's Building Committee can make an informed decision before proceeding to referendum for the Project.

Project Scope

Item #1 Phase One – Conceptual and Schematic Design:

1. Conceptual Design
 - a. Contract for and assist with an independent third party estimate of the A/E's Conceptual Design to help formulate a budget amount to forward to the Town of Colchester for referendum approval.
2. Schematic Design
 - a. Review documents and models prepared by the A/E (which become property of the Town) to describe the size and scope of the Project, including architectural, structural, mechanical and electrical systems, and security systems, and other elements as necessary to inform the community about the project.
 - b. The OPM shall further develop the conceptual estimate with the independent third-party professional estimator and shall reconcile this estimate with the A/E's estimate in an effort to formulate a true budget amount to allow the Town to agree to and finalize the budget then forward to the Town for referendum approval. The budget estimate will be inclusive of all work associated with the Project including "soft" and "hard" construction costs, site development costs, bonds, insurances and contingency accounts.
 - c. Meet with Town representatives, town residents, news and social media, governing boards and commissions, and others as necessary to obtain funding approval and update citizens on Project progress. This shall include public information materials to be distributed to all Town residents.

Item #2 Phase Two – Design Development to Project Completion – To be implemented only upon Referendum and Funding Approval for the Project and authorization from the Town to proceed with Phase Two services based on the recommendation from the Building Committee that Phase One services have been successfully completed. If Phase Two services are so authorized to proceed, the contract will be amended to incorporate such services and the terms and conditions applicable thereto in accordance with the Town of Colchester Purchasing Policy.

1. Design Development
 - a. Attend bi-weekly and special meetings between Building Committee and A/E to assist in development of design for the Project. Attend all pre-construction meetings.

- b. Further develop Owner's Contingencies for inclusion in Project detailed estimate.
- c. Aid the Town in solicitation, interview and selection of the Construction Manager at Risk (CM) for the Project.

2. Bidding Phase

- a. Attend pre-bid meetings to represent the Town.
- b. Review Bidding format, procedures and criteria proposed by the CM to be utilized in the bid process.

3. Pre-construction Phase

- a. Assist Building Committee/Town Officials in negotiating Guaranteed Maximum Price with CM.
- b. Review detailed Guaranteed Maximum Price proposal prepared by CM inclusive of all costs associated with the construction of the project and Contingencies.
- c. OPM's Representative to attend all Pre-construction meetings.
- d. Coordinate all required Environmental and Hazardous Materials studies and testing if required. Consultant to be selected by Town.
- e. With the A/E, attend and represent the Town in front of all required regulatory permitting agencies and meetings on the Project. Coordinate Local Agency approval process (Planning & Zoning and Conservation Commission).
- f. Review the CM/AE detailed project phasing, construction scheduling and construction requirements.
- g. Review CM Quality Control and Safety Programs
- h. Review bonding format, procedures and criteria with CM.
- i. Review Insurance Certificates
- j. Review Project Master Schedule with A/E and CM
- k. Review Bid FF&E and Technology packages prepared by A/E and Town respectively. Coordinate delivery, inspection and quality control, and installation of the FF&E and Technology.

4. Construction Phase

- a. Provide administration of the construction project. Serve as the advisor to the Town during this phase. A OPM's Representative shall attend all Building Committee regularly scheduled meetings as required. Assume a minimum of two (2) meetings per month with the Building Committee for the duration of the Project.
- b. Provide on-site full time Owner's Representation for the project whenever construction activity is on-going in accordance with the project schedule including second shifts and weekends. Duties of on-site Owner's Representative will include, but not limited to, the following:
 - i. Attend all on-site meetings throughout the project. Attend special job meetings as required. These may be scheduled in conjunction with regular job site meetings. The CM shall run the job meeting and have the minutes prepared and distributed. Review job meeting minutes as prepared by the CM for accuracy.
 - ii. Keep records on the project to include daily reports tracking contractor and sub-contractor on-site work crews including number of workers and hours worked, work completed that day, correspondence, reports of the job meetings, shop drawings, sample submissions, change orders, additional drawing clarifications, interpretations of the contract documents, progress reports and other project related documents and other pertinent information.
 - iii. Throughout construction, verify work in progress and work not commenced.
 - iv. Coordinate with the CM in the administration of the inspection and testing of materials as tested on the job site. Witness on-site third party tests and record in testing log.

- v. Ensure materials delivered to site are in compliance with approved submittals and no substitutions have been made without written approval by the A/E.
 - vi. Keep a log of construction deficiencies. Log to include type of deficiency, date deficiency was discovered and contractor notified contractor plan of action to correct deficiency, date of planned correction, and date of actual completion of work to correct deficiency.
 - vii. Make final reviews and reports on the acceptability of the completed work.
 - viii. Be present at all inspections by local and state Building Officials and Fire Marshal inspections. Note inspections and results of inspections in separate log.
- c. Participate in remediation of conflict resolution should conflict arise between A/E and CM, A/E and Building Committee, and/or CM and Building Committee.
 - d. For the testing of materials inspection services relating to independent inspection and testing agencies administrated by the CM, the OPM shall;
 - i. Evaluate compliance by testing and inspection agencies with the required scope, standards, procedures and frequency
 - ii. Review inspection and test reports and notify Town and Contractor(s) of observed deficiencies in the Work.
 - e. Review all Change Order requests for necessity, accuracy and cost. Provide remedies for errors and omissions.
 - f. Conduct inspections as necessary to determine progress and completion of work, and prepare a punch list of incomplete/unsatisfactory items and schedule their completion.
 - g. Coordinate with the CM in maintaining an updated list of all contractors, subcontractors and major suppliers of materials and equipment. The list shall include the company name, address, telephone number, FAX number, email address and a contact person's name and address.
 - h. Advise the Building Committee upon any special construction problems that may arise in carrying out the construction work.
 - i. Advise and update Colchester CFO regarding cash flow forecasts.
 - j. Throughout construction verify work in progress and work not commenced.
 - k. Make final reviews and reports on the acceptability of the completed work.
 - l. Oversee Commissioning Agent services. Commissioning Agent to be selected by the Town. Coordinate with CM and A/E to resolve identified deficiencies.
 - m. Advise the Owner in determining the final acceptance and completion of the work, and confirm that all documents, warranties, manuals, bonds, as-built drawings, etc. have been turned over to the Town (Town's option).
 - n. Coordinate with the A/E and CM in preparing a punch list prior to project "substantial completion" and follow up with the CM on completion of same.
 - o. Inspection(s) upon notice by the CM that the Work is ready for final inspection and acceptance.

5. Post Construction Phase

- a. Prepare specifications for Moving Services, bid, and recommend award.
- b. Coordinate moving services logistics with Senior Center administration, moving contractor and CM for phasing move requirements and final occupancy.
- c. Final Inspection with the A/E, CM, and Owner's Representative to verify final completion of the Work.
- d. Assisting the CM in the receipt and transmittal of warranties, affidavits, receipts, releases and waivers of lien or bonds indemnifying the Town against liens.
- e. Coordinate with the CM in assembling instructions, guarantees, certificates, parts lists and attic stock submitted by the contractors for compliance to the Contract Documents.
- f. Coordinate with the A/E and CM to ensure mechanical system and building system suppliers provide operating and maintenance training videos for the end users.

- g. Monitor status of retainage and recommend to the Building Committee the release thereof when applicable.
- h. Review final project accounting.
- i. Coordinate with the A/E and CM the Colchester Building Official and Fire Marshal for Temporary and Final Certificates of Occupancy.
- j. Assist A/E in a ten (10) month re-inspection after project substantial completion to identify any open warranty issues. Assist the Town in resolution.
- k. Review Bonding Agreements and tender recommendations regarding Bond releases.
- l. Any and all other services not specifically delineated above that would be considered normal and reasonable services to be provided to a client by a PM for the final design, bidding and construction of Senior Center construction project of this scope and magnitude.

SELECTION PROCESS

The Building Committee shall use a two part quality based selection process in identifying the Contract awardee. The first part of the selection process will be an review of the responses to the RFQ to evaluate of the qualifications of the Bidders and identify those that are qualified to perform the services for the Project. The second part of the selection process will be a review of the fee proposals. Although fee proposals will be taken into account as one of the considerations in the overall selection process, the Town is not required to award the contract to the Bidder submitting the lowest fee proposal. In its review of responses to this RFQ/RFP and selection of the Contract awardee, the Building Committee will be guided by the selection of the Contract awardee that would best serve the interests of the Town.

QUALIFICATIONS REVIEW

Based on the Building Committee's review and evaluation of each Bidder's submittal in response to the RFQ ("Qualifications Submission") and the selection criteria set forth below, the Building Committee will determine which Bidders are qualified to provide the services for the Project, rank those found to be qualified from least to most qualified, and identify the three most qualified Bidders (the "Top Three Bidders"). The Top Three Bidders will be required to attend an interview with, and possibly make a presentation to, the Building Committee. If presentations are to be required, guidelines for the presentations will be issued to the Top Three Bidders. The Building Committee may opt, in its discretion, to hold a second interview with one or more of the Top Three Bidders.

SELECTION CRITERIA

The selection criteria to be utilized by the Building Committee in determining the qualified and most qualified Bidders shall include:

- a) Bidder's background, professional expertise and experience providing similar services for similar projects, specifically its expertise in administration of those projects, including size and scope of such projects;
- b) The qualifications of Bidder's staff that will be working on the Project;
- c) Bidder's ability to meet the requirements, terms and conditions outlined in the RFQ/RFP;
- d) Bidder's resources and stability;

- e) The Bidder's ability to complete the Project within the required timeline, and to commit staff in a timely way when requested;
- f) The Candidate's demonstrated understanding of the services required for the Project and work approach;
- g) Evidence of any special innovative approach that the Bidder proposes to use for the Project; and
- h) The Bidder's proven ability to submit cost-effective solutions.

ADDITIONAL SELECTION CRITERIA

Regulations of the State of Connecticut require that, under certain circumstances, in addition to the criteria set forth in (a)-(h) above, agencies and political subdivisions of the state also take into consideration the following criteria:

- 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, inclusive, of the Connecticut General Statutes;
- c. The Bidder's promise to develop and implement a successful affirmative action plan;
- d. The Bidder's submission of EEO-1 data 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.

SELECTION AND AWARD

Upon completion of the evaluation process described above to identify the Top Three Bidders and completion of the interview process, the Building Committee will open and review the fee proposals submitted by the Top Three Bidders.

The Building Committee reserves the right to negotiate with one or more of the Top Three Bidders and to accept modifications to the scope of services and fees proposed when such action would be in the best interest of the Town, but only to the extent that such actions would not constitute a violation of the Town of Colchester Purchasing Policy.

Taking into consideration its ranking of Qualifications Submissions of the Top Three Bidders, interviews with the Top Three Bidders, and fees proposed by the Top Three Bidders, the Building Committee will identify one of the Top Three Bidders as its selection for award of the Contract and submit its recommendation to the Town. The Purchasing Agent will bring the recommendation forward to the Board of Selectman for approval as required by the Town Charter, State Statutes, and the Town of Colchester Purchasing policy. Provided the award of the contract is properly authorized, the Purchasing Agent shall prepare or cause to be prepared: (1) a purchase order to confirm the bid award and (2) a contract for execution by the Town and the Contract awardee.

Notwithstanding the Building Committee's recommendation, the Town shall not be obligated to award any contract in connection with this solicitation if it is determined by the Town that it would not be in its best interest to do so or if it would be violative of the Town of Colchester Purchasing Policy. Award of the contract is addressed below.

PROPOSED ANTICIPATED PROJECT SCHEDULE

Deadline for submission of RFIs/questions	October 9, 2020
Deadline for posting of responses to RFIs/questions	October 14, 2020
Deadline for Submissions	October 19, 2020
Committee review of Qualifications Submissions	October 20, 2020
Interviews of Top Three Bidders	October 27, 2020
Selection of Recommendation for Contract awardee	October 29, 2020
Boards of Finance and Selectmen Approvals	November 4 th and 5 th , 2020
A/E Complete conceptual design and budget estimate	Est. October 20, 2020
Review of design, estimate and financial analysis	November 10, 2020
Public Education of Project prior to referendum	Nov. 15, 2020 – December 15, 2020,
Town Meeting and Referral to Referendum	December 20, 2020
Town Referendum (Legal Warning-Statutory Req.s)	End of Jan. – Early Feb.

SUBMISSIONS AND FORMAT OF PROPOSAL

All responses to the RFP must be provided using the “Bid Form” attached to these Instructions to Bidders as Schedule A. *No Exceptions*.

All responses to the RFQ must conform to these instructions. Information should be complete, accurate and concise. Proposals shall be a **maximum of 30 pages**. In addition, Bidders may enclose no more than 15 pictures to help illustrate a Bidder’s work.

Each Qualifications Submission should include the following and be formatted in this order:

- a. Letter of Interest (not part of 30 page maximum.)
- b. Statement of Professional Qualifications containing the following information:
 - i. Background statement on the firm, principals, staff availability, location, and financial stability.
 - ii. Qualifications and position with the firm of those key individuals who will be assigned to the Project. Include a complete resume and project assignment for each professional or technical person to be assigned to the Project and an organization chart showing the relationship of the team.
 - iii. List and description of similar projects for work done within the last five years and at least three references including contact name, address and telephone number.
 - iv. Submit data regarding maintenance of project schedules and budgets for prior clients.
 - v. Describe the specific cost-saving measures and their magnitude which Bidder has implemented on past projects and how project schedules were improved or expedited to the Town’s benefit.
 - vi. Work currently under contract and Bidder’s ability to meet the time schedules outlined in the RFQ/RFP.
 - vii. Short description of Bidder’s approach to the Project and a general time line for completion, including phases if any.

- viii. Short description of Bidder's typical fee structure without any specific fee information regarding this Project. Fee structure information is only for assessing the firm's understanding of the Project.
- ix. Statement as to why the Bidder is the best qualified to meet the needs of the Town.
- x. Completed Sworn Statement of Identify of Officers and Owners (Use Schedule C attached hereto).

Additional Notes

1. The Town of Colchester is exempt from paying excise, transportation, and sales taxes imposed by the Federal Government and/or the State of Connecticut. Such taxes must not be included in proposed fees. No exemption certificates are required and none will be issued, until the contract is executed.

ACCEPTANCE PERIOD

In submitting its response to the RFQ/RFP, the Bidder agrees that its submission may not be withdrawn or modified and will remain valid for a period of ninety (90) days after the opening of Submittal Packages, and may be extended beyond that time by mutual agreement. Prices quoted will be firm for acceptance by the Town of Colchester, for such 90 day period.

CONTRACT

The Town intends to utilize the form of contract attached hereto as Schedule B ("Form of Contract"). The successful Bidder will be required to execute a contract substantially in such form. If a Bidder has any objection to any provision of the contract, those objections must be included as part of its response to the RFQ. The Town reserves the right to make changes to the Form of Contract as deemed by the Town to be in its best interests.

ADDENDA TO THE RFQ/RFP

In the event it becomes necessary to revise any part of this RFQ/RFP, addenda will be posted on the Town's Website and the State Portal .

BIDDER REPRESENTATION

The submission of a response to this RFQ/RFP shall constitute the Bidder's representation that it is thoroughly familiar with the services required for the Project and has examined the actual job conditions, requirements and specifications. Any claim for labor, equipment or materials required or difficulties encountered that could have been foreseen will not be recognized.

ASSIGNMENT OF CONTRACT

No contract awarded in connection with this solicitation may be assigned or transferred without the consent of the Town, which may be withheld in the Town's absolute discretion.

FEDERAL, STATE AND LOCAL LAWS

All applicable Federal, State, and local laws, and rules and regulations of all authorities having jurisdiction over the locality of the Project shall apply to the contract and are deemed to be included herein.

INSURANCE REQUIREMENTS

The successful Bidder will be required to furnish and maintain a comprehensive general liability certificate of insurance naming the Town of Colchester as additional insured. The Candidate shall maintain for the life of the Contract the insurance coverage set forth below provided by insurance companies authorized to do business in the State of Connecticut with a rating by AM Best of "A" or better. A certificate of insurance indicating these amounts, and listing the Town of Colchester as additional insured, must be submitted at the time of award.

A. Commercial General Liability:

Limits of Liability:- Each Occurrence - \$1,000,000 General Aggregate - 2,000,000

includes coverage for:

- 1. Products/Completed Operations.
- 2. Contractual Insurance.
- 3. Broad Form Property Damage.
- 4. Independent Contractors.
- 5. Personal Injury.
- 6. Premises-Operations.

B. Auto Liability - Combined Single Limit \$1,000,000

C. Owners Contractors Protective Liability (OCP) in the name of The Town of Colchester:

Each Occurrence - \$1,000,000

General Aggregate - \$1,000,000

D. Worker's Compensation – Statutory

E. Umbrella Policy – \$3,000,000 Minimum

F. The Town of Colchester shall be listed as additional insured on Commercial General Liability and Umbrella/Excess policies.

G. The contract of insurance shall provide for notice to the Town of cancellation of insurance policies thirty (30) days before such cancellation is to take effect.

The contractor shall defend, save harmless and indemnify the Town of Colchester, its officers, agents, employees, and assigns from any damages resulting from any challenge to the legality of the bid process or any of the documents used here, including, but not limited to, the Request for Proposals or Contract Agreements. In addition, the contractor agrees to indemnify and hold harmless the Town of Colchester and each of their respective members, employees, officers and agents from and against any claims, demands, losses, costs or liabilities for personal injury or property damage or any other loss which may result from the contractor's performance or lack of performance of the Contract. Such "losses" shall include all reasonable attorney's fees and costs incurred in the representation of the Town, or any of their respective members, officers, employees, sub-committees of the Town or agents in any suit or claim arising from the contractor's performance or lack of performance of the Contract or arising from the enforcement of this provision.

Invoicing

Contractor shall prepare invoicing for payment for completed services on a monthly basis in accordance with the terms of the Form of Contract.

INCORPORATED DOCUMENTS

The following documents which may be accessed on the Town Website are to be considered part of this RFQ/RFP:

- a. Strategic Plan – 2017-2022 – As prepared by the Department of Senior Services
- b. Town of Colchester Geographic Information System – Map denoting SRC property location
- c. Survey Map of proposed site.
- d. Plan of adjacent Town Hall Site Plan
- e. GIS Clip Plan Dated November 2019

SCHEDULE A
TOWN OF COLCHESTER/SENIOR CENTER
RFQ # 2020 – 05 - RB
BID FORM

BIDDERS: COMPLETE ALL INFORMATION REQUESTED BELOW. BIDDER MUST SIGN BID FORM.

BIDDER'S NAME & ADDRESS: _____

TELEPHONE #: _____ - _____

FAX #: _____ - _____

EMAIL ADDRESS: _____

BIDDER'S CONTACT PERSON: Name and Title: _____

Email Address: _____

Telephone # _____

INSTRUCTIONS: *The undersigned Bidder, by its duly authorized representative identified below, having familiarized himself/herself with the documents contained in, attached to or otherwise incorporated by reference in the RFQ/RFP, hereby proposes to furnish the Town of Colchester with all supervision, technical personnel, labor, materials, equipment, tools, appurtenances, permits, fees and services required to perform and satisfactorily complete the services specified in and in accordance with the RFQ/RFP and said documents for the sums as indicated below:*

BASE BID

<u>Item #</u>	<u>Description</u>
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1.	<u>Phase One – Conceptual and Schematic Design</u>
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	For all services as outlined in the RFQ/RFP for this Phase One, inclusive of all reimbursable expenses:
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	Lump Sum Fee of \$ _____
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2. **Phase Two – Design Development to Project Completion**
Subject to Conditions as defined under Project Scope.

For all services as outlined in the RFQ/RFP to be performed during this Phase Two, inclusive of all reimbursable expenses:

Lump Sum Fee of \$_____ allocated per project phase as set forth below:

Design Development Phase	\$_____
Construction Documents Phase	\$_____
Construction and Closeout Phase	\$_____

Total Lump Sum Fee for Phase One and Phase Two (amount written in words):

_____ and 00/100 Dollars

HOURLY RATES (all-inclusive rates including, without limitation, base salary, fringe and other benefits, insurance taxes, miscellaneous personnel expenses, meals, travel, travel time, training, holidays, illness, medical leave time general and corporate supervision and management expenses, overhead and profit, legal costs and accounting costs):

<u>Title</u>	<u>Rate per Hour</u>
_____	_____
_____	_____
_____	_____

NOTE: Hourly Rates shall be applicable where the Town requires the successful Bidder under contract with the Town of Colchester for the Project to provide services beyond the scope of services included under the contract and have not otherwise agreed to a lump sum fee for such services.

Under penalty of perjury, the undersigned declares that no person or persons other than members of Bidder's own organization are interested in the Project or in the Contract proposed to be awarded; that the submission is made without any connection with any other person or persons making a proposal for the same services and is in all respects fair and without collusion or fraud; that no persons acting for or employed by the Town of Colchester is directly or indirectly interested therein, or in the supplies or works to which it relates or will receive any part of the profit or any commission therefrom in any manner which is unethical or contrary to the best interests of the Town of Colchester.

Bidder hereby certifies that the Bidder is in compliance, and shall continue to comply, with all terms, conditions, requirements and other directives contained in any applicable local, state or federal regulation, law, statute, policy or other directive including but not limited to those pertaining to affirmative action and prevailing wages, as applicable.

Name of Bidder: _____

By_____ (signature of Bidder's duly authorized representative)

Name:_____

Title:_____

SCHEDULE B
TOWN OF COLCHESTER/SENIOR CENTER
RFQ/RFP # 2020 – 05 - RB

FORM OF CONTRACT

[To be provided by Addendum]

SCHEDULE C
TOWN OF COLCHESTER/SENIOR CENTER
RFQ/RFP # 2020 – 05 - RB

SWORN STATEMENT OF IDENTITY OF OFFICERS AND OWNERS

Name of Bidder:_____ (“Bidder”)

The undersigned, being first duly sworn, on oath deposes and says:

1. That the undersigned is the _____ [Title] of the Bidder;
2. That the undersigned is familiar with all company/corporate matters of the Bidder;
3. That the following are the names and addresses of all persons holding an ownership interest in the Bidder:

_____ ; and

4. If the Bidder is a corporation, the following are the names and addresses of all of the officers of the Bidder:

_____.

Signed this _____ day of _____, 2020.

_____ [Signature]

_____ [Print Name and Title]

Subscribed and sworn to before me this _____ day of _____, 2020.
