



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

Award Recommendation Resolution:

On Thursday, 2 June 2022, the Purchasing Authority recommended an award of bid number 2022-165 Demolition 244 Greenfield Street, to Resource Services, Bridgeport, CT, for the lump sum amount of \$25,000.00, to provide labor, materials, equipment, and all else necessary to perform the demolition and debris disposal of the house and shed located at 244 Greenfield Street, Fairfield, CT on the bid specifications.

The award of this contract to Resource Services may be subject to the review and approval of the Board of Selectman.


Brenda L. Kupchick, First Selectwoman


Gerald J. Foley, Director of Purchasing



yes

Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

BID #2022-165
Demolition - 244 Greenfield Street

TOWN OF FAIRFIELD
PURCHASING AUTHORITY
725 OLD POST ROAD
INDEPENDENCE HALL
FAIRFIELD, CT 06824.

Date Submitted May 26 2022

SEALED BIDS are subject to the standard instructions set forth on the attached sheets. Any modifications must be specifically accepted by the Town of Fairfield, Purchasing Authority.

Bidder:

Resourc Service LLC
Doing Business As (Trade Name)

75 Edwin St.
Address

Bpt. Cxt. 06607
Town, State, Zip

Jimmyray Cooper
(Mr/Ms) Name and Title, Printed

[Signature]
Signature

(203) 332-9189
Telephone Fax

jr@resourcesvc.com
E-mail

Thomas R. [Signature]
First Selectwoman

[Signature]
Director of Purchasing

05/12/2022
Date

Sealed bids will be received by the Purchasing Authority at the office of the Director of Purchasing, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut 06824, up to:

11:00am, Thursday, 26th May, 2022

To provide labor, materials, equipment and all else necessary to complete the Demolition Project at 244 Greenfield Street as detailed in the attached specifications.

NOTE:

1. Bidders are to complete all requested data in the upper right corner of this page and must return this page and the Proposal page with their bid.
2. No bid shall be accepted from, or contracts awarded to, any person/company/affiliate or entity under common control who is in arrears to the Town of Fairfield upon debt, or contract or who has been within the prior five (5) years, a defaulter as surety or otherwise upon obligations to the Town of Fairfield, and shall be determined by the Town.
3. Bid proposals are to be submitted in a sealed envelope and clearly marked "BID 2022-165" on the outside of the envelope, including all outer packaging, such as, DHL, FedEx, UPS, etc.
4. It is the sole responsibility of the bidder to see that the bid is received by the Fairfield Purchasing Department prior to the time and date noted above. Bid proposals are not to be submitted via email or fax.
5. Bid proposals are not to be submitted with plastic binders or covers, nor may the bid proposal contain any plastic inserts or pages.



BID PROPOSAL FORM

PROPOSAL TO: Town of Fairfield, Purchasing Department
First Floor, Sullivan Independence Hall
725 Old Post Road, Fairfield, Connecticut 06824

I, Jimmy Ray Cooper/member have received the following contract documents,

- 1. BID Document #2022-165,
- 2. Posted addenda (if any) numbered _____ thru _____, posted at www.fairfieldct.org/purchasing.htm

and have included their provisions in my Proposal. I shall provide all labor, materials, equipment, technical service, insurances, warranties, applicable taxes and licenses, etc, to supply and deliver materials as specified:

TOTAL BID PRICE FOR ABATEMENT AND DEMOLITION

\$ 25,000.00 Lump Sum

Twenty-five Thousand ----- Dollars
(Written Amount)

Disposal Sites Wastes Innovation

Work shall be completed in 30 Days

The Town has the right to add or remove items and/or quantities from this bid. Unbalanced bids will not be accepted. The Town of Fairfield reserves the right to award the bid with multiple items:

- a) To more than one bidder, based on meeting the item(s) specification, cost, availability, or any combination of these criteria;
- b) To a single bidder who meets the specifications for all items, and offers the best combination of lowest cost, best availability, and broadest product range;
- c) May add, subtract or delete any item and/or quantity as deemed in the best interest of the Town.
- d) All pricing shall include the cost of labor, materials, equipment, tools, mobilization, incidentals, delivery, (where not waived by the Town), licenses, overhead and profit, taxes (except from which the Town is exempt) and insurances.

CHECKLIST

The following must be submitted with proposal:

- Cover page, completed and signed.
- Addenda acknowledged per Item 2 on Bid Proposal Form, or
- Signed and submitted with modified pricing if requested.
- List of references where projects performed of comparable size and scope within the past three years.
- Schedule of values.
- Bid Security (5% of Base Bid Amount)
- List of all sub-contractors identifying each trade, hourly rates, and Tax ID number.

The Bidder hereby certifies that any and all defects, errors, inconsistencies or omissions of which he/she is aware, either directly or by notification from any sub-bidder or material supplier found in the Contract Documents are listed herewith in this Bid Form.

Jimmy Ray Cooper/member
Name and Title of Authorized Representative (Printed)

[Signature]
Signature

5-26-2022
Date

Resource Services

REFERENCES

Provide reference details of most recent similar scope projects performed.

REFERENCE #1:

Name of Company City of Bridgeport Phone 203-727-2707
Contact Person Max Perez Cell _____
Company Address 999 Broad St. Bpt. Ct. Email _____
Project, Location, & Date Completed 22 Rever, New field demoltion year 2021

REFERENCE #2:

Name of Company Haynes Const Phone 605-7484
Contact Person Sandy Ribino Cell _____
Company Address 32 Progress Ave Seymour Email _____
Project, Location, & Date Completed Ribicoof cottage 2019

REFERENCE #3:

Name of Company City of West Haven Phone 203-996-6709
Contact Person Eileen Krugal Cell _____
Company Address 355 Main St West HAVEN Ct Email _____
Project, Location, & Date Completed Third street demoltion 15 structures 2019

REFERENCE #4:

Name of Company _____ Phone _____
Contact Person _____ Cell _____
Company Address _____ Email _____
Project, Location, & Date Completed _____

REFERENCE #5:

Name of Company _____ Phone _____
Contact Person _____ Cell _____
Company Address _____ Email _____
Project, Location, & Date Completed _____



244 Greenfield Street Demolition

Bid # 2022-165

Schedule Values:

Administration \$1000.00

Demolition 10,000.00

Abatement: \$5000.00

Dump fee : \$6000.00

Site restoration \$3000.00

Total : \$ 25,000.00

AIA Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Resource Services, LLC dba J.R. Mont's Service
75 Edwin Street
Bridgeport, CT 06607

OWNER:

(Name, legal status and address)

Town of Fairfield
611 Old Post Road
Fairfield, CT 06824

BOND AMOUNT:

Five Percent of Amount Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

Demolition - one story structure 244 Greenfield Street

SURETY:

(Name, legal status and principal place of business)

United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07960

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

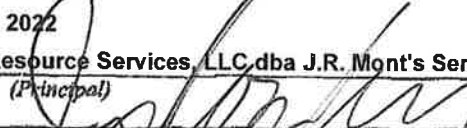
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 26th day of May, 2022


(Witness)

Resource Services, LLC dba J.R. Mont's Service
(Principal)  (Seal)


(Witness)

United States Fire Insurance Company
(Surety)  (Seal)


(Title) Christopher J. Como, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

mit.

AIA Document A310™ - 2010. Copyright © 1983, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

081110

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

0062722

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Christopher J. Como, Jane Quinn

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000)**.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2023.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Lubin

Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Melissa H. D'Alessio

Melissa H. D'Alessio

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 26th day of May 2022

UNITED STATES FIRE INSURANCE COMPANY



Alfred N. Wright

Alfred N. Wright, Senior Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/01/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Nicholson Associates, Inc. 395 New Haven Ave. P.O. Box 5189 Milford CT 06460	CONTACT NAME: Susan Krasnow, CISR PHONE (A/C, No, Ext): (203) 877-2741 E-MAIL ADDRESS: s.krasnow@nicholsonassoc.com		FAX (A/C, No): (203) 877-9004
	INSURER(S) AFFORDING COVERAGE INSURER A: Selective Insurance Co of America		NAIC # 12572
INSURED RESOURCE SERVICES LLC 75 EDWIN ST BRIDGEPORT CT 06607-2110	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 2021 - 22 GL AUTO WC **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			S 2337822	08/23/2021	08/23/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pesticide and Herbicide \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			S 2337822	08/23/2021	08/23/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			S 2337822	08/23/2021	08/23/2022	PROPERTY DAMAGE EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 9059461	08/23/2021	08/23/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

FOR INSURANCE INFORMATION ONLY

CERTIFICATE HOLDER**CANCELLATION**

Resource Services LLC 75 Edwin ST Bridgeport CT 06607-2110	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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SUBCONTRACTORS

Provide subcontractor details if any are to be employed as part of this contract, including labor rates:

SUBCONTRACTOR #1:

Name of Company Accuarte Insulation Fed ID # _____
Contact Person Joe Orlando Title member
Company Address 33-A Stafford Ave Bristol Phone _____
Trade abatement Email _____

Rates: Supervisor \$ 60.00/hr Foreman \$ 60.00/hr Journeyman \$ 55.00 /hr Apprentice \$ 50.00 /hr

SUBCONTRACTOR #2:

Name of Company _____ Fed ID # _____
Contact Person _____ Title _____
Company Address _____ Phone _____
Trade _____ Email _____

Rates: Supervisor \$ _____/hr Foreman \$ _____/hr Journeyman \$ _____/hr Apprentice \$ _____/hr

SUBCONTRACTOR #3:

Name of Company _____ Fed ID # _____
Contact Person _____ Title _____
Company Address _____ Phone _____
Trade _____ Email _____

Rates: Supervisor \$ _____/hr Foreman \$ _____/hr Journeyman \$ _____/hr Apprentice \$ _____/hr

SUBCONTRACTOR #4:

Name of Company _____ Fed ID # _____
Contact Person _____ Title _____
Company Address _____ Phone _____
Trade _____ Email _____

Rates: Supervisor \$ _____/hr Foreman \$ _____/hr Journeyman \$ _____/hr Apprentice \$ _____/hr

NOTE: All sub-Contractors are subject to approval by the Town of Fairfield and are required to provide Fed ID #.



State of Connecticut
Department of Administrative Services
Office of State Fire Marshal

This Certificate is issued in Accordance with Connecticut General Statute's section 29-402 inclusive,
by the Commissioner of the Connecticut Department of Administrative Services, which is non-transferable to:

RESOURCE SERVICES

Licensed as a

DEMOLITION CONTRACTOR

Located at

75 Edwin St Bridgeport, CT 06607

License No: DMCR.001347

License Class: Class A

Designated Technical Expert:

Jimmy R. Cooper

Issuance Date: **04/01/2022**

Expiration Date: **03/31/2023**

Class A License is required for the demolition of any structure or portion thereof greater than two and one-half stories or 35 feet in height.

Class B License is required for the demolition of any structure or portion thereof equal to or less than two and one-half stories or 35 feet in height.

Josh Geballe
Commissioner

State of Connecticut
Department of Administrative Services
Supplier Diversity Program

This Certifies

ReSource Services, LLC

75 Edwin Street Bridgeport CT 06607

Black American

Small/Minority Business Enterprise

September 20, 2021 through September 20, 2023

As a

Owner(s): Jimmy Ray Cooper

Contact: Jimmy Cooper

Telephone: 203-332-9189 Ext:

FAX: 203-331-1626

E-Mail: jr@resourcesvc.com

Web Address: www.resourcesvc.com

****Affiliate Companies:** 1608 Stratford Avenue Development DbA Ultimate Automotive



Supplier Diversity Director



Supplier Diversity Specialist

** A contractor awarded a contract or a portion of a contract under the set-aside program shall not subcontract with any person(s) with whom the contractor is affiliated.

BID # 2022-165

DESC Demolition - 244 Greenfield St

DATE 5/26/2022

TIME 11:00 AM

Town of Fairfield - Bid Results

Item	Description	Resource Services, Inc. Bridgeport, CT	NAC Industries, Inc. Oxford, CT	Oscar's Abatement LLC Hartford, CT
1	Lump Sum	\$25,000.00	\$35,000.00	\$73,000.00
2	Disposal Sites	Wastes Innovation	Cherry Hill Waterbury Facility	Minerva Enterprises, Waynesboro, OH
3	Work shall be complete	30 Days	30 Days	30 Days

SERVICE AGREEMENT

This AGREEMENT, made this day of 2 June 2022, by and between the **TOWN OF FAIRFIELD**, in the County of Fairfield, a municipal Corporation of the State of Connecticut (hereinafter "**TOWN**"), and **RESOURCE SERVICES** a Connecticut Corporation with its principal place of business at 75 Edwin Street, Bridgeport, Connecticut, (hereinafter "**CONTRACTOR**").

WITNESSETH, That for and in consideration of the premises and the agreement herein contained, and the payments herein provided to be made, the parties hereto agree as follows:

FIRST: Statutes.

The Contractor agrees to accept and abide by the provisions of Title 31, Section 53 of the 1965 Supplement to the General Statutes, State of Connecticut, which require "The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (h) of this section, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such Community and Economic Development project is being constructed. Any Contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day."

The Contractor agrees and warrants that in the performance of the Contract such Contractor 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, gender identity or expression, intellectual disability, mental disability 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; and the Contractor further agrees to take affirmative action to insure 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, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the 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 Commission; (c) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section 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 Connecticut General Statutes §§ 46a-68e and 46a-68f and with each

regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (e) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a Community and Economic Development contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such Community and Economic Development projects.

The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (b) 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 notice to be provided by the Commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (c) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (d) the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

SECOND: Engagement and Authorization.

Subject to the terms and conditions set forth in this Agreement, Town does hereby engage and authorize Contractor — and Contractor does hereby accept such engagement and authorization, as an independent contractor for Town — to construct the Construction Project, as here in defined, and to manage such construction for Town. The Contractor further covenants and agrees at its own proper cost, charge, and expense to furnish all machinery, appliances, tools, labor and materials necessary or proper to do all the work necessary to construct all the works equipment and fixtures, appurtenant thereto, as set forth in the Contractor's proposal, annexed hereto, as Exhibit A and known as PURCHASE ORDER FY 2022, and as described in the Request for Proposals #2022-165 Plans and Specifications, attached hereto as Exhibit B, made and prepared by the Town of Fairfield Purchasing Department, in the County of Fairfield; and in the Contract Documents, as defined below in this Contract, which are incorporated by reference and wholly made a part of this Contract to the same extent as though the same were herein expressly written, in a first-class workmanlike manner, and in strict accordance with the plans, drawings and specifications therefore, invitation for bid, and the Contractor's proposal all of which plans, drawings, specifications, invitation to bid, proposal, award resolution and other Contract Documents. Such work will be performed under the supervision of the Responsible Town Official

(herein "RTO"), who for the purposes of this Contract, shall be the Director of Community and Economic Development of the Town of Fairfield and/or his appointed agent.

THIRD. In consideration of the Contractor faithfully complying with all the terms and stipulations of this Contract as set forth herein, or in the plans and specifications therefore, advertisement, proposal and other Contract Documents, the Town of Fairfield covenants and agrees to pay the said Contractor at the time and times, and in the manner more particularly set forth in the General Conditions as accepted in the bid submission attached hereto as Exhibit C.

FOURTH. The Contractor agrees to indemnify, defend and hold harmless the Town of Fairfield, its employees, agents and servants from any and all claims or demands for damages or injuries to either person or property which arise or may arise out of the performance of this contract, and shall indemnify and insure the Town of Fairfield in the manner more particularly set forth in the Insurance Requirements attached herein as Exhibit D, which are made part of this Contract.

FIFTH. The term "Contract Documents" shall mean and include the following:

Advertisement for Bid

1. Instructions to Bidders
2. Bid Proposal
3. All Contract Forms:
 - a. Bid Bond
 - b. Certificate of Surety
 - c. Statement of Compliance with Bidding Requirements
 - d. Contract
 - e. Acknowledgement of Officer of Town Executing Contract
 - f. Acknowledgement of Corporate Contractor
 - g. Acknowledgement of Contractor, if an Individual
 - h. Performance and Labor and Material Bond
 - i. Certificate of Insurance
 - j. Non-Collusion Affidavit of Prime Bidder
 - k. Non-Collusion Affidavit of Subcontractor
 - l. Notice of Award
 - m. Notice to Proceed
 - n. Change Orders
 - o. Town of Fairfield, Standard Insurance Requirements
4. General Conditions
5. Supplemental General Conditions
6. Special Conditions
7. All Federal and State Required Contract Provisions Including:
 - a. CHRO-Contract Compliance Regulations-Notification to Bidders
8. Contract Drawings

IN WITNESS WHEREOF, the Board of Selectmen of the Town of Fairfield, in the County of

Fairfield has authorized the Corporate Seal of the Town of Fairfield to be hereto affixed and this Contract to be signed by the Purchasing Authority and that same attested to by the Town Clerk and the Contractor has caused this Contract to be signed by its duly authorized officer, and its corporate seal to be hereunto affixed all the day and year first above written.

TOWN OF FAIRFIELD

By _____

Its: _____
Date: _____, 2022

By _____

Its: _____
Date: _____, 2022

RESOURCE SERVICES

By _____

Its: _____
Date: _____, 2022

EXHIBIT A
CONTRACTOR'S PROPOSAL
PURCHASE ORDER FY 2022

EXHIBIT B
REQUEST FOR PROPOSAL #2022-165

EXHIBIT C
BID SUBMISSION

EXHIBIT D
CERTIFICATE OF INSURANCE



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

Award Recommendation Resolution:

On Thursday, 5th May 2022, the Purchasing Authority recommended an award of RFP number 2022-85 Redesign, Development and Hosting of the Town's Website, to Revize Government Websites, Troy, MI, to partner with the Town to design, develop and host its public facing website as detailed in the bid specifications.

Revize Government Websites, was selected based on a combination of qualifications, experience, services offered, and proposed cost.

The award of the contract to Revize Government Websites may be subject to the review and approval of the Board of Selectmen.

Brenda L. Kupchick, First Selectwoman

Gerald J. Foley, Director of Purchasing



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

RFP #2022-85

Redesign, Development, Implementation and Hosting of the Town's Website

TOWN OF FAIRFIELD
PURCHASING AUTHORITY
725 OLD POST ROAD
INDEPENDENCE HALL
FAIRFIELD, CT 06824.

Date Submitted _____ 2022.

SEALED SUBMISSIONS are subject to the standard instructions set forth on the attached sheets. Any modifications must be specifically accepted by the Town of Fairfield, Purchasing Authority.

Bidder:

Revize Government Websites
Doing Business As (Trade Name)

150 Kirts Blvd.
Address

Troy, MI 48084
Town, State, Zip

Thomas Jean - Project Manager
(Mr. / Ms.) Name and Title, Printed

[Signature]
Signature

248-269-9263 ext.8035 866-346-8880
Telephone Fax

thomas.jean@revize.com
E-mail

[Signature]
First Selectwoman

[Signature]
Director of Purchasing

02/11/2022
Date

Sealed submissions will be received by the Purchasing Authority at the office of the Director of Purchasing, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut 06824, up to:

02:00PM, Tuesday, 8 March, 2022

To provide qualifications and pricing proposals from highly qualified, experienced website development companies to partner with the Town of Fairfield to design, develop, implement and host its public facing website as detailed in the attached Request for Proposal.

NOTES:

1. Proposers are to complete all requested data in the upper right corner of this page and must return this page and the Proposal page with their submission.
2. No Proposal shall be accepted from, or contracts awarded to, any person/company/affiliate or entity under common control who is in arrears to the Town of Fairfield upon debt, or contract or who has been within the prior five (5) years, a defaulter as surety or otherwise upon obligations to the Town of Fairfield, and shall be determined by the Town.
3. Proposals are to be submitted in a sealed envelope and clearly marked "RFP #2022-85" on the outside of the envelope, including all outer packaging, such as, DHL, FedEx, UPS, etc.
4. It is the sole responsibility of the bidder to see that the Proposal is received by the Fairfield Purchasing Department prior to the time and date noted above. Proposals are not to be submitted via email or fax.
5. Proposals are not to be submitted with plastic binders or covers, nor may the Proposal contain any plastic inserts or pages.

FEE PROPOSAL

PROPOSAL TO: Town of Fairfield, Purchasing Department
 First Floor, Sullivan Independence Hall
 725 Old Post Road, Fairfield, Connecticut 06824

I, Thomas Jean have received the following contract documents,

1. RFP Document #2022-85
2. Posted addenda numbered 1 through 3 posted at www.fairfieldct.org/purchasing and have included their provisions in my proposal.

NOT TO EXCEED PRICE FOR PROPOSED SERVICE SCHEDULE SUMMARY:

In accordance with this Request for Proposal for the redesign, development and hosting of the Town’s website issued by the Town of Fairfield, the Company represented below hereby submits the following cost proposal:

\$ 43,600.00 forty-three-thousand-six-hundred Dollars
(Written Amount)

The proposed pricing above is the all-inclusive maximum price for the total engagement of the Request for Proposals. Such price includes all out-of-pocket expenses.

Provide Total Cost of Web Site Redesign:	<u>\$ 12,000.00</u>
Provide Total Cost of Website Implementation	<u>\$ 15,100.00</u>
Provide Total Cost of Training	<u>\$ 2,900.00</u>
Provide Total Cost of Software Support and Maintenance	<u>\$ 5,900.00 (includes hosting)</u>
Provide Total Cost of Data Conversion and Migration	<u>\$ 7,700.00</u>
Ongoing Costs:	
Provide Total Cost of the 1st year of Hosting or Subscription Fees	<u>\$ 5,900.00 (includes hosting)</u>
<hr/>	
Total Project Cost:	<u>\$ 43,600.00</u>
<i>(Total should be equivalent to the Not to Exceed Price for Proposed Service noted above)</i>	
Provide the annual cost for website hosting or subscriptions for years 2-5:	
Hosting or Subscription Fees Year 2:	<u>\$ 5,900.00</u>
Hosting or Subscription Fees Year 3:	<u>\$ 6,400.00</u>
Hosting or Subscription Fees Year 4:	<u>\$ 6,400.00</u>
Hosting or Subscription Fees Year 5:	<u>\$ 6,400.00</u>
 Proposed Hourly Rates for custom development and support	 <u>\$ 125/hour</u>

FEE PROPOSAL
(page 2 of 4)

SCHEDULE OF PROFESSIONAL FEES & EXPENSES

<u>Classifications</u>	<u>Hours</u>	<u>Standard Hourly Rate</u>	<u>Quoted Hourly Rates</u>	<u>Total</u>
Partners:				
Managers:				
Supervisory Staff: Project Management	NA	\$125/hour	\$125/hour	
Staff: Content Editors	NA	\$125/hour	\$125/hour	
Other (specify): Developers/ Designers	NA	\$125/hour	\$125/hour	
Subtotal:				
Out-of-Pocket Expenses:	NA			
Meals & Lodging:	NA			
Transportation:	NA			
Other (specify):	NA			

- Notes:**
1. The rates quoted should not be presented as a general percentage of the standard hourly rates or as a gross deduction from the total all-inclusive maximum price.
 2. Provide rates and describe the method you will use to charge for any special requests, reports or the broadening of the scope of work beyond that described in this Request for Proposals.
 3. Indicate your proposed schedule of billing dates during each year.
 4. Please provide any additional information about your Company's proposed fees and expenses for the engagement.

I hereby certify that the undersigned is fully authorized to represent the Company stated below, and is duly empowered to submit the figures listed in response to the Town of Fairfield request for proposal for annual auditing services, and if selected is duly authorized by their Company to sign a contract with the Town, for the services identified in this Request for Proposal solicitation document.

Company: Revize Government Websites

Signature: _____ **Printed Name:** Thomas Jean

Title: Project Manager **Date:** 3/9/2022

Addendum #	1	Dated	2/24/2022	Addendum #	2	Dated	3/4/2022
Addendum #	3	Dated	3/7/2022	Addendum #		Dated	

FEE PROPOSAL
(page 3 of 4)

PROPOSER'S STATEMENT OF QUALIFICATIONS

Company Name: Revize Government Websites

Size of Company or Corporation:

Number of Employees: Full Time: Est. 50 Part Time: Est. 5

Is your Company registered with the Office of the Connecticut Secretary of State? Yes No

Registration Date, if available _____

List any relevant certifications, licenses, registrations, etc., which qualify your Company to meet the requirements of this proposal. (If necessary, provide this information on a separate sheet)

Please see executive summary and company profile sections of our attached proposal starting on page 6

List any criminal convictions against your Company and any of your Company's officers, principal shareholders, directors, partners, LLC members and LLC managers. (If necessary, provide this information on a separate sheet)

List any administrative actions either pending review by the State or determinations that the State has made regarding your Company or any of your Company's officer, principal shareholders, directors, partners, LLC members or LLC managers. This would include court judgments, actions, suits, claims, demands, investigations and legal, administrative or arbitration proceedings pending in any forum. Include a listing of OSHA violations and any actions or orders pending or resolved with any state agency such as the Department of Consumer Protection, the Department of Environmental Protection, etc. Detail this information on a separate sheet of paper. Such information should be for the last three (3) years. (If necessary, provide this information on a separate sheet)

FEE PROPOSAL

(page 4 of 4)

PROPOSER DEBARMENT AND/OR SUSPENSION

Has the proposer, any Company official, or any subcontractor to the proposer, received any notices of debarment and/or suspension from contracting with the State of Connecticut, the Federal Government or any governmental entity?

NO YES

The above-signed proposer further affirms and declares that neither the proposer and/or any Company official, nor any subcontractor to the proposer and/or any Company official has received any notices of debarment and/or suspension from contracting with other states within the United States.

NO YES

If the above signed proposer, any Company official or any subcontractor to the proposer has received notices of debarment and/or suspension from contracting with the State of Connecticut, the Federal Government or any governmental entity, said notices must be attached to this document when submitting the proposal.

Number of notices attached: _____

I hereby certify under penalty of false statement that all the information supplied is complete and true.

Signature: 

Date: 3/9/2022

Title: Project Manager

revize.

The Government Website Experts

WEBSITE PROPOSAL FOR The Town of Fairfield, Connecticut

Revize is a Minority Business Enterprise (MBE)

Prepared by Thomas J. Jean

Thomas.Jean@revize.com

150 Kirts Blvd. Troy, MI 48084

Ph: 248-269-9263 x8035 Fax: 866-346-8880

www.revize.com March 8th, 2022



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Phase 2: Discovery & Design	28
Phase 3: Template Development, CMS Integration	34
Phase 4: CMS Modules Setup	34
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Revize Project Team	47
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Revize Clients!

- Arcadia, CA www.arcadiaca.gov
- Clark County, NV www.clarkcountynv.gov
- Des Moines, IA www.dsm.city
- Gatlinburg, TN www.gatlinburgtn.gov
- Groton, CT www.groton-ct.gov
- Largo, FL www.largo.com
- New Bern, NC www.newbern-nc.org
- Olympia, WA www.olympiawa.gov
- Southington, CT www.southington.org
- St. Petersburg, FL www.stpete.org
- Troy, MI www.troymi.gov
- And Many More!

**Michael Bruckner, Assistant to the City Manager,
City of Arcadia, CA**

“Revize has done it again! Another game changing, cutting edge website that moves the industry forward by connecting citizens to services in as few clicks as possible.”



3.1 Cover Letter/Introduction

Dear Town of Fairfield,

Thank you for considering Revize as your web development partner. For nearly two decades, Revize has been a leader in providing high-quality, government-compliant web solutions. A myriad of industry awards and hundreds of satisfied clients stand as a testament to the quality and value of our work.

Every member of the Revize team understands that your website is more than a website. It's a valuable resource that can help you build a better community.

Visitors are drawn to websites that are appealing yet functional, user-friendly with a plethora of services, and accessible on a wide range of devices. A Revize website will allow your residents and businesses to easily fill out and submit documents, review and pay bills and taxes, perform searches to answer frequently asked questions and perform a suite of other tasks that would otherwise require staff assistance. What's more, a Revize website will enable you to increase staff productivity and decrease costs by reducing off-line departmental operations.

Some of our great clients in include:

- City of Largo, FL www.largo.com
- New Bern, NC www.newbern-nc.org
- City of Arcadia, CA www.arcadiaca.gov
- City of St. Petersburg, FL www.stpete.org
- City of Des Moines, IA www.dsm.city
- And Many More!

We will work closely with you to design and develop a dynamic, functional and easy to navigate website that will perfectly fit your community. Then we empower you to control your digital presence with the industry's best administrative management applications. Revize training ensures that your team has the skills needed to expertly update and manage website content and delivery.

Government clients select Revize because we can help them

- Effectively engage residents.
- Enhance their web presence and build an online communications center.
- Empower non-technical web content editors and administrators to easily execute changes.
- Implement a scalable solution that allows them to affordably grow their web presence for the long term.

“Revize Websites build engagement
with your constituents.”

We have worked hard to establish a reputation for creating online community websites that engage, inform, and increase participation of your community. With our help, your community’s website can serve your residents better, inspire them more, and get them actively involved in your government.

Please contact me if you have any questions at all.

Sincerely,



Thomas J. Jean
Project Manager
248-269-9263 x8035
Thomas.Jean@revize.com

Executive Summary

Thank you for considering Revize Software Systems for your new website project. We understand the importance of this undertaking and know how motivated your government/community is to selecting the right vendor; one who will work with you through all the steps required to build the perfect website featuring a plethora of high quality online services that your constituents will want to use regularly. In more than two decades of working with government leaders, as well as through nationwide surveys, we have learned that the key to choosing a website vendor is finding the right balance between the total cost of the solution and the quality of the design, online apps and user functionality. In simpler terms, you need a solution that works for you and serves your constituents.

About Us

With approximately 2,500 government websites launched nationwide, Revize Software Systems is one of the industry's leading providers. We credit our rapid growth to our 20-year track record of building award-winning government websites and content management systems. When you work with Revize, you're not just a client, you become part of the Revize family and will receive the service and support you need and expect! We are among the most highly respected government website experts in the United States and we proudly stand by our work.

Our Innovative Responsive Web Design (RWD) and Web Apps

Revize has been a pioneer in implementing the latest trends in design by using Responsive Web Design (RWD). This technology ensures that site visitors have an optimal viewing experience — easy reading and navigation with a minimum of resizing, panning, and scrolling — across a wide range of devices, from desktop monitors to mobile phones. RWD provides flexible and fluid website layouts that adapt to almost any screen. When you implement a dynamic new website powered by Revize, you will not only get an outstanding look, layout and navigation, but you also receive 24/7 access to our Government Communication Center for residents, business and visitors.

Here you will find the communication tools you need such as:

- Public Service Request App
- Calendar of Events
- E-Notification Modules
- On-Line Payment Portal
- Facilities Reservations
- News Center with Facebook/Twitter Integration
- Emergency Alerts
- Online Forms / Survey Tools
- E-Newsletter Applications
- Job Posting and Tracking Module
- Public Records Request Tracker

Our Award-Winning Government CMS

Revize is renowned as a leader in providing practical, high-value, easy to use content management software Government CMS. This simple-to-use yet powerful solution enables clients to manage their online presence with high functionality and style. With applications such as an online document center, public service request app, public records request tracker, agendas and minutes, frequently asked questions and more, Revize ensures that our clients have the tools they need to make information and services available for website users at the click of a mouse.

Quick Deployment, Personalized Training and Support

Revize addresses time concerns by completing websites in considerably less time than our competitors. And because our software is so easy to use, we are also able to effectively train our clients in less than half the time it takes our competitors. Our training program is customized based on each client's needs, and we provide hands on training the way you want it - either onsite or off site through web conferencing tools. We pride ourselves on the skills of our support staff, who are responsive,

knowledgeable and helpful. Our online support portal is available 24X7X365 for issue tracking and management. We also provide phone and email support during regular business hours.



Did you know?

Our technical support staff are trained developers. When you call for tech support, you'll be speaking to staff with direct knowledge of development!

Company Profile

FOUNDED

1995

HEADQUARTERS

150 Kirks Blvd.
Troy, MI 48084

PHONE

248-269-9263

WEB SITE

www.revize.com

Revize Software Systems was founded in June, 1995 as a "new media" development company specializing in the creation of interactive web design, multimedia content delivered on CD-ROM, and video production. Since then, Revize has made an unsurpassed name for itself in the web/internet industry as THE master of government website design, which remains our specialty. We now boast more than 2,500 websites launched in North America and have created acclaimed website designs for hundreds of municipalities and counties, as well as government departments and agencies. In September, 1996 as the Internet was becoming a world-wide reality, Revize began developing a Web Content Management System (CMS) for the government market to enable non-technical contributors to quickly and easily update content on their websites. The result was the creation of our state-of-the-art Revize Government CMS. Our mission has always been to enhance the communications of government organizations nationwide with their varied and valued audiences. This is based on our vision statement, which reads:

“The empowerment of people through simplified information management technologies.”

Focused exclusively on creative web design, government web apps and content management technologies, Revize continues to invest in its technology, continually adding new capabilities and features that manifest our vision. While many

municipalities choose Revize to develop and cost-effectively manage their website content, clients also use Revize as an information-sharing platform. Our suite of Revize Government web-based solutions has proven valuable as a powerful technology that empowers clients to build and maintain sophisticated web sites, all while using the Internet and internal Intranets/Extranets to acquire, analyze, process, summarize and share information – ensuring that the right people always have the right information at the right time.

“We are proud of our award winning web designs, technologies, continued innovations to build government centric modules and apps, web content management, training and support capabilities. We are especially proud of being recognized as one of the industry’s top government website experts and innovators. We are committed to pursuing the continued evolution of all our services to provide increased value to our government clients.”



Did you know?

Revize has won national awards for our websites!

Government Project Experience

The City of Arcadia, California

www.arcadiaca.gov



Horizon Interactive Award Winner

Details:

The City of Arcadia, California chose Revize because they wanted a website that stood out from all of the others in Los Angeles County. In this site, we built unique designs for the city, recreation department, and library. Each one has its own unique look and feel while maintaining the brand. This site also includes our proprietary “curated search” feature. This feature puts you in control of the search results on the site. You get to decide which results display based on the search criteria your users input into the search. This allows them to find the results they are looking for instantly!

The City of New Bern, North Carolina

www.newbernnc.gov

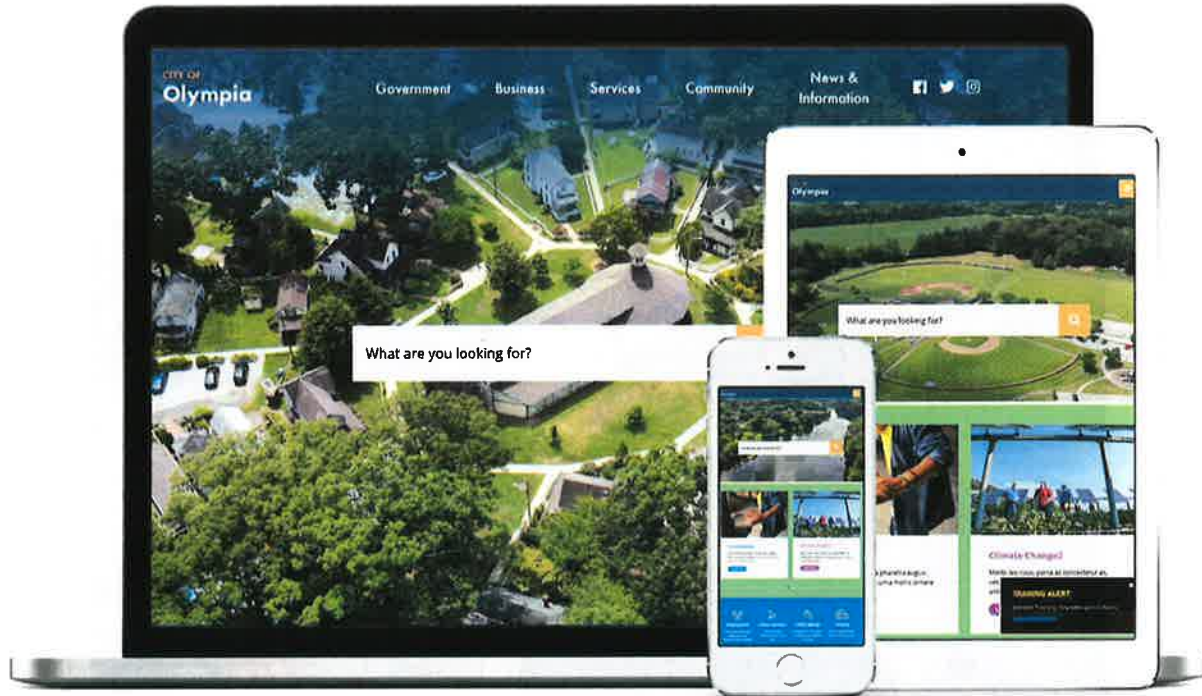


Details:

New Bern, North Carolina wanted a design unlike any City out there. With this design we pushed the limit of what people think when they see a City website. We integrated a drone video that plays on the full width homepage. In addition, this site features more scrolling than you may notice on more traditional websites. That is a good thing! Users are now, more than ever, viewing websites on their hand-held devices. Some estimates say this is as high as 60% of all internet usage! With more scrolling we are able to give the user a lot of information, without having to squeeze it into such a small space. We use images, icons, and interactive features to create an experience for the user. This type of design also allows us to extend the City's brand in a way that is unmatched in the industry!

The City of Olympia, Washington

www.olympiawa.gov



Details:

The City of Olympia, the Capitol City of Washington, presented a unique opportunity for Revize and the City's web team. This website features an extremely innovative homepage. As users scroll from one section to the next, they can explore different trending topics, services, news, events, and much more in an extremely modern fashion. We built this website to be one of the most visually inspiring, but also most functional websites in the United States. With the unique design coupled with features such as a curated "smart search" feature and online interactive forms, this website makes a strong case for that title!

Tipton County, Tennessee

www.tiptonco.com

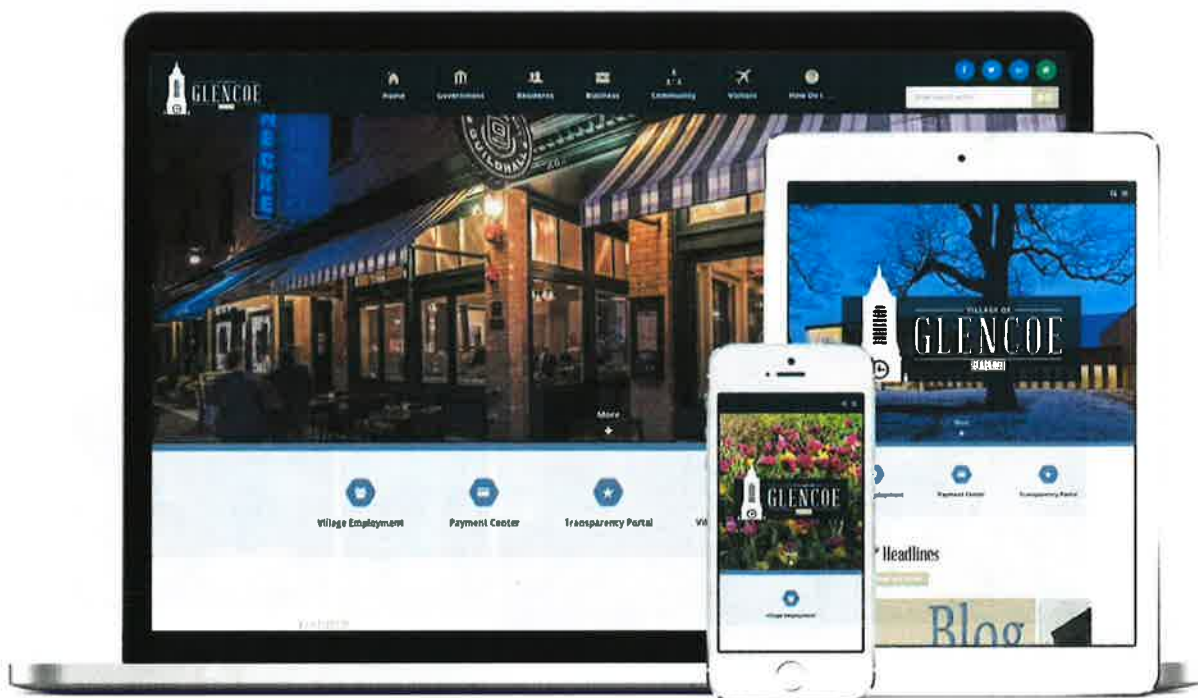


Details:

Tipton County is located on the Mississippi River north of Memphis and is one of the fastest growing counties in the state. Because of this fact, the website needed to refocus its attention. In addition to resident services, this website has a focus on economic development. To achieve this, we started off by integrating a drone video. That video instantly showcases the growth in industry that Tipton is experiencing. As you scroll down the website, this business-friendly atmosphere is intertwined with resident engagement features. Each department has their own icon that is used to identify them uniquely. The interior pages have distinctive features that make them stand out as if they were stand-alone websites. With its service for residents and its appeal to the business community, this is the next generation of government websites.

The Village of Glencoe, Illinois

www.villageofglencoe.org



Details:

The Village of Glencoe is beautiful community on the shores of Lake Michigan just north of Chicago. This website brings together an amazing design with a full suite of web apps to engage Village residents. Smooth transitions from the home page to interior pages of this website allow users to find exactly what they are looking for easily. The Revize Public Service Request App, Village Manager's Blog, fillable online form database, and a high traffic featured news and headlines area round out this website!

revize.

The Government Website Experts

WEBSITE PROPOSAL FOR The Town of Fairfield, Connecticut

Revize is a Minority Business Enterprise (MBE)

Prepared by Thomas J. Jean

Thomas.Jean@revize.com

150 Kirts Blvd. Troy, MI 48084

Ph: 248-269-9263 x8035 Fax: 866-346-8880

www.revize.com March 8th, 2022

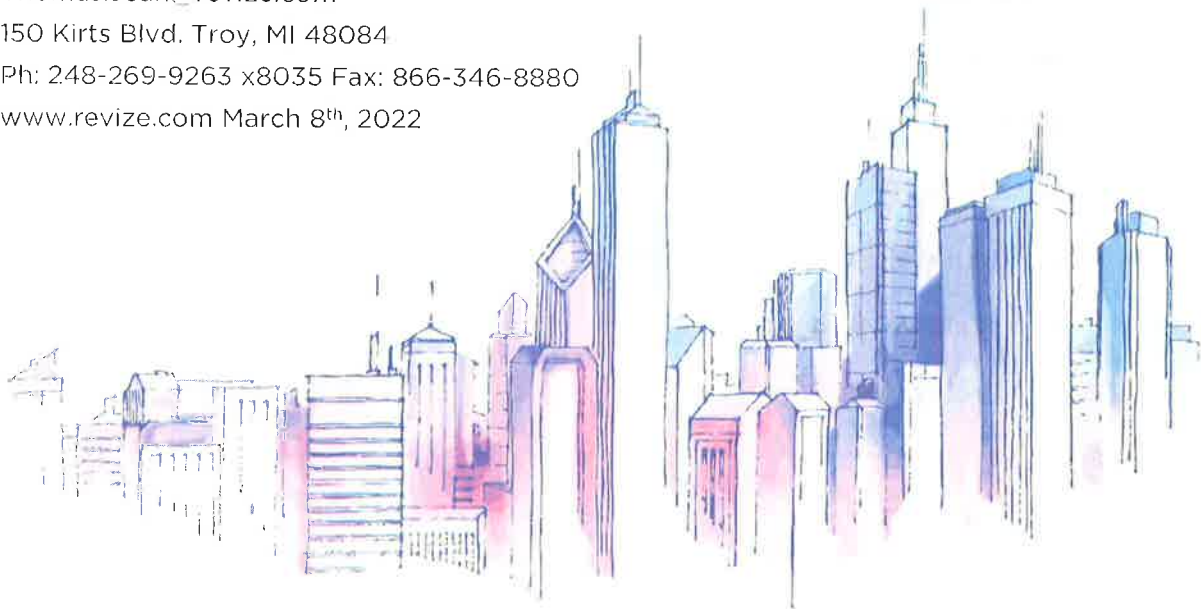


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Revize Clients!

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- Des Moines, IA www.dsm.city
- Gatlinburg, TN www.gatlinburgtn.gov
- Groton, CT www.groton-ct.gov
- Largo, FL www.largo.com
- New Bern, NC www.newbern-nc.org
- Olympia, WA www.olympiawa.gov
- Southington, CT www.southington.org
- St. Petersburg, FL www.stpete.org
- Troy, MI www.troymi.gov
- And Many More!

**Michael Bruckner, Assistant to the City Manager,
City of Arcadia, CA**

“Revize has done it again! Another game changing, cutting edge website that moves the industry forward by connecting citizens to services in as few clicks as possible.”

revize.
The Government Website Experts



3.1 Cover Letter/Introduction

Dear Town of Fairfield,

Thank you for considering Revize as your web development partner. For nearly two decades, Revize has been a leader in providing high-quality, government-compliant web solutions. A myriad of industry awards and hundreds of satisfied clients stand as a testament to the quality and value of our work.

Every member of the Revize team understands that your website is more than a website. It's a valuable resource that can help you build a better community.

Visitors are drawn to websites that are appealing yet functional, user-friendly with a plethora of services, and accessible on a wide range of devices. A Revize website will allow your residents and businesses to easily fill out and submit documents, review and pay bills and taxes, perform searches to answer frequently asked questions and perform a suite of other tasks that would otherwise require staff assistance. What's more, a Revize website will enable you to increase staff productivity and decrease costs by reducing off-line departmental operations.

Some of our great clients in include:

- City of Largo, FL www.largo.com
- New Bern, NC www.newbern-nc.org
- City of Arcadia, CA www.arcadiaca.gov
- City of St. Petersburg, FL www.stpete.org
- City of Des Moines, IA www.dsm.city
- And Many More!

We will work closely with you to design and develop a dynamic, functional and easy to navigate website that will perfectly fit your community. Then we empower you to control your digital presence with the industry's best administrative management applications. Revize training ensures that your team has the skills needed to expertly update and manage website content and delivery.

Government clients select Revize because we can help them

- Effectively engage residents.
- Enhance their web presence and build an online communications center.
- Empower non-technical web content editors and administrators to easily execute changes.
- Implement a scalable solution that allows them to affordably grow their web presence for the long term.

“Revize Websites build engagement
with your constituents.”

We have worked hard to establish a reputation for creating online community websites that engage, inform, and increase participation of your community. With our help, your community’s website can serve your residents better, inspire them more, and get them actively involved in your government.

Please contact me if you have any questions at all.

Sincerely,



Thomas J. Jean
Project Manager
248-269-9263 x8035
Thomas.Jean@revize.com

Executive Summary

Thank you for considering Revize Software Systems for your new website project. We understand the importance of this undertaking and know how motivated your government/community is to selecting the right vendor; one who will work with you through all the steps required to build the perfect website featuring a plethora of high quality online services that your constituents will want to use regularly. In more than two decades of working with government leaders, as well as through nationwide surveys, we have learned that the key to choosing a website vendor is finding the right balance between the total cost of the solution and the quality of the design, online apps and user functionality. In simpler terms, you need a solution that works for you and serves your constituents.

About Us

With approximately 2,500 government websites launched nationwide, Revize Software Systems is one of the industry's leading providers. We credit our rapid growth to our 20-year track record of building award-winning government websites and content management systems. When you work with Revize, you're not just a client, you become part of the Revize family and will receive the service and support you need and expect! We are among the most highly respected government website experts in the United States and we proudly stand by our work.

Our Innovative Responsive Web Design (RWD) and Web Apps

Revize has been a pioneer in implementing the latest trends in design by using Responsive Web Design (RWD). This technology ensures that site visitors have an optimal viewing experience — easy reading and navigation with a minimum of resizing, panning, and scrolling — across a wide range of devices, from desktop monitors to mobile phones. RWD provides flexible and fluid website layouts that adapt to almost any screen. When you implement a dynamic new website powered by Revize, you will not only get an outstanding look, layout and navigation, but you also receive 24/7 access to our Government Communication Center for residents, business and visitors.

Here you will find the communication tools you need such as:

- Public Service Request App
- Calendar of Events
- E-Notification Modules
- On-Line Payment Portal
- Facilities Reservations
- News Center with Facebook/Twitter Integration
- Emergency Alerts
- Online Forms / Survey Tools
- E-Newsletter Applications
- Job Posting and Tracking Module
- Public Records Request Tracker

Our Award-Winning Government CMS

Revize is renowned as a leader in providing practical, high-value, easy to use content management software Government CMS. This simple-to-use yet powerful solution enables clients to manage their online presence with high functionality and style. With applications such as an online document center, public service request app, public records request tracker, agendas and minutes, frequently asked questions and more, Revize ensures that our clients have the tools they need to make information and services available for website users at the click of a mouse.

Quick Deployment, Personalized Training and Support

Revize addresses time concerns by completing websites in considerably less time than our competitors. And because our software is so easy to use, we are also able to effectively train our clients in less than half the time it takes our competitors. Our training program is customized based on each client's needs, and we provide hands on training the way you want it - either onsite or off site through web conferencing tools. We pride ourselves on the skills of our support staff, who are responsive, knowledgeable and helpful. Our online support portal is available 24X7X365 for issue tracking and management. We also provide phone and email support during regular business hours.



Did you know?

Our technical support staff are trained developers. When you call for tech support, you'll be speaking to staff with direct knowledge of development!

Company Profile

FOUNDED	HEADQUARTERS	PHONE	WEB SITE
1995	150 Kirts Blvd. Troy, MI 48084	248-269-9263	www.revize.com

Revize Software Systems was founded in June, 1995 as a "new media" development company specializing in the creation of interactive web design, multimedia content delivered on CD-ROM, and video production. Since then, Revize has made an unsurpassed name for itself in the web/internet industry as THE master of government website design, which remains our specialty. We now boast more than 2,500 websites launched in North America and have created acclaimed website designs for hundreds of municipalities and counties, as well as government departments and agencies. In September, 1996 as the Internet was becoming a world-wide reality, Revize began developing a Web Content Management System (CMS) for the government market to enable non-technical contributors to quickly and easily update content on their websites. The result was the creation of our state-of-the-art Revize Government CMS. Our mission has always been to enhance the communications of government organizations nationwide with their varied and valued audiences. This is based on our vision statement, which reads:

“The empowerment of people through simplified information management technologies.”

Focused exclusively on creative web design, government web apps and content management technologies, Revize continues to invest in its technology, continually adding new capabilities and features that manifest our vision. While many

municipalities choose Revize to develop and cost-effectively manage their website content, clients also use Revize as an information-sharing platform. Our suite of Revize Government web-based solutions has proven valuable as a powerful technology that empowers clients to build and maintain sophisticated web sites, all while using the Internet and internal Intranets/Extranets to acquire, analyze, process, summarize and share information – ensuring that the right people always have the right information at the right time.

“We are proud of our award winning web designs, technologies, continued innovations to build government centric modules and apps, web content management, training and support capabilities. We are especially proud of being recognized as one of the industry’s top government website experts and innovators. We are committed to pursuing the continued evolution of all our services to provide increased value to our government clients.”



Did you know?

Revize has won national awards for our websites!

Government Project Experience

The City of Arcadia, California

www.arcadiaca.gov



Horizon Interactive Award Winner

Details:

The City of Arcadia, California chose Revize because they wanted a website that stood out from all of the others in Los Angeles County. In this site, we built unique designs for the city, recreation department, and library. Each one has its own unique look and feel while maintaining the brand. This site also includes our proprietary “curated search” feature. This feature puts you in control of the search results on the site. You get to decide which results display based on the search criteria your users input into the search. This allows them to find the results they are looking for instantly!

revize.
The Government Website Experts

The City of New Bern, North Carolina

www.newbernnc.gov

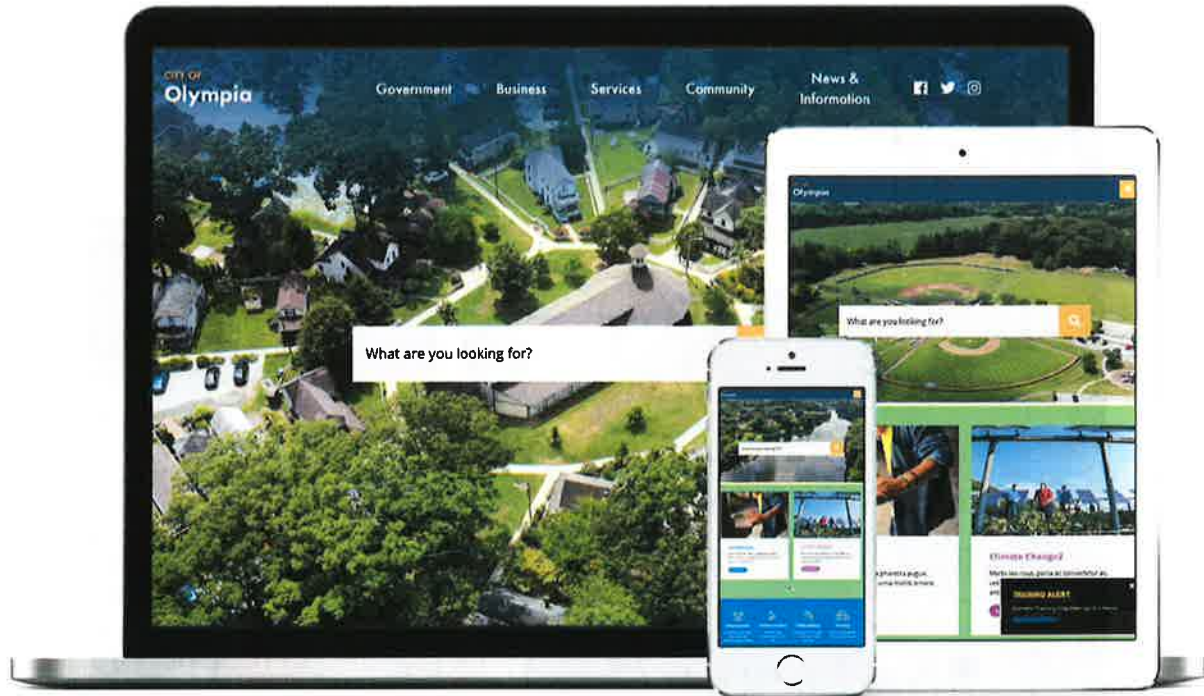


Details:

New Bern, North Carolina wanted a design unlike any City out there. With this design we pushed the limit of what people think when they see a City website. We integrated a drone video that plays on the full width homepage. In addition, this site features more scrolling than you may notice on more traditional websites. That is a good thing! Users are now, more than ever, viewing websites on their hand-held devices. Some estimates say this is as high as 60% of all internet usage! With more scrolling we are able to give the user a lot of information, without having to squeeze it into such a small space. We use images, icons, and interactive features to create an experience for the user. This type of design also allows us to extend the City's brand in a way that is unmatched in the industry!

The City of Olympia, Washington

www.olympiawa.gov



Details:

The City of Olympia, the Capitol City of Washington, presented a unique opportunity for Revize and the City's web team. This website features an extremely innovative homepage. As users scroll from one section to the next, they can explore different trending topics, services, news, events, and much more in an extremely modern fashion. We built this website to be one of the most visually inspiring, but also most functional websites in the United States. With the unique design coupled with features such as a curated "smart search" feature and online interactive forms, this website makes a strong case for that title!

Tipton County, Tennessee

www.tiptonco.com

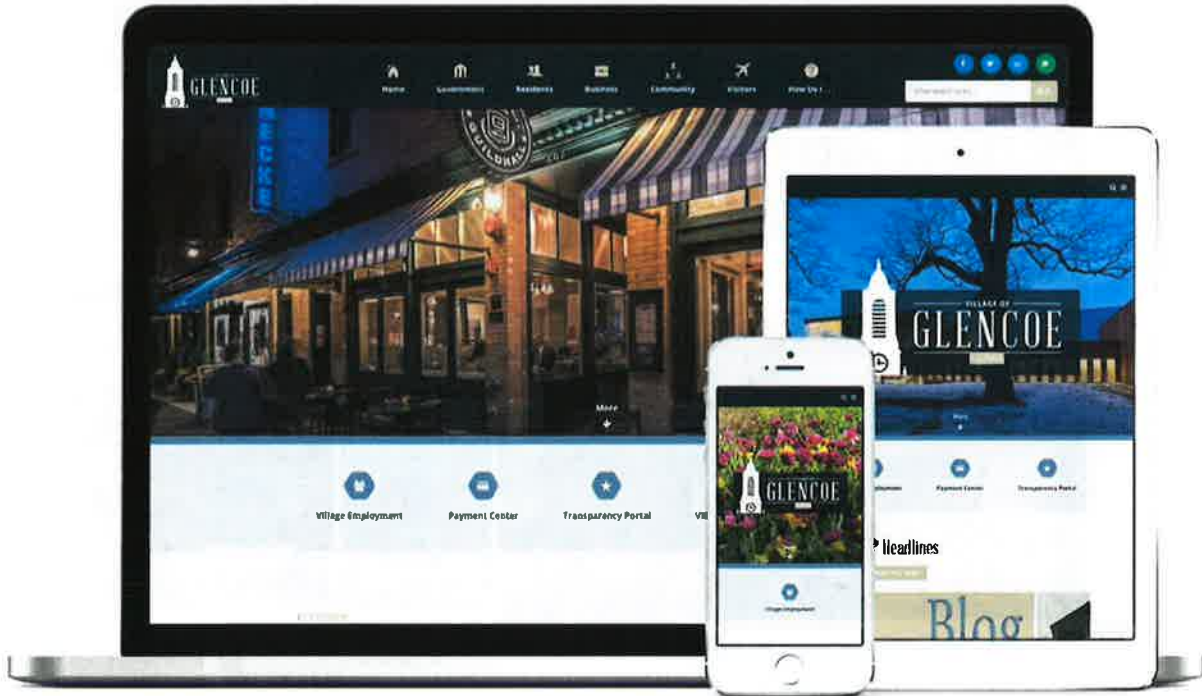


Details:

Tipton County is located on the Mississippi River north of Memphis and is one of the fastest growing counties in the state. Because of this fact, the website needed to refocus its attention. In addition to resident services, this website has a focus on economic development. To achieve this, we started off by integrating a drone video. That video instantly showcases the growth in industry that Tipton is experiencing. As you scroll down the website, this business-friendly atmosphere is intertwined with resident engagement features. Each department has their own icon that is used to identify them uniquely. The interior pages have distinctive features that make them stand out as if they were stand-alone websites. With its service for residents and its appeal to the business community, this is the next generation of government websites.

The Village of Glencoe, Illinois

www.villageofglencoe.org



Details:

The Village of Glencoe is beautiful community on the shores of Lake Michigan just north of Chicago. This website brings together an amazing design with a full suite of web apps to engage Village residents. Smooth transitions from the home page to interior pages of this website allow users to find exactly what they are looking for easily. The Revize Public Service Request App, Village Manager's Blog, fillable online form database, and a high traffic featured news and headlines area round out this website!

The City of St. Petersburg, Florida

www.stpete.org



Details:

As Florida's 5th largest, St. Petersburg is an iconic City with something to offer everyone. Because St. Pete is a longtime Revize client, their team worked very closely with ours and actually provided their own design concepts. We did the integration/pre-launch work and their staff was with us every step of the way. Inner pages are flexible to allow departments to have dedicated pages with a cohesive feel across all pages. Social media feeds from Instagram, Flickr, Facebook, Twitter, and YouTube all on the homepage! St. Petersburg also uses the Revize API to develop their own templates. This website is an elite representation of the power and beauty of the Revize process.

City of Des Moines, Iowa

www.dsm.city



Details:

The City of Des Moines, Iowa came to Revize for a website that was completely different. Coming from an internally developed site, they wanted to work with a vendor that could lead them to a new way of interacting with their users. Page layouts were created to allow unique interaction with the City. This included board listings, Q&As, interactive park directories, plain language, and a resident focused navigation. We also incorporated some of their internal databases and features that had been built internally. This site improves the online experience for residents, business owners, and visitors!

City of Largo, Florida

www.largo.com

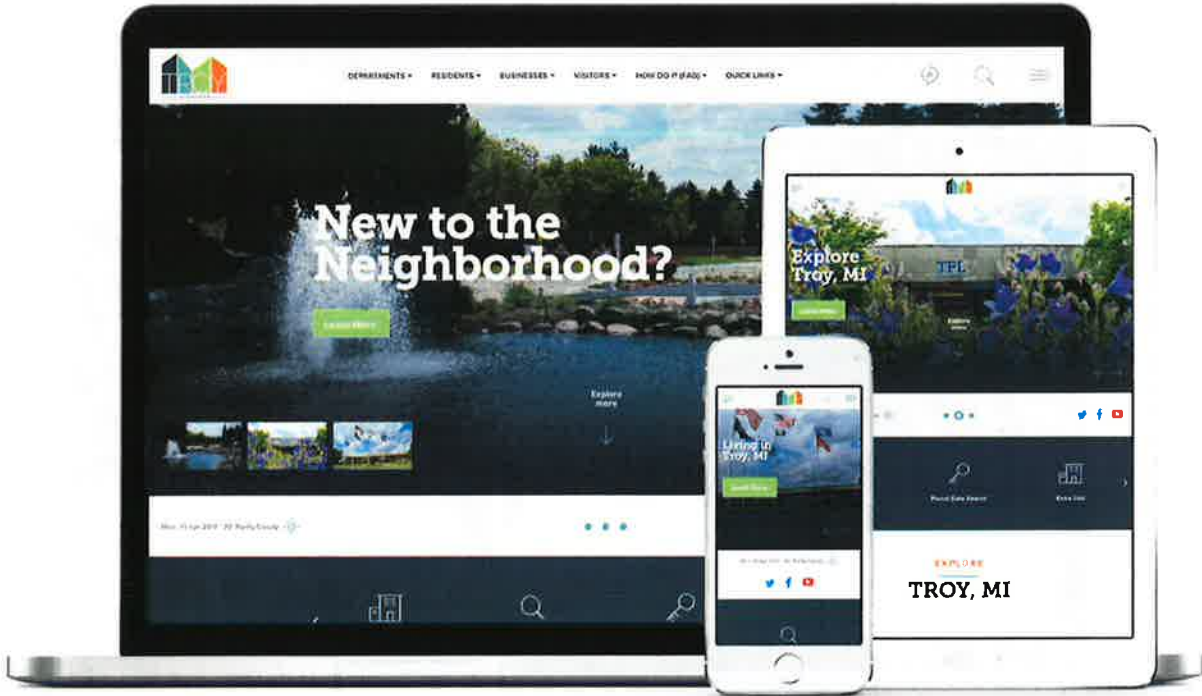


Details:

Largo, Florida wanted a website like no other. Through a collaboration between the city marketing team and Revize, we were able to create this award winning website. Each page in this website was designed to uniquely fit the needs of the community. We also built unique designs for the city parks, library, and theater. The navigation within this site is built based on services rather than department silos. Overall this website brings together an amazing mix of design expertise and functional clarity to create a great user experience!

The City of Troy, Michigan

www.troymi.gov



Details:

The City of Troy wanted a website to increase ease of communication to all of their audiences. In addition, the city has been experiencing an economic resurgence particularly in the technology sector. In fact, Revize headquarters are in the City of Troy! This project included custom designs for The City, Library, and Recreation Department. Integration with the City's existing 3rd party software was a major linchpin of this project. Included is a live-searchable "How Do I" section that narrows down results as the user is typing. This allows any user to easily find what they are looking for regardless of which department it exists under.

Government Account References

Client: City of Wylie, TX

Craig Kelly, Public Information Officer

Office: (972) 516-6016

Email: craig.kelly@wylietexas.gov

Website: www.ci.wylie.tx.us

Client: City of Olympia, WA

Joshua Linn, Website Administrator

Office: (360) 570-3782

Email: JLinn@ci.olympia.wa.us

Website: www.olympiawa.gov

Client: City of Arcadia, CA

Michael Bruckner, Assistant to the City Manager

Office: (626) 574-5433

Email: mbruckner@ArcadiaCA.gov

Website: www.arcadiaca.gov

Client: Tipton County, TN

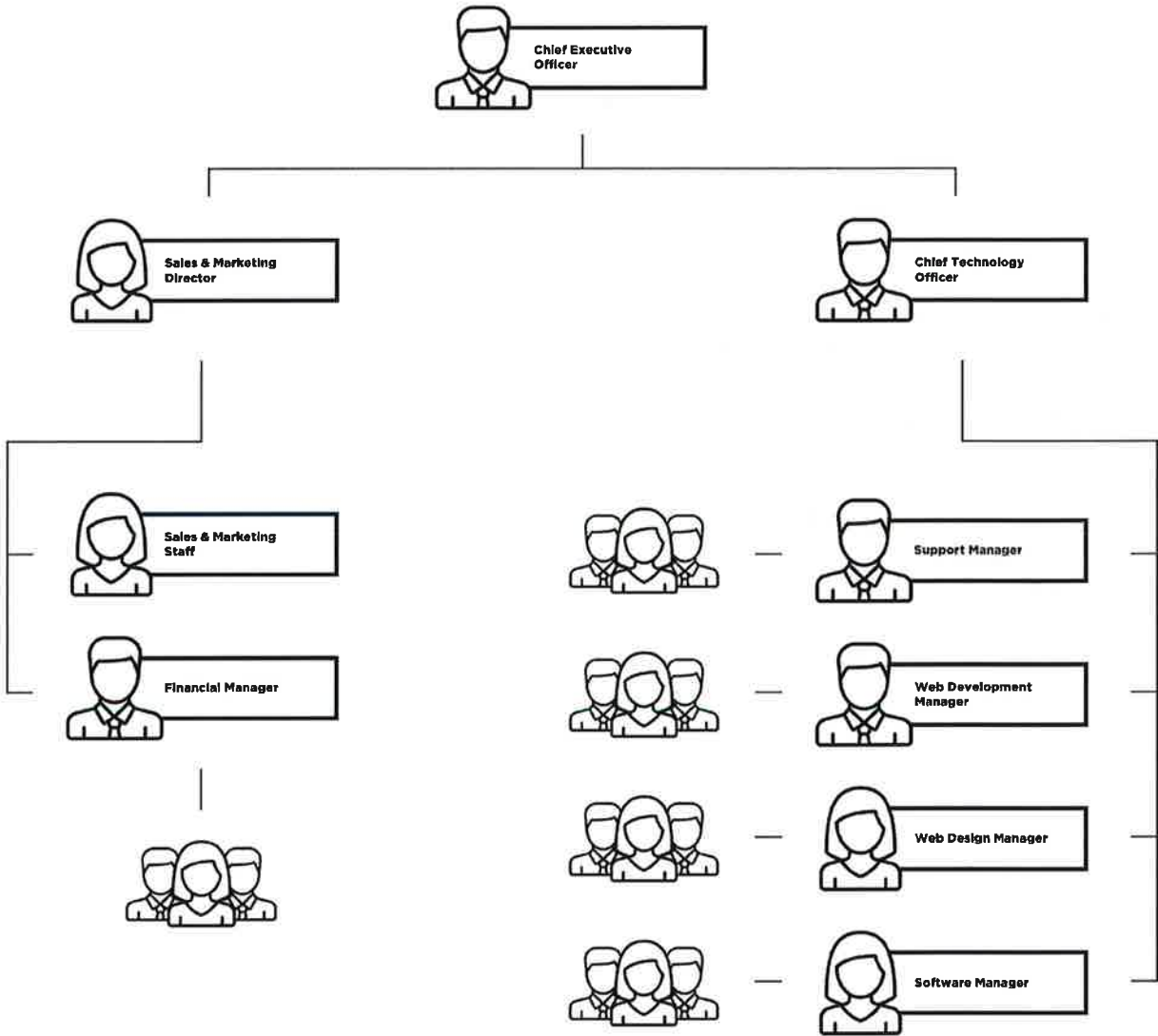
Shawn Anderson, GIS Director

Phone: (901) 476-0234

Email: sanderson@tiptonco.com

Website: www.tiptonco.com

Revize Organization Chart



Why Choose Revize?

We Have Government Specific Experience and Outstanding Client Testimonials

You can rely on Revize and our 20 years of experience building and maintaining websites for municipal, county and government agencies of all sizes throughout North America, to deliver a customized site design that improves layout, navigation, usability and content. Using Revize ensures that your website will be reliable, W3C and ADA compliant, and allow for easy integration with existing or future web applications and third-party software. But there's no need to take our word for it -- we encourage you to peruse our massive file of testimonials from our many satisfied clients.

We Will Build a Government Communication Center that Works for Your Community!

The Revize website design, Government CMS and interactive tool sets have been developed exclusively for our government clients to help them effectively communicate with their key target audiences such as residents, businesses and visitors. Some of our most popular website and Government applications and modules include: a new and improved Online Calendar, the comprehensive Forms Center, our News Center with real-time social media connectivity, Emergency Alerts, E-Notifications, Citizen Request Tracker, Parks & Shelter Reservations System, Document Center, and Online Payment Portal.

“We Build Superior Technology
into Every Website with CMS
Performance & Reliability That’s
Second to None.”

What sets Revize apart from other companies? Revize's superior technical architecture, unsurpassed staff expertise and highly effective publishing engine provide our government clients with the most reliable website solutions in the industry today. By ensuring our client's data security and providing redundant server architecture and back-up data centers, Revize has a nearly 100% up-time rate. Plus, our clients never have to worry about data loss or data corruption because of our instantaneous back-up process and our data center's tape back-up processes. Revize believes that investing a higher percentage of our profits into our technology and security makes us the best choice for the short and long term for governments seeking the best value for their community's website.

**“We Always Provide Knowledgeable,
Friendly and Responsive Service!”**

All this, and a reliable IT partner too! Our website development is superior, and our Government CMS and suite of online apps is easy to learn and administer, but our 24/7 technical support will also be there for you to help you get over the hurdles! Our technical support team is widely considered to be among the industry's best. We also provide a sophisticated backup infrastructure which allows us to guarantee 99.99 percent uptime. Plus regular updates and improvements to ensure that your site will remain current with industry standards and keep running smoothly for years to come. The Client Owns the CMS License and the Code!

We often hear the question: “What happens if we want to move the website to another vendor? Do we lose all access or any of our website data?” The answer is 100% NO! As our client, you own the template source code, the CMS, and any data that you put onto the website. We understand that clients may come and they go, but we always make sure they know they are just as important to us at the end of our tenure as they were at the beginning. If you decide to run the CMS in your own server, we can transfer the CMS license and software to your server as you own the license and you can run it from your server as long as you want.

Top Reasons Why Revize gives you the Greatest Value!

- Modern, timeless and unique website design integrated with online Government apps
- On-time delivery
- Competitive pricing
- Responsible stewardship of the organization's stakeholders
- Full functionality to update and manage your website
- All the tools/apps needed to increase communications with citizens
- An easy CMS to train employees quickly
- Extended phone and email support
- Unlimited Upgrades: Revize provides unlimited upgrades to new and existing modules at no additional cost to you. Once you invest in Revize, you will receive free upgrades and feature enhancements for life.



“The Revize responsive website design is second to none for us providing an excellent experience for the growing number of residents, visitors and businesses accessing WylieTexas.gov on mobile devices. Our website’s progressive look captures the vibrant culture of our community.

— Craig Kelly, Public Information Officer, City of Wylie, TX

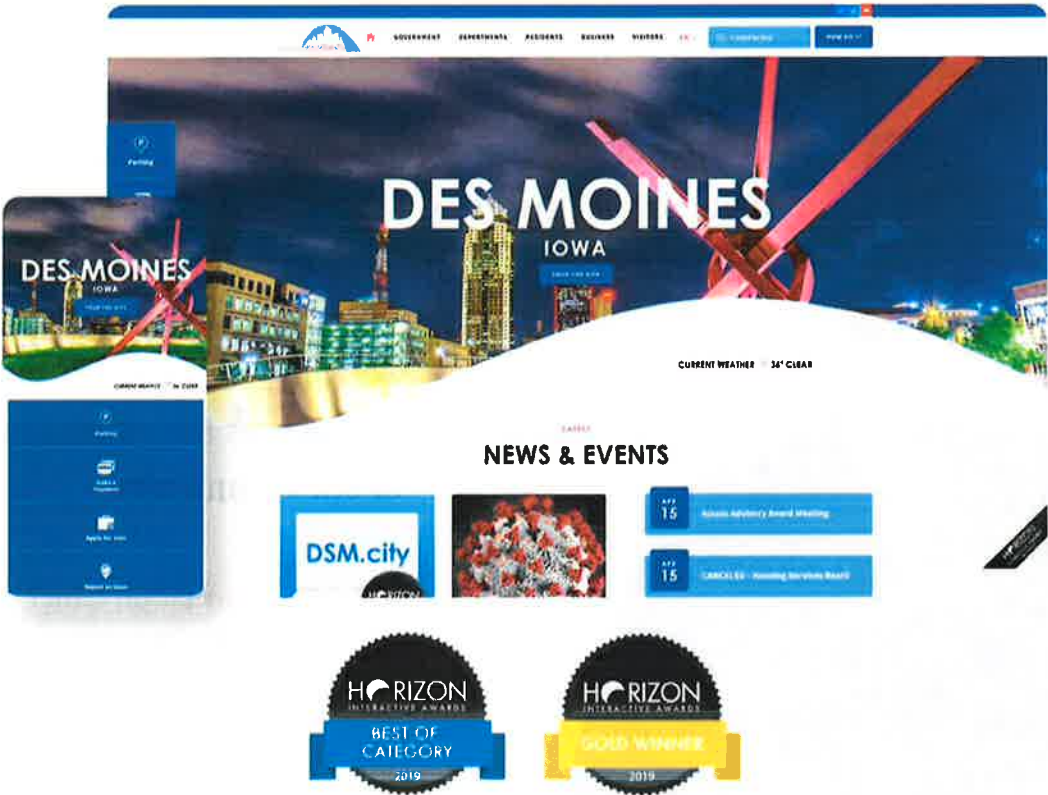
Did you know?

Revize CMS is one of the most advanced CMS in the government web design industry with over 15 years of development.

Awards & Accolades

“The project was a collaboration between Revize, who understood our vision and had the technical expertise to make it happen”

- MaryLee Woods, Deputy Chief Information Officer for the City



The Revize Solution

Project Planning and Setup

What makes Revize unique in its project approach and experience is our thorough preparation for each individual community combined with the range of website deployments and creative, customized fit we implement for each client. From small to large, rural to urban, the Revize project management process guarantees a perfect fit between the concept of the deployment and the expectations of the client's level of engagement preferences.

We don't use a "one size fits all" approach because it doesn't make sense.

However we do use a standard, proven effective process methodology. Each client is unique and we tailor our process to fit their unique needs. For as long as you are our client you will have staff dedicated to your account and access to an on-line portal for communication, design process and on-going support.

Dedicated Accounts Manager: Your dedicated Account Manager will handle all issues related to your contract, pricing, future product add-ons, and general account satisfaction. During the initial kick-off meeting, your Account Manager will introduce you to the team, explain roles and responsibilities, and place you in the very capable hands of your Dedicated Project Manager and Designer.

Dedicated Project Manager: Your dedicated Project Manager will handle all issues related to the website design, development, navigation, content, training, timelines and deliverables, as well as ensuring that feedback and communication occurs promptly in order to keep the project on-track. Also, the dedicated project manager will be the point of contact for any future technical support or issues that need to be addressed during the deployment and post deployment of the site.

24/7/365 Project Portal Access: From day one, your project and on-going support is tracked in the Revize On-line Project Portal. The main point of contact you select for the project will receive an invitation to register, including setting up a secure user name and password. The Project Portal serves as a communication tool for any matter pertaining to your website design, development and on-going support even after your website is launched.

“We guarantee the best support in the industry that’s 24/7 365 by the trained developers & technicians”



Did you know?

Revize will provide a project portal that allows you to check in on the status of your project at any time!

Timeline

Phase	Duration
Phase 1: Initial Meeting, Communication Strategy, SOW	3 Weeks
Phase 2: Discovery & Design	5 Weeks
Phase 3: HTML Template Development	3 Weeks
Phase 4: CMS Integration & Module Setup	4 Weeks
Phase 5: Custom Development & Quality Assurance Testing (Ongoing)	2 Weeks (Overlaps with Remaining Phases)
Phase 6: Sitemap Development / Content Migration	2-4 Weeks
Phase 7: Content Editor and Web Administrator Training on your new website, final content changes and Go Live preparation	2 Weeks
Phase 8: Go Live	1 Week
Go-Live (Average)	16-21 Weeks



Did you know?

The project planning process is designed to fit your needs. We will adapt our timeline if your schedule requires.

3.12 Proposed Approach

Phase 1: Initial Meeting, Communication Strategy, SOW

Your Revize Account Manager will set up the initial internal project planning meeting where we will talk about the overall management of your project, establish a timeline, and devise a Revize-Client Communication Strategy that will keep everyone engaged and up-to-date on the progress of the project. We will also discuss specific technical requirements of the project and determine the phases through which those requirements will be addressed. In addition, Revize will address the content strategy of the new site, any new content that needs to be written and how to fit the existing content into the new site. Additionally, as an optional item, Revize will discuss the process of conducting online surveys to gather feedback from your constituents for the new website layout and requirements. After this meeting, Revize will develop a Statement of Work and provide it to the client for review and approval.

Prior to the design kick-off meeting, you will receive our questionnaire to complete with various answers that will help our designers gather information regarding your needs and preferences. Our team will also brainstorm ideas and suggestions with you during the meeting.

The questionnaire addresses various issues such as:

- As a result of a new website design and navigation, what are the main improvements you hope to achieve?
- What are some key points and areas you may want featured on the Home Page?
- Do you need help with logo design? Image? Marketing & branding?
- What key modules do you want featured in your web site, like Document Center, Report a Request, News & Events, Events Calendar etc.
- Do you need social media features need to be highlighted in the new site? etc..

Phase 2: Discovery & Design

If there is client approval, we will collect feedback from the residents on the new design layout by setting up an online survey with a set of standard questions. The survey questions need to be approved by the client prior to our adding a link from your current website. This link can also be distributed through other channels like email, newsletter or any other form of communications you might be using to stay in touch with your residents. Usually there is a 1- to 2-week survey period.

Once survey results have been tabulated and your needs have been determined, you and your Revize team will participate in a Design Kick-Off Meeting. A senior designer and team will conduct an in-depth interview, and brainstorm ideas with you about your vision for the look and feel of your custom website. Our efforts on this project will extend far beyond placement of provided information within a stunning design. It's about uncovering how your audience wants to be informed, and applying our 20+ years of web design and development expertise to create the most effective ways of displaying that information and getting users to access and use your website. We always strive for nothing less than an award winning design!

Revize Design Principles

The Revize Web Application Developers are not only responsible for the look, functionality, and performance of your website. They are also responsible for the security of the web content and web-based applications they create. They ensure that the code supports secure authentication and authorization, and provides access control mechanisms as required.

Good design principles are always based on readability, taking into consideration appropriate font type and size for headlines and text area, as well as line height – ensuring all page elements are balanced. Our designers also pay meticulous attention to their use of shadows and gradients. To the layman's eye there may not appear to be a shadow, however on the website the font will appear sharper (or maybe softer depending on the amount of shadow used).

Of course color cannot be overlooked. Our designers first take the client's preferences, official logo colors, and pictures into consideration to create a color scheme consisting of no more than three colors. We then use variants and hues to create visual appeal, contrast, eye-catching allure and invoke the overall feeling that the client desires.

Last but not least is effective use of page elements such as call to action buttons, social sharing icons, email newsletter sign-up, and promotion areas. The ultimate goal is to provide an easy to navigate webpage that is informative without being overwhelming. Therefore, it is the designer's job to guide the client in making appropriate placement choices for needed items.

Revize Design Trends

There are some exciting new design trends, and Revize is always on the cutting edge, implementing the best of these innovations in our websites. We are especially pleased at how effectively they are proving to be in increasing engagement in government websites.

#1 Responsive Web Design - The most important development in website design in years, Responsive Web Design (RWD) automatically conforms and optimizes websites for any screen size. With the substantial increase in smartphone and tablet users today, people are going online using a vast number of devices with wildly different screen sizes. Our websites offer this very important feature of easily and cleanly conforming to computer, tablet and mobile device screens.

#2 Liquified Content - This is another important trend that address the fact that information is no longer static or concrete. Instead, content is specifically customized for each unique user. Liquidity of content enhances the immediacy and flexibility of content. The more liquid your community's content, the easier it is for residents and businesses to access this information in ways and via the channels of their choice: fixed or mobile, interactive and live. Revize is able to effectively make your content liquid. This will make it adaptable to various situations and, therefore, easy to reuse in different contexts distributed for a variety of display formats and communication channels.

#3 Image Tiles - This is a trend that enables developers to display content in a pin board style of display. Revize now offers this feature, which creates a very visually appealing display of content, such as pictures or social streams. Image tiles also help promote engagement by encouraging site visitors to comment or reply to items from directly within the image tile. This is an especially useful option for web pages promoting tourism.

#4 Parallax Scrolling - This is a highly advanced, innovative design technique for sophisticated websites. Parallax Scrolling allows Revize to build websites in multiple layers, with content that moves across the screen at different speeds as visitors scroll. This unique design technique is very visually engaging and can help improve time-on-site metrics.

#5 Innovative Typography - This plays a very important role in website design, image and branding, and is especially important for maximizing the look and feel of the website when accessing it from mobile devices. Our designers are experts in effective typography and take many factors into consideration when selecting the type of fonts, font sizes, and colors to be used for a website.

#6 Social Feeds - With the proven ability to strengthen and deepen interpersonal connections, social networks present a wonderful opportunity for government organizations to increase community engagement and make governments more accessible to the people they serve. One method already mentioned for improving social activity is using pin boards; another is creating a social area or social wall that combines activity from multiple social networks, like Facebook, LinkedIn, YouTube and Pinterest. Revize offers a comprehensive line of popular social media applications and networking.

“Over the past 20 years, Revize has mastered the art of designing government websites.”

Key Phase Objectives & Deliverables:

The following steps are followed while designing new sites

- **Establish Needs and Creative Direction:** Understand your objectives and requirements, and provide recommendations for effective online branding pertinent to your requirements, existing branding and your web audience's needs. The Revize designer will also conduct his own research in order to capture the character and “feel” of your area, which will inspire ideas for the overall

design direction of the website.

- **Main Menu Navigation & Home Page Wireframes:** Work with you to establish a main-level navigational architecture and identify key items accessible from your home page. This establishes a baseline for the navigational structure, as well as the preferred content structure (wireframe*) for the home page.
- **Page Layout and module placement:** We will follow all the best practices to layout the different features and modules so that they can be easily accessed by your residents. For example, on the home page there will be sliding picture gallery and quick link buttons for Notify Me, Report a Concern, Document Center, FAQs etc. Also the news and announcements module and events calendar would be integrated into the website, along with the Social Media Center.

Please Note: The home page "wireframe" will simply serve as a realistic guideline in terms of content placement, but will not include the final text nor final imagery for this phase. Please see a sample wireframe to concept development snapshot in the next page.



Did you know?

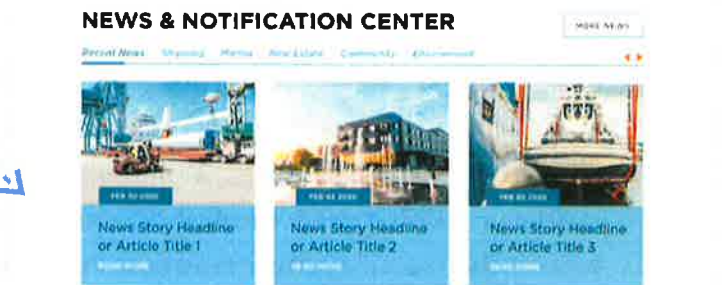
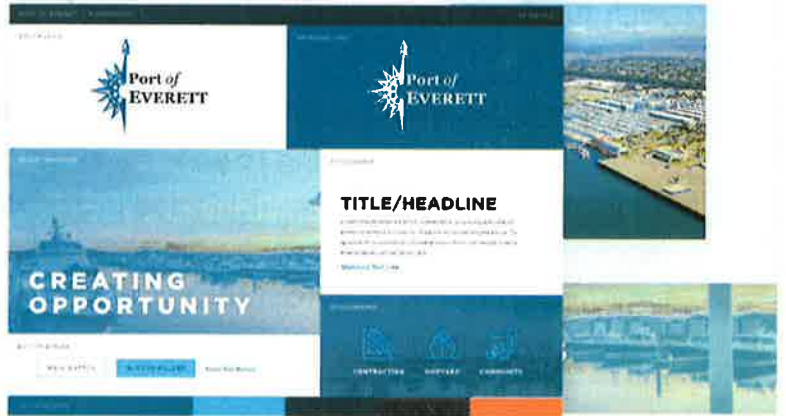
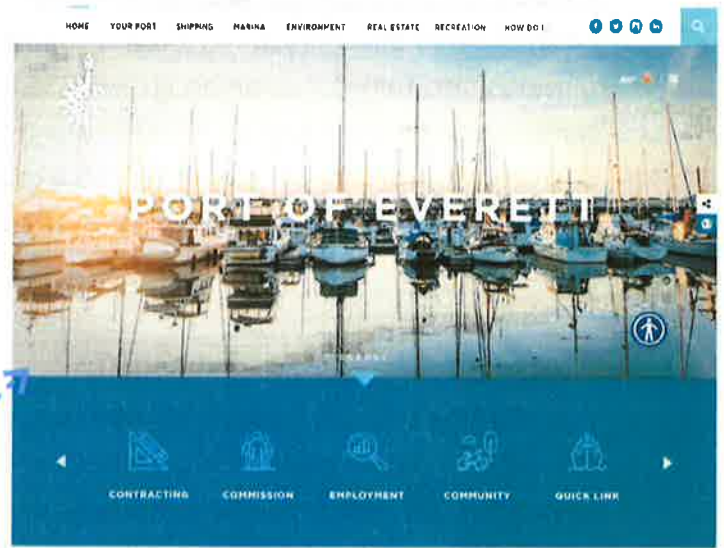
Revize will provide a 100% from scratch design with a satisfaction guarantee!

Wire Frame to Concept

- **Design Deliverable:** The design concepts for this phase will be based on one or possibly two home page layouts. The client will review and provide design feedback to the designer for changes. Revize asks that clients have no more than three iterations of changes up to the point that the final concept is approved.

- **Final Home Page Sign Off:** When all changes have been made, Revize will present your final home page design and layout for approval. Customer approval is required to proceed to the next phase, the inner pages of the website, and the process repeats itself before the actual HTML & CSS is written.

- **Final Inner Page Sign Off:** When all changes have been made, Revize will present your final inner page designs and layouts for approval. Customer approval is required to proceed to the next phase, when the actual HTML & CSS is written.



Phase 3: Template Development, CMS Integration

First, the Revize development team will transform the approved designs from mere pictures into fully-functioning HTML/CSS and Revize Smart Tag enabled web page templates using the Revize Dreamweaver Extension. The Revize Smart Tags are fully customizable and allow customers to expand functionality as needed. To maximize this extensibility, the full Revize Java API is provided to clients with our Advanced Training Program.

Phase 4: CMS Modules Setup

In this phase, all of the features and modules the client has requested will be set up, e.g. calendar, document center, picture galleries, alert center, e-Notify, etc. are all brought to life and made functional while also being tested in the Revize CMS. Revize enhances current modules and adds new modules continuously, and you will receive all future updates to modules at no additional cost.

Phase 5: Custom Functionality Development & QA Testing

In this phase and according to your specifications, custom functionality of existing CMS modules, database scripting and programming, as well as any custom application development will be executed. The Revize development team will be interfacing directly with your technical staff to obtain information and test information exchange and application functionality.

This phase may overlap phases 2 - 4.

In our testing phase, we ensure that your website meets functionality, performance and security standards. Our QA team uses mock data to test navigation and interfaces of the templates, along with any custom developed applications or modules. Additionally, through a series of tests, we perform input validation to ensure that security mechanisms cannot be bypassed if anybody tampers with data he or she sends to the application, including HTTP requests, headers, query strings, cookies, and form fields. We also ensure that when errors do occur, they are processed in a secure manner to reduce or eliminate exposure of sensitive implementation information.

Phase 6: Content Development / Content Migration

Revize will develop all of the pages for your site to make the initial content available upon site deployment. Our content development and migration experts use the latest standard formatting practices to develop the navigation and create the most effective content possible for your website. This includes spelling and style corrections into the new website.

There are no limits to the number of pages you can create after you have gone through training.

Revize will implement an effective website architecture with the latest technology and usability trends so your website visitors can find information in an instant. We will also assess your current website content and incorporate what you currently have with additional content to maximize interest and excitement for your readers. Our content experts are educated in proper writing and terminology, and will use correct grammar, spelling and punctuation.

Our web designers use creative typography which makes the website more visually appealing and also plays a role in defining the hierarchy of content to be placed on the web page. Variations in size and color are used, as well as strategic placement on the page to highlight certain site areas so the visitors can easily navigate the site. Effective typography also ensures that your website will look good on desktop, laptop, mobile and tablet devices.

Phase 7: Training Your Staff (in-person or web based training)

Once your website is ready for you to begin editing, you will be able to easily revise your content as often as needed. Revize will train you on how to operate the Administrative and Content Editor functions so you can manage your website. We typically provide this training on-site; however, we can also provide on-line training for your staff if you prefer. For your convenience, training materials can be downloaded from the Revize website. After training, our friendly and responsive support staff is always here to answer questions and provide training refreshers as needed.

Standard Training Agendas

Basic Administrator Training (How to)

- Sign-in
- Create users
- Assign roles
- Set page level permissions
- Set section level permissions
- Configure and set up workflow approval process

Content Editor Training (How to)

- Sign-in
- Edit page content
- Copy/paste content or add new
- Create a file link
- Create a link to another web page or external web site
- Create a new page and link to it
- Insert/update a picture
- Insert/update a table
- Spell check
- Save and Save as Draft
- History of the page content (content archive)
- Create a survey form or any other type of online web form
- Create navigation pages (top/left menus)
- Create new calendar and create/edit calendar events
- Edit metadata

Advanced Administrator Training (How to)

- Run back-end reports
- Run Google Analytics reports

Training on use of specific Modules included, such as

- Emergency Notification Center
- Public Service Request App
- Web Calendar
- E-Notify
- Quick Links
- Document Center
- Form Center
- News Center

Revize Government Websites Proposal

- Frequently Asked Questions
- Request Center
- Bid Posting Center
- Job Posting Application
- RSS
- And more....

Revize Maintenance Covers

- 4 CMS upgrades per year
- Software and modules upgrades (Automatic Install)
- Server Hardware & OS upgrades
- Immediate bug fixes/patches
- Round the clock server monitoring
- Data Center network upgrades
- Security and antivirus software upgrades
- Firewall and router upgrades
- Bandwidth and network infrastructure upgrades
- Remote backup of all website assets
- Tape backup of all website assets
- Quarterly newsletters on major feature updates
- Regular Webinars on CMS features and usage



Did you know?

Revize has launched hundreds of municipal and county websites large and small!

Phase 8: Final Phase: You Go Live!

At last, your website content is complete and your staff is sufficiently trained! The final phase in the process is to redirect your website domain name from your old site to your beautiful new one. Once this is completed, Revize will closely monitor the transfer for the first 24 hours to ensure that everything is working properly. Any issues that arise will be immediately resolved.

Marketing & Ongoing Consultation

Revize seizes on every effort to make our clients' sites highly visible. We draft press releases for posting on our website and for distribution locally, and will continuously monitor your site after it goes live so that you can take advantage of all marketing opportunities. We also look to submit your site for different awards and recognition competitions to further maximize your site's exposure.

Search Engine Registration and Marketing

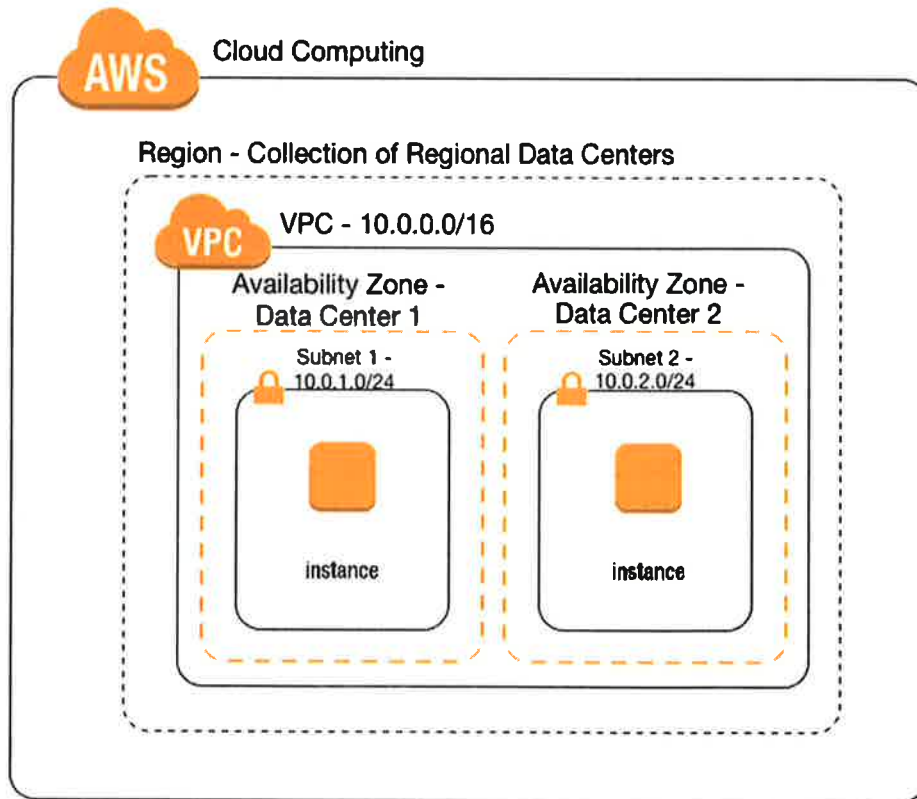
Revize will input all the targeted keywords to make your web pages search engine friendly, thus enabling users to find targeted information when they do a Google, Yahoo or any other search on your site.

Revize Cloud Hosting, Disaster Recovery, & Security

Resilient Hosting:

Revize uses Amazon Web Services (AWS) Hosting Infrastructure that is offered in multiple *Regions* in the United States and around the World. Each Region is a separate geographic area completely isolated one from another. AWS Regions are connected to multiple Internet Service Providers (ISPs) and to a private global network backbone to offer lower cost and more consistent cross-region network latency when compared with the public internet

A region has multiple, isolated locations known as *Availability Zones (AZ)*. Availability Zones are inter-connected through low-latency links. A Virtual Private Center (VPC) spans across multiple availability zones.



Revize Web Sites are hosted on a Virtual Machine running Windows Server operating system with Internet Information Service (IIS) as a Web Server. Virtual Machine is an EC2 instance in AWS terms is hosted inside a VPC in an availability zone of a pre-

selected region. A number of EC2 are provisioned in multiple locations across the United States inside a Virtual Private Center isolated from the Internet and the rest of Amazon Web Services infrastructure to offer faster access to the end-users and to minimize the impact of an outage, whether of a specific EC2 instance, an availability zone or an entire AWS region.

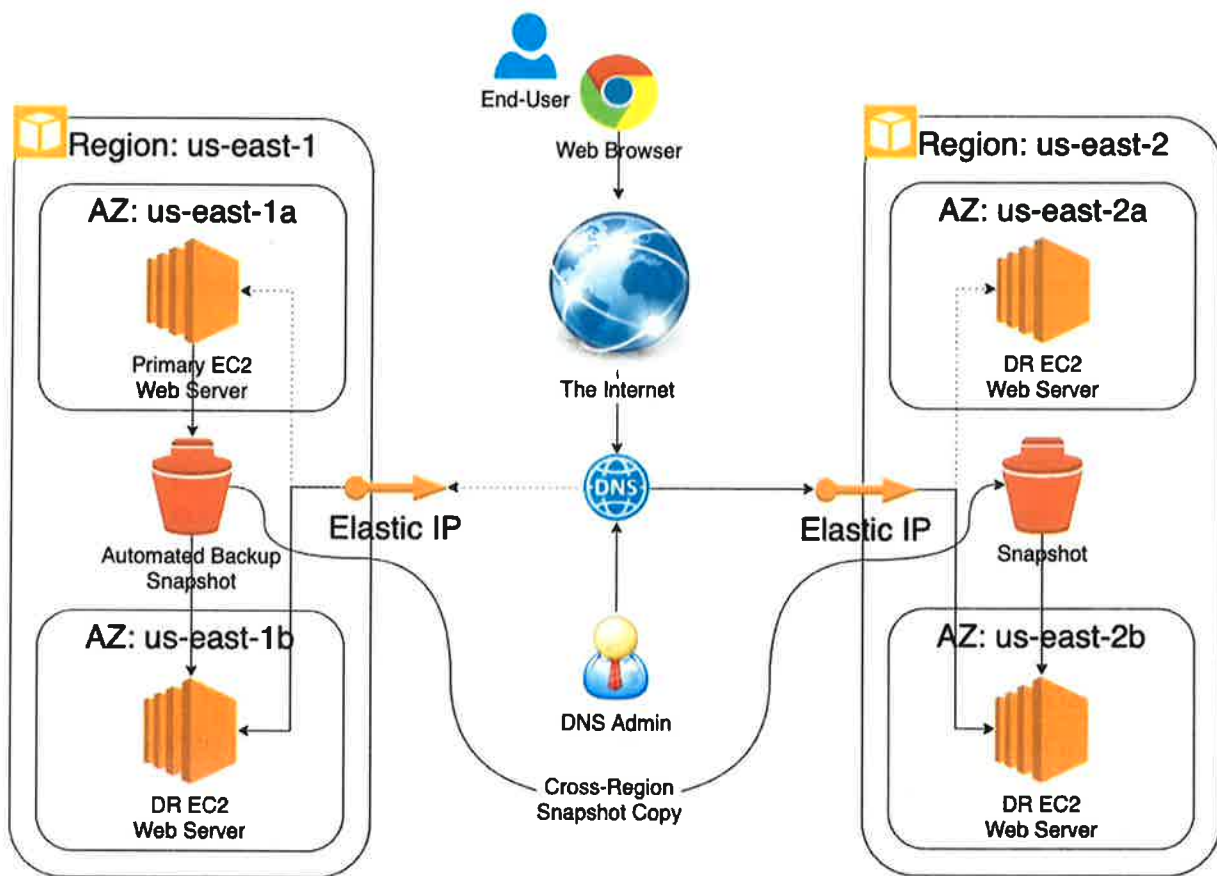
Disaster Recovery:

Windows Web Server virtual disk or EC2 Elastic Block Storage (EBS) is backed up on every night at 10 PM EST. Additionally, the snapshots or virtual disk backups are subsequently automatically copied between regions to enable cross-region recovery capabilities.

Should a Web Site hosted by Revize and monitored in automated fashion become unavailable, another EC2 instance can be restarted. When that proves insufficient EC2 instance will be reprovisioned in the same availability zone, a different availability zone, or, in a different region using the latest snapshot in the matter of a couple of minutes.

The incoming request, from the Internet traffic, is bound to a static IP address or Elastic IP in AWS terms that leverages NAT to forward traffic to a running EC2 instance private IP address. In the case of an EC2 instance re-provisioned in the same region, whether in the same or a different availability zone, Elastic IP is re-assigned to the new EC2 instance.

Elastic IP is represented to the public internet using CName or A-Host domain name services entry. In case of an EC2 instance or an availability zone failure, no adjustment to domain name service is required. In the case of a regional, wide-spread AWS outage, an EC2 instance is reprovisioned in a different region, re-using the latest snapshot preserving the content as of the last automated backup. However, an Elastic IP is specific to the region and, therefore a change to CName or A-Host configuration is required to point to the disaster recovery regional Elastic IP.



Revize Disaster Recovery Infrastructure Diagram. AZ stands for Availability Zones

Security

Revize takes website security very seriously and we provide our clients with the very best website protection protocols. Our data centers are located on secure premises equipped with card-reader access, security cameras and guards on duty 24/7 to ensure the physical protection from unauthorized entry.

Revize/AWS complies with SOC 1/ISAE 3402, SOC 2, SOC 3, FISMA, DIACAP, and FedRAMP, PCI DSS Level 1, ISO 9001, ISO 27001, ISO 27017, ISO 27018 and other programs. Revize is responsible for securing the content, access to the content on the web server, to snapshots, configurations and infrastructure as a whole.

Our web and network administrators monitor network activity 24-hours-a-day to ensure system integrity and protection against threats such as Denial of Service (DoS) attacks that could corrupt your website or block user access. Maintaining the secure configuration of our web servers is managed through application of appropriate patches and upgrades, security testing, vulnerability scans, monitoring of logs, and backups of data and OS.

Security Controls, SSL, and Active Directory (LDAP)

- Anti-malware software such as antivirus software, anti-spyware software, and rootkit detectors
- Shield Plus Security Bundle to prevent DDoS attacks
- Intrusion detection and prevention software (such as file integrity checking software)
- Host-based firewalls to protect CMS servers from unauthorized access
- Patch management software
- Security and Authentication Gateways
- Content filters, which can monitor traffic to and from the web server for potentially sensitive or inappropriate data and take action as necessary
- HTTPS (Hypertext Transfer Protocol over SSL), which provides encryption and decryption for user page requests that require more secure online transactions
- SSL (Secure Socket Layer) provides an encrypted end-to-end data path between a client and a server regardless of platform or OS
- If you have an existing SSL Certificate we can transfer it to the new website. Otherwise, if included, we will install a new SSL Certificate upon go live.
- Active Directory (LDAP) is compatible with the Revize CMS. It can be set up in a variety of configurations. As part of the process we will work with you to determine which configuration will best meet your needs.

Application Security Authentication

- Role-Based Security: Role-based authentication to add individual user accounts and assign them system roles like Editor, Developer, Administrator, Workflow Approvers, etc., or department roles and empower the department to assign specific roles to users.
- Permission-Based Security: Ability to set up Content Owners/Editors and restrict which site pages they are authorized to update
 - Global & Department Workflow Management: Create workflow management and approval processes where authorized department personnel become approvers



Did you know?

Revize will host your website and CMS in at least two completely separate geographic locations!

Maximum Response Times

- 1 hour for crisis issues
- 4-6 hours for critical issues
- 24 hours for normal issues

Revize Support

- 8 a.m. – 8 p.m. EST Phone Support (Monday thru Friday)
- 24X7X365 Portal & Email Support
- Dedicated support staff to provide assistance and answer all questions
- New and existing user training
- Training refreshers
- Video tutorials and online training manual
- Automatic integration of enhancements
- E-Newsletter module support
- Automatic upgrades of CMS Modules such as Calendar, Document Center, etc...

Software Maintenance

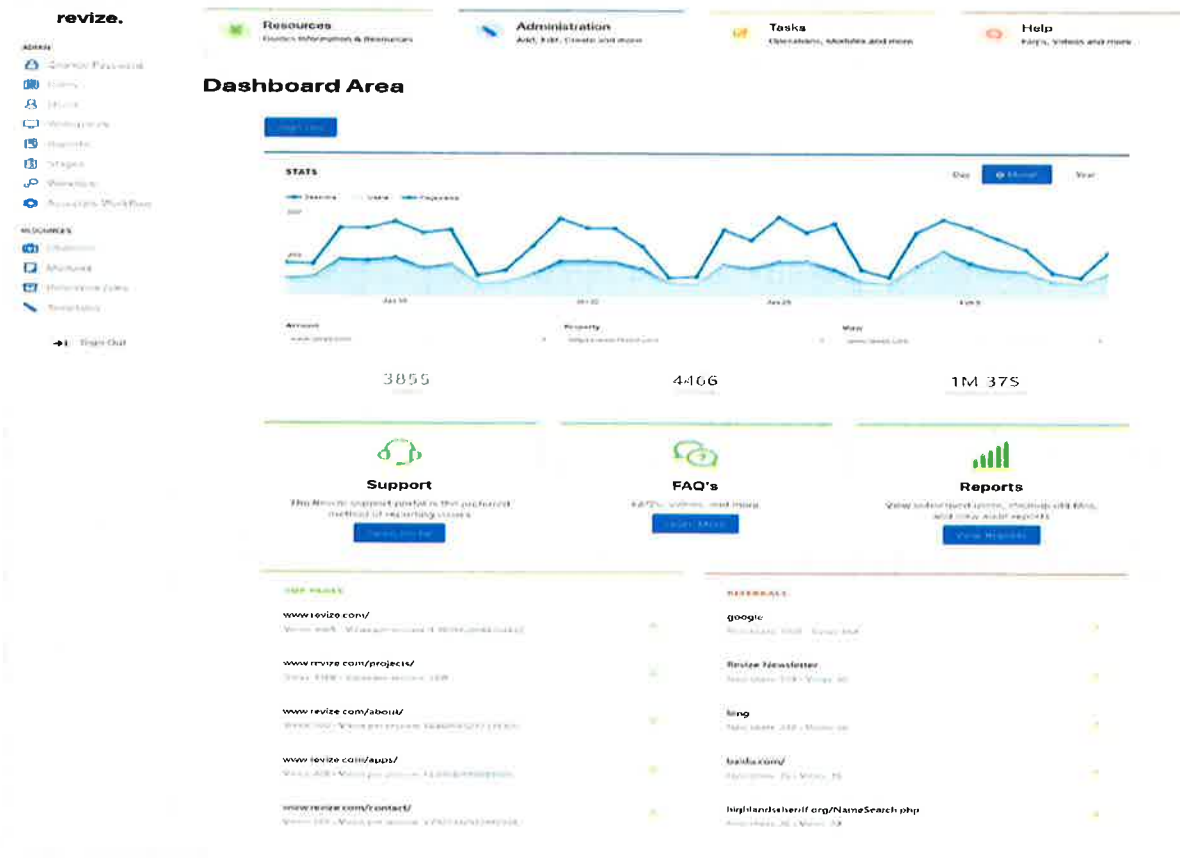
Revize rolls out two new versions of the Revize CMS, and six to eight product updates every year. The Revize CMS is continuously enhanced to keep pace with cutting edge technologies and industry trends. When a software update or new version is rolled out, Revize will automatically update all servers used by our subscription service clients.

“As a Revize client, you will receive full access to all enhancements to the core components and modules in the Revize CMS at no additional charge.”



Revize Website Analytics

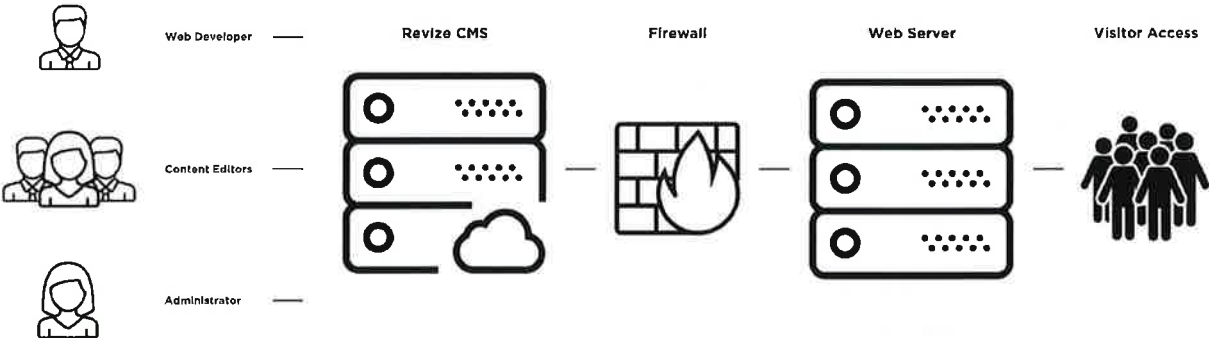
Revize has Custom APIs for Google Web Analytics that is integrated in each of our client's websites. Analytics makes it easy to understand how your site and app users are engaging with your content, so you know what's working and what's not. Revize CMS dashboard for Analytics provides an overall picture of how residents are interacting with your site, which pages/documents are being viewed most, how much traffic you are getting in your site across different geographic regions etc. You can filter and download all sorts of analytics reports for your IT Team and Management to analyze the data and effectiveness of your website content and services offered. Below is a graphical view of our analytics dashboard interface, the data shown is for our own website but this will be replaced by your site data when it's integrated.



Revize Technology Architecture

The Revize Government CMS is a standards-based, open architecture software product without any proprietary restrictions. Revize uses leading technologies to avoid integration problems with existing systems and comes complete with its own Integrated Publishing Engine, Embedded Relational DB, JSP/Servlet Engine, and Application Server.

Revize Intelligent Publishing WCM



“Security, Performance,
Redundancy”



Revize Project Team

Revize understands the importance of having a talented and experienced staff. We are proud of our well-respected team of top notch experts in the field of government website design, development, analysis, content management, training and support. From the first creative concepts through to the design phases, and from site launch to training of personnel and continued support of your website project, we have the right group of seasoned professionals to work with you through the website process and beyond. We are pleased to introduce them:

Thomas Jean

Project Manager

As a project manager, Thomas has managed many award-winning website projects for our clients, including Des Moines, IA - Arcadia, CA - Largo, FL - Oswego County, NY - Kentwood, MI! Thomas has brought to Revize a very special skill set. Not only does he manage some of our highest priority projects, he is also a genuine subject matter expert when it comes to the inner workings of government. As an elected Township Trustee in a Michigan Township, he knows the advantages that come with modernizing the way government does business. With his unique background and education from one of the nation's top universities, Thomas has managed nearly Thomas is uniquely experienced to give an honest and accurate assessment of your community's website needs.

- **Philosophy:** Learn as much as possible about our clients and use that knowledge to help build an amazing website.
- **Education:** BA degree in Political Science from University of Michigan;
- **Expertise:** Government procedure, special projects, public affairs, community development.
- **Role on your website project:** Project Manager

Joseph J Nagrant

Business Development Director

Joseph is an accomplished professional internet and website design consultant with more than 20 years of successful business development and account management leadership experience. He has worked with well over 400 townships, cities, counties, educational institutions, companies, and non-profit organizations. He's a foremost expert in translating technical solutions into compelling living websites and other online community building opportunities. Additionally, he is a board member for Mott Community College (Flint, MI) MTEC Center, IT Advisory Council, Education Advisory Group. He also participates in many government discussions regarding the Internet for government use, including being a frequent guest on WDET (NPR) public radio and in The Detroit News. He has an excellent reputation for building and sustaining effective, long lasting client relationships.

- **Philosophy:** "Put yourself in the client's shoes and do what is best for them."
- **Education:** BS in Electrical Engineering, Lawrence Tech University, MS in Business, Central Michigan University.
- **Expertise:** 29+ years of project, sales and marketing experience with government, education, corporate, and non-profit organizations.
- **Role on your website project:** Supervisor of account management between client and project team.

Ray Akshaya

Technical Director

Ray has 20+ years of extensive technical experience with internet and website solutions. He has worked on hundreds of government, non-profit and educational websites and has a keen eye for web visitor requirements, information architecture, and usability. He is also a long-time veteran of Revize Software Systems and our clients enjoy working with him. In his career, he has deployed and/or assisted with technical solutions for more than 500 websites. When working on a project, Ray always visualizes himself in the client's chair at the closing stages of the project and makes sure that all decisions made on a project are in alignment with the client's vision and best practices for developing the system.

- **Philosophy:** "Work Hard, Help People and Live Honest."
- **Education:** MS in Engineering Science, Louisiana State University, Baton Rouge
- **Expertise:** Client Management, Project Management, Technology Development for CMS & Web Apps
- **Role on your website project:** Technical Director

Samir Alley

Creative Director

Samir has more than a decade of experience in managing web site design projects. He has deployed 360+ municipal websites and has a solid background in web design and the latest web technologies. Formerly with Google, Samir is a leader equipped to handle any kind of sophisticated web project. He is an exceptional communicator with an innate listening skill that gives him the ability to understand and deploy a client's unspoken needs. Samir's blend of creativity, proficiency, and technical knowledge is unsurpassed in the industry.

- **Philosophy:** "Empathy, Focus, and... Impute"
- **Expertise:** Web Project Management - Adobe Design Premium CS5.5: Photoshop, Illustrator, InDesign, Flash, DreamWeaver, Fireworks, HTML, CSS, CSS3, SEO, PHP, JavaScript, MySQL, JQuery and HTML5.
- **Role on your website project:** Graphic design of website and backup support.

Denise Brazier

Project Manager/Trainer

Denise is an educator by nature. Her 20 years of experience in the public school system has made her a master of engaging participants during training. She effortlessly builds effective relationships with all clients. Denise has served as Advisory Counselor, Coordinator, Publicity Director, and Project Manager for several organizations in the education, non-profit and public sectors. She has been appointed to the state's quality committee evaluating organizational policies and procedures for recognition.

- **Philosophy:** "Always explain things in the terms of your audience to ensure their understanding"
- **Education & Training:** MS in the Art of Education from Marygrove College.
Certification in Secondary Education
- **Expertise:** Training, education, teaching, public affairs and project management.
- **Role on your website project:** Trainer for the Content Management toolset and project manager



Did you know?

Revize will put together a project team based on the unique needs of your project!

Revize Government CMS User Interface

1. Revize CMS User Interface Home Page



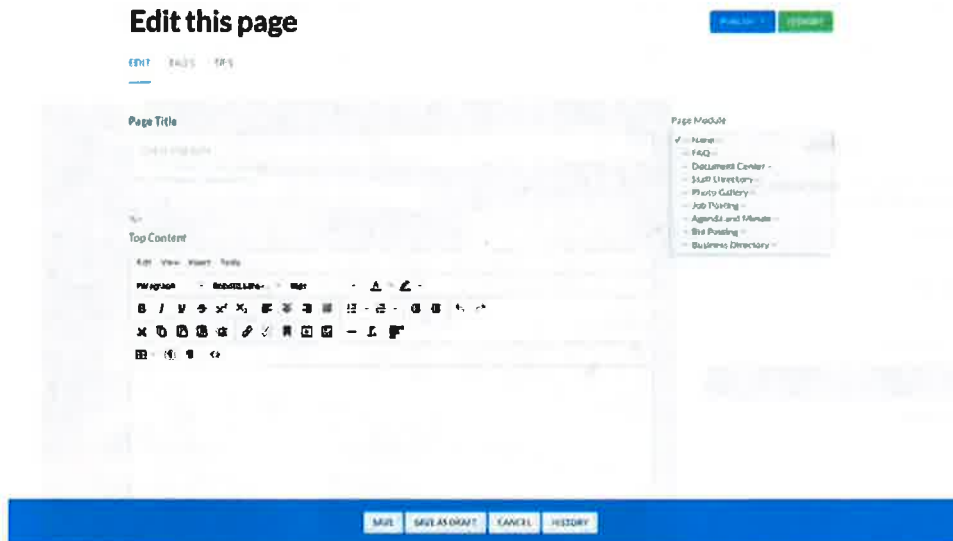
2. Users simply browse to a page that they want to edit, select the Login button, and then insert their Login Name and Password into a login screen as shown below.



3. Edit buttons appear on the page after the Login executes. Based on users roles/permissions, the appropriate buttons are displayed.



4. The input form appears as shown below. Content Editors can change banner, page heading and the content displayed in the center of the page. Notice the content is changed using a "Word Like" editor.



After the page is "saved", the page can be sent to an approver for review or immediately published to the web site.

3.13 Fee

Phase 1: Project Planning and Analysis, SOW	\$2,500
Phase 2: Discovery & Design from scratch - One concept, three rounds of changes, home page template and inner page design and layout, includes Responsive Web Design for great viewing on any size handheld internet viewing device complete with pictures and no need to zoom in on the text!	\$9,500
Phase 3 & 4: Revize Template Development - Set-up all CMS modules listed on the following page with linking to any additional 3rd party web application. You also receive all updates to all CMS modules for the life of your Revize relationship. And you own the technology, design and content!	\$13,200
Phase 5: QA Testing	\$1,900
Phase 6: Site map development and content migration Best practices migration according to new sitemap including spell checking and style corrections – Full Migration of all webpages and documents	\$7,700
Phase 7: Content editing and site administration training	\$2,900
Phase 8: Go live!	Included
Annual tech support, CMS software updates (unlimited users), and website health checks. website hosting included (Unlimited storage space):	\$5,900
Grand Total (1st year)	\$43,600
Second year and onward investment	\$5,900/year

Payment Options

Revize provides a free website redesign during year four of service!

Optional Payment Plan - The Revize Client First Plan

The Revize Client First Plan offers local governments an alternative payment plan that makes it easier to purchase a new website on your budget and spreads the one-time project design and development costs over a longer period of time.

Through a minimum three-year contract, The Revize Client First Plan dramatically lowers the one-time project development and start-up costs of launching a new website. What Revize does is combine the one-time and recurring fees and spreading them over the life of the contract. And because we value our continuing relationships with our customers, those who extend their contract beyond the three-year minimum will receive a redesign at the end of their fourth year with Revize Free of Charge.

Optional Payment Plan - Three Year Payment Breakdown - Interest Free

Year 1:	1/3 rd of project costs + Annual Hosting, Support, Maintenance
Year 2:	1/3 rd of project costs + Annual Hosting, Support, Maintenance
Year 3:	1/3 rd of project costs + Annual Hosting, Support, Maintenance
Year 4:	Annual Hosting, Support, Maintenance (Optional) Includes Free Redesign

Included Features

The Following Applications & Features will be integrated into Your Website:
In addition to the Government Content Management System that enables non-technical staff to easily and quickly create/update content in the new web site, Revize provides a suite of applications and features specifically designed for municipalities. All of those apps and features are fully described in the following section. The applications and features are grouped into five categories:

- Citizen's Communication Center Apps
- Citizen's Engagement Center Apps
- Staff Productivity Apps
- Site Administration and Security Features
- Mobile Device and Accessibility Features

Citizen's Communication Center Apps

- Notification Center with Text/Email Alerts
- Bid Posting
- Document Center
- Email Notify
- FAQs
- Job Posting
- Multi-use Business Directory
- News Center with Facebook/Twitter Integration
- Online Forms
- Photo Gallery
- Quick Link Buttons
- Revize Web Calendar
- "Share This" Social Media Flyout App
- Sliding Feature Bar
- Language Translator

Citizen's Engagement Center Apps

- Citizen Request Center with Captcha
- Public Service Request
- Online Interactive Forms (Public Records Request App)
- Citizen Connect (Community Blog)
- Online Bill Pay
- RSS Feed

Staff Productivity Apps

- Agenda Posting Center
- Job Posting App
- Image Manager
- iCal Integration
- Intranet
- Link Checker
- Menu Manager
- Online Form Builder
- Staff Directory
- Website Content Archiving
- Website Content Scheduling

Site Administration and Security Features

- Audit Trail
- Auto Site Map Generator
- History Log
- URL Redirect Setup
- Roles and Permission-based Security Mode
- Secure Site Gateway
- Unique Login/Password for each Content Editor
- Web Statistics and Analytics
- Workflows by Department

Mobile Device and Accessibility Features

- Font Size Adjustment
- Alt-Tags
- Responsive Website Design (RWD)

Revize Support Includes

- 8 AM - 8PM EST Phone Support (Monday thru Friday)
- 24X7X365 Portal and Email Support
- Staff provides assistance and answers all questions
- Dedicated support staff
- New/existing user training
- Free Training Refreshers
- Video tutorials and online training manual
- Automatic integration of enhancements
- E-Newsletter Module support
- Automatic upgrade of CMS modules, such as Calendar, Document Center, etc.
- Four major CMS upgrades per year
- Software and modules upgrades (automatic install)
- Server hardware and OS upgrades
- Immediate bug fixes/patches
- Round the clock server monitoring
- Data Center Network upgrades
- Security and antivirus software upgrades
- Firewall and router upgrades
- Bandwidth and network infrastructure upgrades
- Remote backup of all website assets
- Tape backup of all website assets
- Quarterly Newsletters on major feature updates
- Regular webinars on CMS features and usage



Did you know?

Revize updates your Content Management System an average of 4 times per year!

Citizen's Communication Center Apps

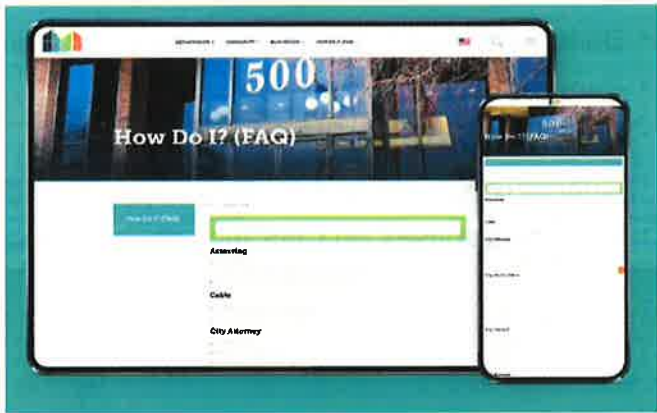
DOCUMENT CENTER APP

Revize helps clients save thousands of dollars each year in employee time and resources with our Document Management Center. Using this module you can create and archive the documents your site visitors need: applications, brochures, manuals, policy and data sheets, research papers, meeting minutes, and more. By providing all of your documents online, your site visitors can access them 24/7 - usually within two clicks -- and you won't incur any printing or postage costs.



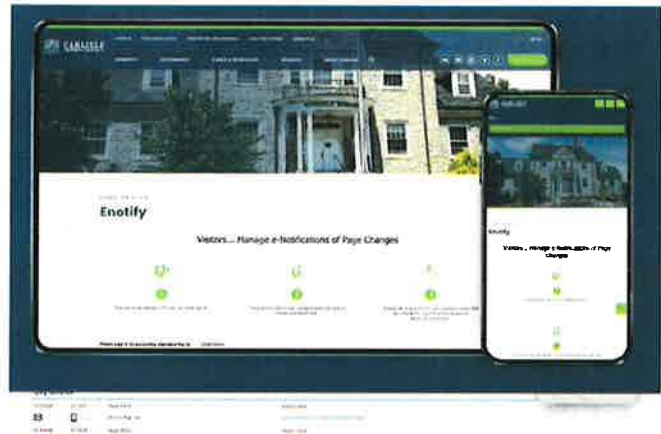
FAQ

FAQ's make it easy for site visitors to find answers to common questions and will greatly decrease the number of calls coming into your switchboard each day. In fact, within six weeks of a Revize website launch, our clients typically experience a significant decrease in the number of daily phone calls... some by as much as 23%!



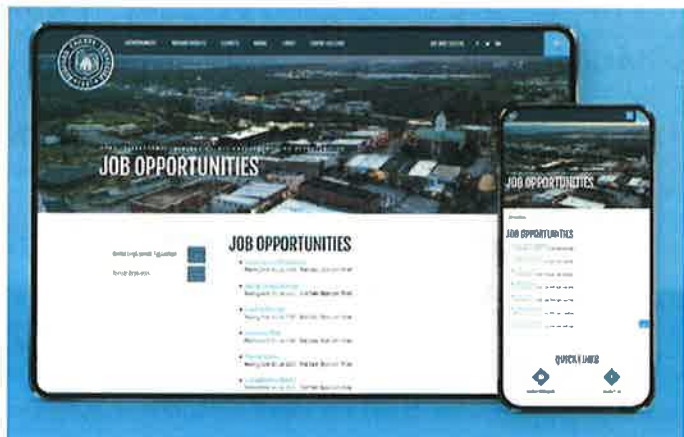
E-NOTIFY

Many of our municipal clients include an email/text notification option on their Meeting Minutes and Meeting Agendas pages so that interested citizens can sign up for automatic updates anytime there is a new posting.



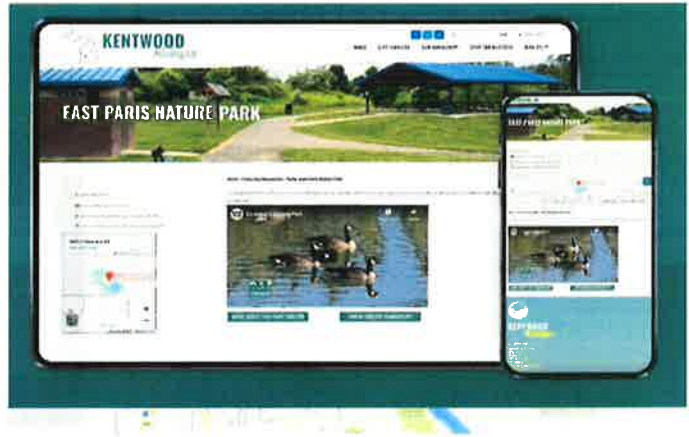
JOB POSTING

Revize's job postings app allows your site visitors to view and apply for open positions online. Postings are removed automatically based on the job expiration date input by your HR personnel. You can provide as much detail as you like and link to or upload any number of files that fully describe the job position. Best of all, with the form fill interface, new openings can be posted in minutes by non-technical staff.



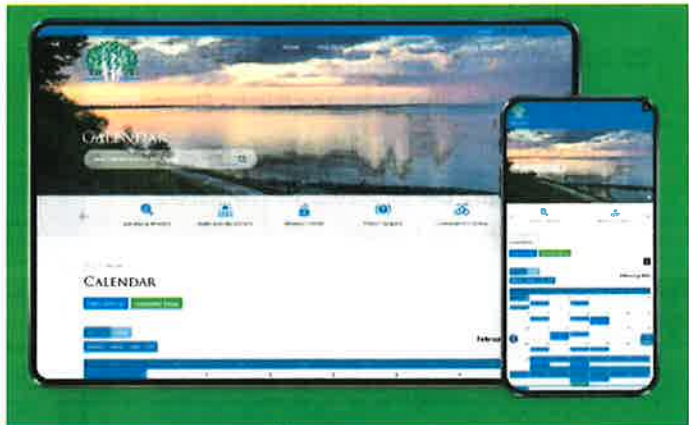
INTERACTIVE MAP

Not only does the Revize CMS ensure that your site is easy for visitors to navigate, we've made it even easier for them navigate the real world surrounding your location. Specific buildings, parks, bike paths, mass transit stations, nearby businesses, tourist attractions, parking lots, voter polling locations, and more are incredibly easy to identify with the familiar Google Maps highlighted with Pins.



CALENDAR APP

The Master/Sub Calendar provides an easy-to-use tool to enhance usability and encourage the communication of events both internally and externally. It provides visibility and transparency into activities, meetings, and events with a visually appealing display and easy to find event contact information. The ability to insert recurring events saves time by allowing you to create the event once then repeat automatically; great for Board and City Council meetings.



NOTIFICATION CENTER

You can't fool or control Mother Nature. But you can protect members of your community from her wrath. Posting emergency notifications on your home page, any other page, or throughout your site, this module allows your content editor to accurately explain the situation and instruct members of your community on the next steps to take.

BID POSTING

The Bid Postings App provides a simple and easy-to-use method for organizing and presenting bids, RFPs and RFQs online for vendors or local contractors interested in providing products and services to your community.

BUSINESS DIRECTORY

Ideal for municipalities, chambers of commerce or any membership organization, this module allows you to easily create and maintain a searchable directory for either members or businesses within the website. Listings can be added, removed and categorized by non-technical staff in a simple table interface.

NEWS CENTER WITH FACEBOOK INTEGRATION

Many of our municipal clients include an email/text notification option on their Meeting Minutes and Meeting Agendas pages so that interested citizens can sign up for automatic updates anytime there is a new posting.

ONLINE FORMS

Using this module, you can create -- from scratch -- an unlimited number of online forms on any page of your site using various field options such as long answers, radio buttons, drop-down lists, multiple choice, etc. Having online web forms provides a quick and easy alternative for users to communicate with you and provide important feedback, opinions or complete tasks online. These forms can be used to have web visitors contact you with questions, comments and requests, give feedback, volunteer, or to sign-up for various events, activities or programs.

QUICK LINKS

The Quick Links module allows site visitors to navigate to their areas of interest, much like FAQs. Examples for users: Where do I... Get Registered for Summer Camp Where do I... Get a Marriage License.

SHARING APP

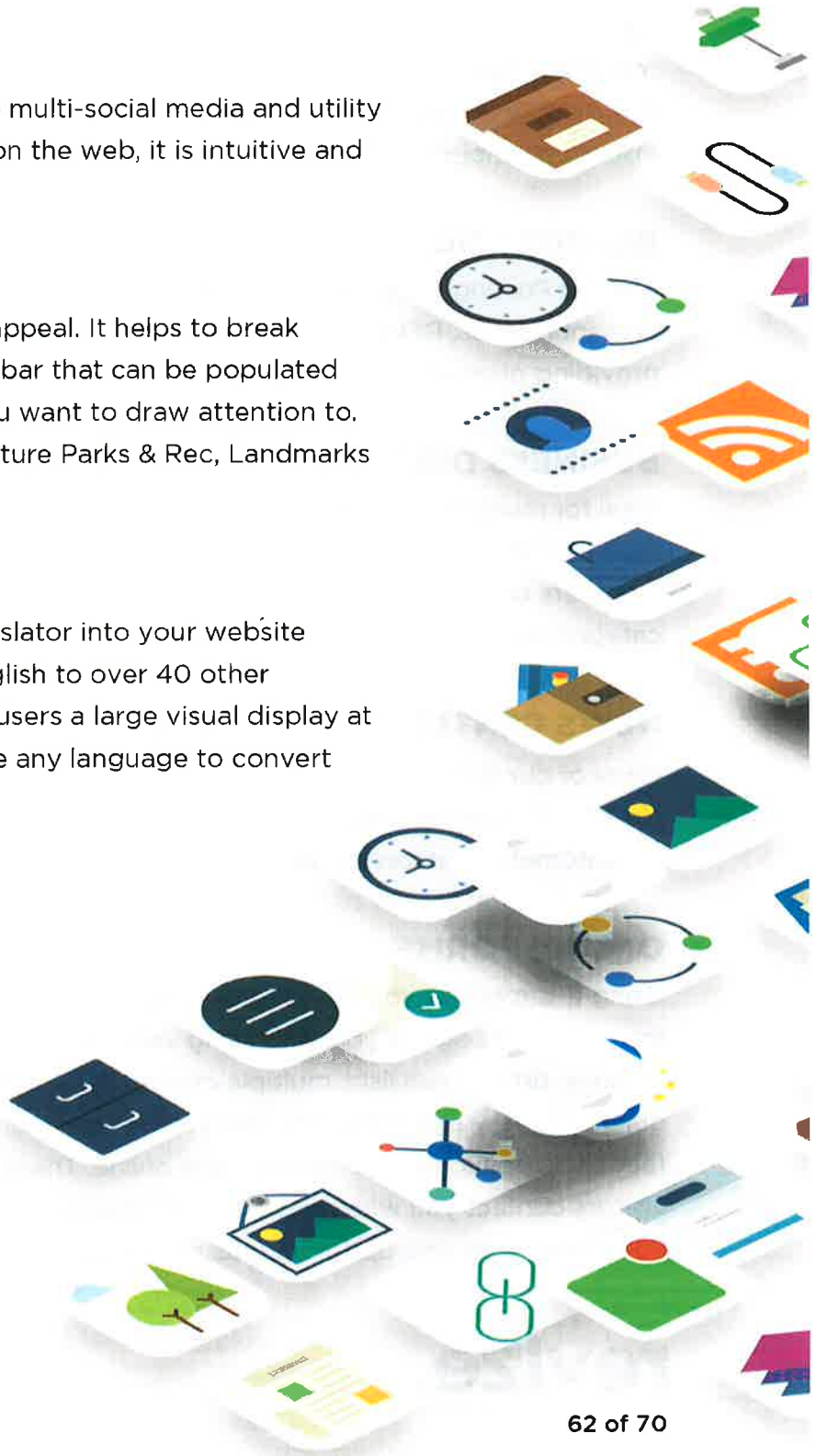
Provides a one click drop down to multi-social media and utility buttons. A common widget used on the web, it is intuitive and easy to use.

SLIDING FEATURE BAR

This feature is a mainly for visual appeal. It helps to break up pages with an interesting slide bar that can be populated with any subjects or areas that you want to draw attention to. For example, you may want to feature Parks & Rec, Landmarks and Tourist Attractions.

TRANSLATOR

Revize integrates the Google Translator into your website templates and translates from English to over 40 other international languages. Provides users a large visual display at the top of the web page to choose any language to convert the text into.



Citizen's Engagement Center Apps

PUBLIC SERVICE REQUEST APP

This app allows residents to submit requests based on a map view. Each time an issue is submitted, a staff member will receive an email notification. From there they are able to respond directly to the requests. Photo submission, automatic escalation, mobile app integration, and archived reporting make this one of our most powerful features!

CITIZEN REQUEST CENTER

This app allows customers, residents, participants, students, or any website visitor to post requests online. By the use of a drop down menu, individuals can forward the request, idea, or comment to the party of interest. That item is then forwarded via email to the proper recipient. You can add or delete department names as well as individuals in the drop down menu at any time. Captcha is integrated to ensure each request is genuine and not a spam.

PUBLIC RECORDS REQUEST TRACKER

This app allows public to order copies of the public records maintained by a municipality. The request is routed to the record custodian within a department and automated response is generated with a unique tracking number. The system allows the full tracking, correspondence and online handling of all types of public record request. The record request form is very flexible and customizable for every municipality.

CITIZEN CONNECT

This app helps open up the lines of communication between administrators and their constituents, increasing transparency and constituent interaction. It is a blog that features the option to allow constituent comments for feedback (comments can be moderated before being published to the website).



PARKS RESERVATION

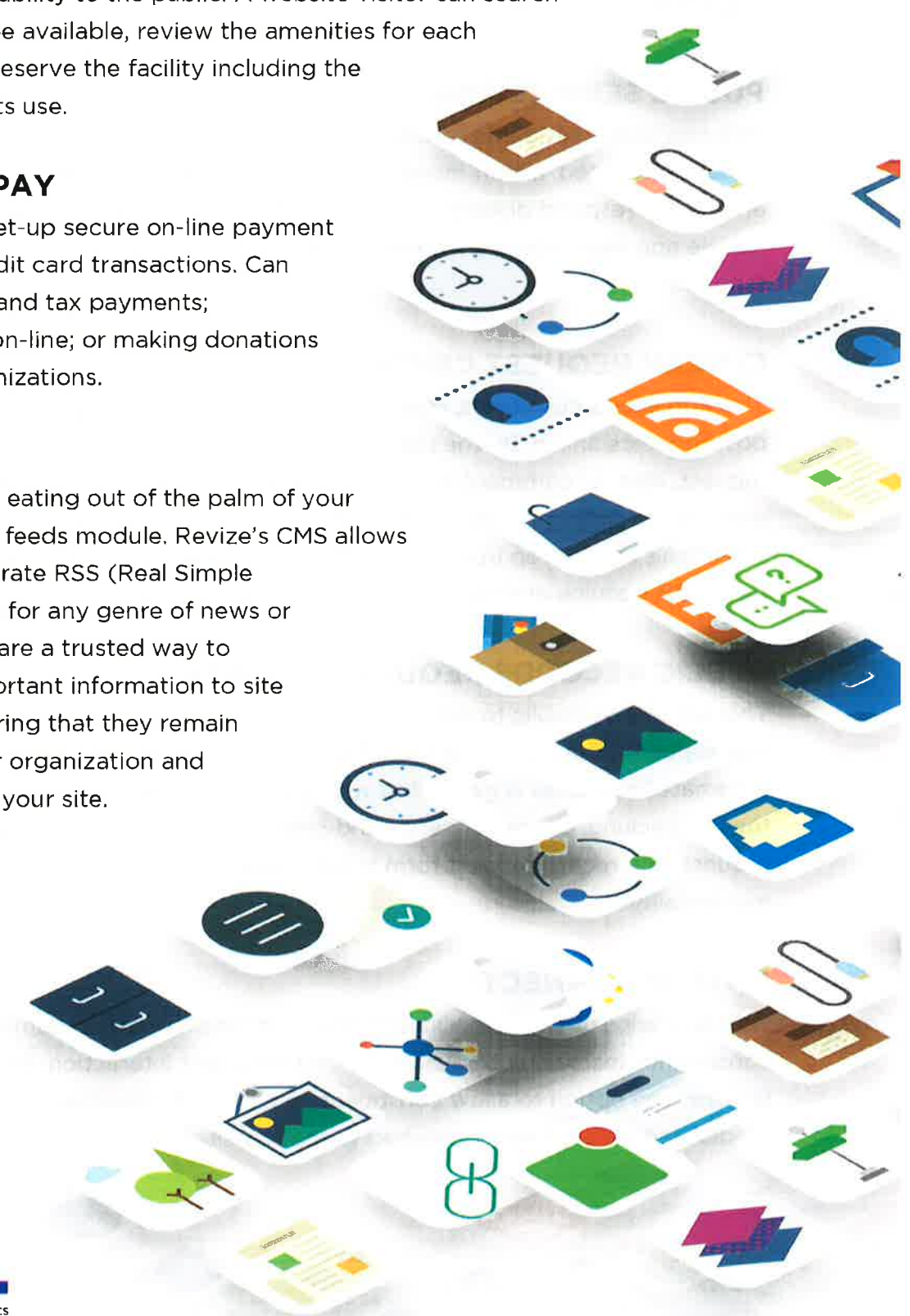
This app allows the display of parks shelters and their amenities and to manage their availability to the public. A website visitor can search for facilities by type available, review the amenities for each facility and easily reserve the facility including the option to pay for its use.

ONLINE BILL PAY

Allows clients to set-up secure on-line payment processing for credit card transactions. Can be used for utility and tax payments; Purchasing items on-line; or making donations to non-profit organizations.

RSS FEED

Site visitors will be eating out of the palm of your hand with our RSS feeds module. Revize's CMS allows customers to generate RSS (Real Simple Syndication) feeds for any genre of news or events. RSS feeds are a trusted way to communicate important information to site visitors while ensuring that they remain engaged with your organization and regularly return to your site.



Staff Productivity Apps

AGENDA POSTING CENTER

Using this app, you can upload agendas, meeting packets, meeting minutes, proposals for review, and more, all into one area on your website for easy access and review before, during, or after each meeting. Old meeting agendas and information are archived per meeting for quick access at any time.

JOB POSTING APP

This app allows you to post a job and receive resume submissions online. Candidates can fill in all the fields and submit the job application online. Once the job application is submitted, a link to the filled in application form will be emailed to the responsible HR person which they can view, print and file for their records.

IMAGE MANAGER

Allows approved staff to upload images from their computer or network folders. This very simple interface allows you to upload new pictures and stores uploaded pictures for reuse. Each department can create their own image folders and organize image libraries by department. Also, obsolete images can be deleted from the image library.

INTRANET

Provides a Dynamic CMS-enabled area with secure login to build out an entire Intranet for employee specific information only. It benefits your employees to have an internal organization landing page that can be updated with news, events, alerts and many of the same modules used on the extranet.

LINK CHECKER

When a new link is created, the Revize system checks if the URL (link) is valid or not. If not, an error message will be displayed. This benefits the Content Editor by double checking bad links before they are saved on your website.



MENU MANAGER

Allows approved content editors to add or edit site-wide top navigation, department or section specific links (e.g. left or right navigation). This feature gives you control to change and update the Navigation menus of your website for continuous improvement.

NEWS LETTER APP

The system allows non-technical staff to build attractive, informative newsletters and disseminate them with one click to everyone on your distribution list. Activity metrics include emails sent successfully to help you validate email addresses. The application provides the ability to import contact lists, upload images, add groups, assign contact lists to groups, as well as export lists.

ONLINE FORM BUILDER

Having online web forms provides a quick and easy alternative for users to communicate with you and provide important feedback, or complete tasks online. These forms can be used to have web visitors contact you with questions, comments and requests, give feedback, volunteer, or to sign-up for various events, activities or programs.

WEB CONTENT ARCHIVE

Your site history will never be a mystery because all content edits for your site are archived on the Revize CMS database. Your content editors can click on the History button to view previous versions of a particular page or content block from your site.

WEB CONTENT SCHEDULE

This feature eliminates the possibility of having dated or past events being promoted on your site AFTER the event has passed, thus potentially undermining the perceived accuracy and currency of the site's content in the minds of your audience.



AUDIT TRAIL

This is a powerful administrative tracking tool that provides reports on the content change activities of any webpage within the system. The administrator can gauge how often the site is updated, which departments are most active; and also use the audit trail for recovery of data if necessary.

AUTO SITEMAP TOOL

Revize CMS provides this tool to automatically generate a sitemap. Anytime a new page is added or deleted from the system, the sitemap will republish to show the change. An up-to-date sitemap is very critical to boost the ranking of your website in different search engines.

HISTORY LOG

Administrators can view all the archived versions of any web page and restore any old/archived page. It is a very useful feature for referring to any archived legal documents or press releases.

ROLES/PERMISSION SETUP

Our CMS uses a role based authentication system where you can add individual user accounts and assign them system roles like Editor, Developer, Administrator, Workflow Approvers etc., or you can add roles for each department and assign department-specific roles to each user.

SECURE SITE GATEWAY

Provides a secure login area for either users of an intranet or users to access information not available to the general public. Once users are set-up with a secure login ID, they can manage their own password changes as necessary.

WEBSITE STATISTICS

Revize integrates Google's Web Analytics tool to track number of site visits, website traffic sources, etc. Your website administrator can run various reports to collect important data on the usage of your website.

WORKFLOWS BY DEPARTMENT

Provides a method for Supervisory Oversight of content updates. The process allows an authorized “approver” to compare the current page with the proposed new page content (side-by-side) for easy review and comparison.

“Our innovative solutions are custom-tailored to meet the needs of each individual client.”



Did you know?

Revize installs new features into your content management system on a rolling basis!

Mobile Device and Accessibility Apps

ALT-TAGS

Use of alt tags for images, a required part of the Revize CMS image manager feature, allows vision impaired individuals to understand the content of the image.

FONT SIZE ADJUSTMENT

Provides the ability for users to change font size by clicking button to reach their desired size. Helps those with low vision to easily read information on your website.

RESPONSIVE WEB DESIGN

Revize uses pixel rendering Responsive Web Design to accommodate better viewing of text and graphics for any size screen, i.e., smart phones, tablets, iPads and iPhones.





Thank you

For Considering Revize

Prepared by Thomas J. Jean
150 Kirks Blvd. Troy, MI 48084
Ph: 248-269-9263 x8035 Fax: 866-346-8880
www.revize.com

RFP #	2022-85	Town of Fairfield Proposal Submissions			
DESC	Redesign, Development, Implementation and Hosting of the Town's Website				
DATE	10th March, 2022				
TIME	2:00pm				
		The Visual Brand, LLC Westport, CT	CivicPlus, LLC Manhattan, KS	Revize Government Websites Troy, MI	BBG&G Advertising, Inc. Campbell Hall, NY
Not to exceed price for proposed service schedule summary:	\$34,907.00	\$38,588.96*	\$43,600.00	\$79,535.00*	
Provide Total Cost of Web Site Redesign:	\$5,000.00	\$14,828.45			
Provide Total Cost of Website Implementation:	\$10,000.00	Included in Web Site Design			
Provide Total Cost of Training:	\$1,200.00	\$2,925.00		Initial Training Included within the web project cost.	
Provide Total Cost of Software Support and Maintenance:	\$750/mo. Or \$9,000 per year	Included in Ongoing Hosting Fees		Initial site maintenance and consultation will be included with the proposed solution within the web build budget for the first month post site launch (warranty phase). Maintenance required after this phase will be billed for as web maintenance on an hourly basis.	
Provide Total Cost of Data Conversion and Migration:	\$10,000.00	\$13,552.50			
Ongoing Costs:					
Provide Total Cost of the 1st year of Hosting or Subscription Fees:	\$50/mo. Or \$600 per year	\$7,283.01			
Total Project Cost:	\$34,907.00	\$38,588.96			
Provide the annual cost for website hosting or subscriptions for years 2-5:					
Hosting or Subscription Fees Year 2:	\$600.00	\$7,647.16	\$5,900.00		
Hosting or Subscription Fees Year 3:	\$600.00	\$8,029.52	\$5,900.00		
Hosting or Subscription Fees Year 4:	\$600.00	\$8,430.99	\$5,900.00		
Hosting or Subscription Fees Year 5:	\$600.00	\$8,852.54	\$5,900.00		

RFP #	2022-85																		
DESC	Redesign, Development, Implementation and Hosting of the Town's Website																		
DATE	10th March, 2022																		
TIME	2:00pm																		
Town of Fairfield Proposal Submissions																			
	The Visual Brand, LLC Westport, CT				CivicPlus, LLC Manhattan, KS				Revize Government Websites Troy, MI				BBG&G Advertising, Inc. Campbell Hall, NY						
Proposed Hourly Rates for custom development and support:	\$101/hr				n/a - CivicPlus does not price based on hourly rates. In the event the Town would like to request any additional services or solutions outside of the agreed upon scope finalized in the contract, such requests would be reviewed and priced on a case-by-case basis. A quote would be provided to the Town and would need the approval and signature by the Town before any work would commence.														
Total five (5) year cost:	\$37,600.00				\$71,549.17				\$67,200.00										
Notes:	50% of total project cost is due upon approval 50% net 30 is due upon completion				*Includes a Year 1 Total Discount, \$57,382.00 - (\$18,793.04) = \$38,588.96								*Based on a maximum of 540 hours.						
Schedule of Professional Fees & Expenses:																			
Classifications	Hours	Standard Hourly Rate	Quoted Hourly Rates	Total	Hours	Standard Hourly Rate	Quoted Hourly Rates	Total	Hours	Standard Hourly Rate	Quoted Hourly Rates	Total	Hours	Standard Hourly Rate	Quoted Hourly Rates	Total			
Partners:	40	\$75.00	\$75.00	\$3,000.00 (1 Manager)	N/A CivicPlus does not price our projects based on hourly rates. CivicPlus prices on a per-project, all-inclusive basis (stated in U.S. dollars). This type of pricing structure eliminates surprise costs, uncertainty of paying by the hour, and is overall more cost effective for our customers. It provides you with a price based on the products and features listed in this proposal that only varies if additional functionality, custom development, security, escrow requirements, or other design or project enhancements, outside of the included scope, are added prior to contract signing.														
Managers:	257	\$101 - \$159	\$101 - \$159	\$29,235.00 (7 Supervisory Staff)															
Supervisory Staff:	28	\$74.00	\$74.00	\$2,072.00 (1 Staff)															
Staff:																			
Other (specify):				\$600/year Hosting Fees															
<u>Subtotal:</u>	325	\$279.00	\$279.00	\$34,907.00															
Out-of-Pocket Expenses:	N/A																		
Meals & Lodging:	N/A																		
Transportation:	N/A																		
Other (specify):																			

RFP #	2022-85	Town of Fairfield Proposal Submissions			
DESC	Redesign, Development, Implementation and Hosting of the Town's Website				
DATE	10th March, 2022				
TIME	2:00pm				
		Acuta Digital, Inc. New York, NY	iMission Institute New Haven, CT	Strike Labs, LLC Fairfield, CT	Active Internet Technologies d/b/a Finalsite Glastonbury, CT
Not to exceed price for proposed service schedule summary:	Five Year Total: Plan A: \$137,940 Plan B: \$180,240	\$82,380.00	\$149,001.00	\$168,000.00	
Provide Total Cost of Web Site Redesign:	Five Year Total: Plan A: \$63,900 Plan B: \$105,000	\$12,000.00	\$47,001.00	\$20,000.00	
Provide Total Cost of Website Implementation:	Five Year Total: Plan A: \$4,240 Plan B: \$5,440	\$25,000.00	\$21,000.00	Included	
Provide Total Cost of Training:	Five Year Total: Plan A: \$4,200 Plan B: \$4,200	\$5,000.00	\$10,000.00	Included	
Provide Total Cost of Software Support and Maintenance:	Starting at \$575/month or \$6,900	\$2,500.00	\$1,000.00	Included	
Provide Total Cost of Data Conversion and Migration:	Five Year Total: Plan A: (Included) Plan B: (Included)	\$21,000.00	\$10,000.00	Included	
Ongoing Costs:					
Provide Total Cost of the 1st year of Hosting or Subscription Fees:	Hosting \$550/month or \$6,600/yr + 3rd party software @ \$1,000	\$16,880.00	\$60,000.00	\$29,600.00	
Total Project Cost:	Five Year Total: Plan A: \$79,940 Plan B: \$122,240	\$82,380.00	\$149,001.00	\$168,000.00	
Provide the annual cost for website hosting or subscriptions for years 2-5:					
Hosting or Subscription Fees Year 2:	Hosting @ \$6,600 + Website maintenance starting @ \$6,900 =+ 3rd party software @ \$1,000 = \$14,500	\$18,060.00	\$63,000.00	\$29,600.00	
Hosting or Subscription Fees Year 3:	Hosting @ \$6,600 + Website maintenance starting @ \$6,900 =+ 3rd party software @ \$1,000 = \$14,500	\$19,324.00	\$66,150.00	\$29,600.00	
Hosting or Subscription Fees Year 4:	Hosting @ \$6,600 + Website maintenance starting @ \$6,900 =+ 3rd party software @ \$1,000 = \$14,500	\$20,676.00	\$69,458.00	\$29,600.00	
Hosting or Subscription Fees Year 5:	Hosting @ \$6,600 + Website maintenance starting @ \$6,900 =+ 3rd party software @ \$1,000 = \$14,500	\$22,123.00	\$72,930.00	\$29,600.00	
Proposed Hourly Rates for custom development and support:	Custom development rate @ \$120/hr & General support @ \$115 (based on plan options - see chart)	\$125.00	\$500.00	\$150/Hour	
Total five (5) year cost:	Five Year Total: Plan A: \$137,940 Plan B: \$180,240	\$162,688.00	\$421,039.00	\$286,400.00	

RFP #	2022-85	<h2>Town of Fairfield Proposal Submissions</h2>															
DESC	Redesign, Development, Implementation and Hosting of the Town's Website																
DATE	10th March, 2022																
TIME	2:00pm																
		Acuta Digital, Inc. New York, NY				iMission Institute New Haven, CT				Strike Labs, LLC Fairfield, CT				Active Internet Technologies d/b/a Finalsite Glastonbury, CT			
		Website Maintenance Plans - Retainer															
		Starter Package, Up to 5 hours, \$575.00/month															
		Bronze Package, Up to 9 hours, \$1,035.00/month															
		Silver Package, Up to 15 hours, \$ 1,638.00/month (5% discount applied)															
		Gold Package, Up to 25 hours, \$ 2,731.00/month (5% discount applied)															
		Platinum Package, Up to 40 hours, \$ 4,278.00/month (7% discount applied)															
Schedule of Professional Fees & Expenses:																	
Classifications	Hours	Standard Hourly Rate	Quoted Hourly Rates	Total	Hours	Standard Hourly Rate	Quoted Hourly Rates	Total	Hours	Standard Hourly Rate	Quoted Hourly Rates	Total	Hours	Standard Hourly Rate	Quoted Hourly Rates	Total	
Partners:	Plan A: 71 Plan B: 110	\$140.00	\$140.00	Plan A: \$9,940 Plan B: \$15,400		\$150.00	\$150.00		N/A	\$350.00	\$262.50	N/A					
Managers:	Plan A: 0 Plan B: 0	0	0	0		\$125.00/ \$110.00	\$125.00/ \$110.00		N/A	\$325.00	\$243.75	N/A					
Supervisory Staff:	Plan A: 0 Plan B: 0	0	0	0		\$110.00	\$110.00		N/A	\$250.00	\$243.75	N/A					
Staff:	Plan A: 520 Plan B: 827	\$120.00	\$120.00	Plan A: \$62,400 Plan B: \$99,240		\$70.00	\$70.00		N/A	\$200.00	\$150.00	N/A					
Other (specify):									N/A	N/A	N/A	N/A					
Subtotal:	Plan A: 591 Plan B: 937			Plan A: \$72,340 Plan B: \$114,640													
Out-of-Pocket Expenses:					None without TOF prior approval				N/A	N/A	N/A	N/A					

RFP #	2022-85	Town of Fairfield Proposal Submissions													
DESC	Redesign, Development, Implementation and Hosting of the Town's Website														
DATE	10th March, 2022														
TIME	2:00pm														
		Acuta Digital, Inc. New York, NY				iMission Institute New Haven, CT		Strike Labs, LLC Fairfield, CT				Active Internet Technologies d/b/a Finalsite Glastonbury, CT			
Meals & Lodging:						N/A	N/A	N/A	N/A	N/A					
Transportation:						N/A	N/A	N/A	N/A	N/A					
Other (specify):						Photography, cutomer images as needed	N/A	N/A	N/A	N/A		\$150/hour - Any work outside project scope			

Revize Web Services Sales Agreement

This Sales Agreement is between The Town of Fairfield, Connecticut (“CLIENT”) and Revize LLC, aka Revize Software Systems, (“Revize”). Federal Tax ID# 20-5000179 Date: 6-2-2022

CLIENT INFORMATION:	REVIZE LLC:
Company Name: <u>The Town of Fairfield</u>	Revize Software Systems
Company Address: <u>725 Old Post Road</u>	150 Kirts Blvd.
Company City/State/Zip: <u>Fairfield, CT 06824</u>	Troy, MI 48084
Project Contact: <u>Lee Flaherty LFlaherty@fairfieldct.org 203.256.3060</u>	248-269-9263
Billing Dept. Contact: <u>Mark Barnhart mbarnhart@fairfieldct.org</u>	
CLIENT Website URL: <u>www.fairfieldct.org</u>	

The CLIENT agrees to purchase the following products and services provided by REVIZE:

<u>Quantity</u>	<u>Description</u>	<u>Price</u>
1	Phase 1: Project Planning and Analysis, SOW, onetime fee:	\$2,500.00
1	Phase 2 – Discovery & Design from Scratch, onetime fee: <ul style="list-style-type: none"> 1 mockup with Unlimited rounds of changes Home page template and inner page design and layout. Includes Departmental Mockup with Unlimited round of changes Includes Responsive Web Design 	\$9,500.00
1	Phase 3 & 4 – HTML Development & Revize CMS Integration, onetime fee: <ul style="list-style-type: none"> Set-up all CMS modules listed in this agreement Integration with all 3rd party web applications 	\$13,200.00
1	Phase 5 – Quality Assurance Testing & Accessibility, onetime fee:	\$1,900.00
1	Phase 6 – Sitemap Development and Content Migration, onetime fee: <ul style="list-style-type: none"> Sitemap development and content migration from old website including spell checking and style corrections – Full Migration of all webpages and documents 	\$7,700.00
1	Phase 7 –Content Editing Training, onetime fee:	\$2,900.00
1	Phase 8 – Go Live:	Included
1	Revize Annual Software Subscription, Tech Support, CMS Updates, Website Hosting, Unlimited Users, Unlimited GB website storage, 100GB/Month Bandwidth, SSL Certificate pre-paid annual fee:	\$5,900.00
1	Grand Total First Year	\$43,600.00

Payment Schedule

Payment Amount	Payment Date	Includes
\$ 10,900.00	6/15/2022	25% 1 st Year Project Costs
\$ 10,900.00	7/15/2022	25% 1 st Year Project Costs
\$ 10,900.00	8/15/2022	25% 1 st Year Project Costs
\$ 10,900.00	9/15/2022	25% 1 st Year Project Costs
\$ 5,900.00	5/31/2023	Year 2 of Annual Hosting & Maintenance
\$ 5,900.00	5/31/2024	Year 3 of Annual Hosting & Maintenance
\$ 5,900.00	5/31/2025	Year 4 of Annual Hosting & Maintenance

AGREED TO BY:

CLIENT

REVIZE

Signature of Authorized Person:

Name of Authorized Person:

Thomas Jean

Title of Authorized Person

Project Manager

Date:

Please sign and return to:

Thomas@revize.com

Fax 1-866-346-8880

Terms:

1. Payments: All Invoices are due upon receipt. Work begins upon receiving initial payment.
2. Revize requires a check for the amount listed above to start this project.
3. Additional content migration, if requested, is available for \$3 per web page or document. Revize has agreed to full migration of up to all current content and documents on website and does not anticipate any additional content migration.
4. CLIENT agrees to bandwidth limitation detailed on page 1 of this agreement. Bandwidth usage for purposes of periodic exports for CLIENT data retention purposes will be exempt from this limitation. Additional bandwidth is available at \$360 per year for each additional 50GB per month. If Revize bandwidth costs elevate significantly as a result of this type bandwidth usage from the CLIENT, Revize and CLIENT agree to work together in good faith toward alternate arrangements.
5. Additional website storage is available at \$500 per year for each additional 10GB website storage.
6. This agreement is the only legal document governing this sale & Proper jurisdiction and venue for any legal action or dispute relating to this Agreement shall be the State of Connecticut.
7. Both parties must agree in writing to any changes or additions to this Sales Agreement.
8. CLIENT understands that project completion date is highly dependent on their timely communication with Revize. CLIENT also agrees and understands that;
 - a. The primary communication tool for this project and future tech support is the Revize customer portal found at <https://support.revize.com>.
 - b. During the project, CLIENT will respond to Revize inquiries within 48 hours of the request to avoid any delay in the project timeline.
 - c. CLIENT understands that project timelines will be delayed if they do not respond to Revize inquiries in a timely manner.
9. Revize will provide a free redesign of the website in year 4 of the agreement. This assumes the CLIENT agrees to 4 consecutive years of annual software subscription, tech support, CMS updates, and hosting.
10. CLIENT owns design, content, and will receive periodic updates to the CMS for the life of the contract.
11. Unless otherwise agreed, Revize does not migrate irrelevant records, calendar events, news items, bid results, low quality images, or data that can reasonably be considered non-conforming to new website layout.
 - a. In this project, Revize agrees to migrate bid documents/results and news items to new website from 2013-present with CLIENT approval.
12. Storage is limited only to relevant website data. Unreasonably large folders of documents or images are not permitted. Examples include, but are not limited to, plat/property maps, tax records, GIS data, etc.
13. After content migration, CLIENT is responsible for any additional content cleanup. This includes, but is not limited to, resizing photos, reformatting text, replacing photos/icons, consolidating unwanted content, adding future calendar events, and general prep of the site before go live. CLIENT will also have the ability to add new photos, content, and pages.
14. All future payments are subject to annual appropriations approval from CLIENT

Service Level & CMS License Agreement

1.1 Statement of Intent

The aim of this agreement is to provide a basis for close co-operation between The Town of Fairfield, Connecticut (known in this agreement as *Client*) and *Revize Software Systems, LLC.*, for support services to be provided by *Revize Software Systems, LLC.* to *Client* and, thereby ensuring a timely and efficient support service is available to *Client* end users. The objectives of this agreement are detailed in Section 1.2.

This agreement is contingent upon each party knowing and fulfilling their responsibilities and generating an environment conducive to the achievement and maintenance of targeted service levels.

1.2 Objectives of Service Level Agreements

1. To create an environment which is conducive to a co-operative relationship between *Revize Software Systems, LLC.* and *Client* to ensure the effective support of end users
2. To document the responsibilities of all parties taking part in the Agreement
3. To ensure that *Client* achieves the provision of a high quality of service for end users with the full support of *Revize Software Systems, LLC.*
4. To define the commencement of the agreement, its initial term and the provision for reviews
5. To define in detail the service to be delivered by *Revize Software Systems, LLC.* and the level of service which can be expected by *Client*, thereby reducing the risk of misunderstandings
6. To detail via a question list, information *Revize Software Systems, LLC.* requires *Client* to extract from end users prior to *Revize Software Systems, LLC.* involvement
7. To institute a formal system of objective service level monitoring ensuring that reviews of the agreement are based on factual data
8. To provide a common understanding of service requirements/capabilities and of the principals involved in the measurement of service levels
9. To provide for all parties to the Service Level Agreement a single, easily referenced document which caters for all objectives as listed above

1.3 Period of Agreement

This agreement will commence on the date specified in this following the acceptance by both parties and will continue until terminated.

Either party hereto may terminate this Contract upon giving thirty (30) days' written notice to the other in the event that such other party substantially fails to perform its material obligations set forth herein. This Contract may be terminated by the *Client* without cause upon thirty (30) days' written notice to *Revize Software Systems, LLC.* In the event of such a termination without cause, the *Client* shall pay *Revize Software Systems, LLC.* for all services rendered prior to the termination, plus any reasonable expenses incurred and unpaid which would otherwise be payable hereunder. In such event, *Revize Software Systems, LLC.* shall promptly submit to the *Client* its invoice for final payment.

1.4 Review Procedure

This agreement will be reviewed one year from the date of commencement, or at a mutually agreed date, by *Client* and Revize Software Systems, LLC.. The review will cover services provided, service levels and procedures. Changes to this agreement must be approved by both signatories.

1.5 Representatives

Client and Revize Software Systems, LLC. nominate the following representatives responsible for the monitoring and maintenance of the service agreement:

Client: *Lee Flaherty 203.256.3060*
lflaherty@fairfieldct.org

Revize Software Systems, LLC.: *Joseph Nagrant –*
Business Development Director
248-269-9263

1.6 Service Level Monitoring

The success of service level agreements depends fundamentally on the ability to measure performance comprehensively and accurately so that credible and reliable information can be provided to customers and support areas on the service provided.

Service factors must be meaningful, measurable and monitored constantly. Actual levels of service are to be compared with agreed target levels on a regular basis by both *Client* and Revize Software Systems, LLC. **This is in reference to the agreed upon 99.99% detailed in item 2.5 of this agreement.** In the event of a discrepancy between actual and targeted service levels both *Client* and Revize Software Systems, LLC. are expected to identify and resolve the reason(s) for any discrepancies in close co-operation.

Service level monitoring will be performed by *Client*. If *Client* suspects that response times for faults do not adhere to expected response times in table 2.2 they should provide information to Revize in response to items in 4.2

Service level monitoring and reporting is performed on response times for faults, as specified in Section 3.4 of this agreement.

Client Responsibilities

2.1 Functional Overview

The purpose of this section is to detail the *Client* responsibilities for the referral and resolution of all computer related faults and queries (supported products only) encountered by end users throughout the *Client's* contracted services with *Revize Software Systems, LLC*. This includes the following specific responsibilities:

- Provision of a main point of contact during *Client* business hours.
- Extracting information from end users as per *Revize Software Systems, LLC*. specified list of questions (detailed in section 4)
- Timely referral of faults to *Revize Software Systems, LLC*. as per method detailed in section 4
- Fault resolution monitoring, and production and distribution of Service Level Monitoring reports as and when required

2.2 Response Times

Table 2.2 shows the priority assigned to faults according to the perceived importance of the reported situation. The priority assignment is to refer to the initial response to the client as per Section 2.3 of this document. The support level refers to the *Client* guide for support available as illustrated in Section 2.3 of this document. *Client* agrees and understands that, in rare cases, response times may be delayed due to an overabundance of tech support requests on the part of the *Client* or Revize customers, natural disasters, acts of god, etc.

Table 2.2 - Response Priority

	Crisis	Urgent	Critical	Normal	Request For Service
Priority	Immediate	Urgent	High	Normal	Normal
Time for Response	< 1 Hour	1 Hour	4-6 Hours	24 Hours	Dependent Upon Request
Report Method	Revize Live Phone Support 248-269-9263	Revize Customer Portal	Revize Customer Portal	Revize Customer Portal	Revize Customer Portal

2.3 Client Guide for Support (Report Method Details) – Fault Matrix

Crisis:

- Crisis issues are issues that make your website completely inoperable. In this case you should call our tech support team immediately at 248-269-9263
- Example(s) include: Entire website not accessible from multiple devices/browsers

Urgent:

- Urgent issues are issues that render your system partially inoperable. These requests can be submitted to our tech support team through phone or within our customer portal www.support.revize.com
- Example(s) include: Partial portion of website not accessible from multiple devices/browsers, unapproved information on the website, or time sensitive information not available on live website.

Critical:

- Critical Issues are issues that deny you the ability to perform a core function of the system. These requests should be submitted to the customer portal www.support.revize.com
- Example(s) include: CMS not publishing to live site, perceived slow load time, content updates not appearing as intended in live site.

Normal:

- Normal issues are issues that deny usability of limited functions of the system. These requests should be submitted to the customer portal www.support.revize.com
- Example(s) include: General site irregularities, login issues, photo resizing, or image/graphic requests.

Request for Service:

- Requests for service are completed with the mindset that we do not “nickel and dime” our clients. Your annual maintenance agreement includes requests for service that you and staff may not be able to do yourselves. These types of requests include new icons, graphics, buttons, photo editing, page types, and custom applications. Revize will add in these services with no charge up to a level of reasonability beyond what is included in your contract. These requests should be submitted to the customer portal www.support.revize.com. If there is no charge, Revize will complete the changes as requested. If there is any charge, we will respond to you with alternative free options or a quote for the additional work.

2.4 Priority Level Response/Resolution Times

Table 2.2 shows the required initial telephone/portal response times for the individual priority ratings. All times indicated represent telephone response time during specified working hours of 8 a.m. to 8 p.m. Eastern Time Monday to Friday, unless otherwise indicated in this document, or otherwise agreed upon by *Client* and *Revize Software Systems, LLC.*

The indicated response time represents the maximum delay between a fault/request being reported to the *Revize Software Systems, LLC.* and a *Revize Software Systems, LLC.* representative contacting the *Client* by telephone or through the customer portal. The purpose of this contact is to notify the client of the receipt of the fault/request from *Client* and provide the client with details of the proposed action to be taken in respect of the particular fault/request.

Due to the nature and variety of issues that could be reported by the client, resolution times vary dependent upon the issue itself. It is not uncommon for a perceived “quick fix” to take multiple working days, or a perceived long term request to be completed in a matter of hours. When possible, Revize will provide an estimated time of resolution upon initial report from the client. If, after further investigation, Revize determines the expected time to significantly change, Revize will contact the client to discuss the details and new suspected time frame

2.5 Website Application Availability Monitoring

Website application availability monitoring will be performed by *Client* using software of their choice. If *Client* suspects that website availability fails to meet the agreed upon threshold of 99.99% in any one month, they agree to immediately open a support ticket in the customer portal to notify *Revize Software Systems, LLC.* of the issue.

Upon resolution of downtime issue, if *Client* suspects the 99.99% was not met, *Client* agrees to provide information to *Revize Software Systems, LLC.* which includes SCOM report and a written narrative describing any details of the perceived downtime issue. Upon *Revize Software Systems, LLC.* review and concurring thereof *Revize Software Systems, LLC.* customer will be eligible for a credit equal to the monthly portion of annual services fee as set forth in table 2.5 below. This credit would be applied to the next invoice due. The credit will not be provided if support ticket was not opened or for issues caused by *Client.*

2.5 Website Application Availability Credit Table

Table 2.5 – Website Application Availability Credit Table		Credit % for Monthly Portion of Annual Services Fee
Website Application Availability %		
From	To	
99.99%	99.50%	0%
99.49%	99.00%	10%
98.99%	95.00%	15%
94.49%	90.00%	50%
Less than 90.00%		100%

3. Revize Software Systems, LLC. Responsibilities

3.1 Functional Overview

Revize Software Systems, LLC. is a provider of computing software maintenance service and support to the *Client*.

3.2 Hours of Operation

A *Revize Software Systems, LLC.* representative will be available to provide support functions between the hours of 8 a.m. and 8 p.m. Monday to Friday, public holidays excepted, unless alternative arrangements have been agreed to by *Client*. The Revize Customer portal is monitored 24 hours a day. Beyond the 8 a.m. to 8 p.m. EST Revize does not guarantee response times. Response times through the customer portal officially begin at 8 a.m. EST and end at 8 p.m. EST. However, *Revize Software Systems, LLC* does reserve the right to respond to requests outside of these hours.

3.3 Response Times

The *Revize Software Systems, LLC.* will accept the priority assigned to a fault by *Client*, as per Fault Matrix in 2.3 and Priority Assignment criteria in 4.1.

3.4 Service Level Targets

The *Revize Software Systems, LLC.* will respond within the time specified by the priority allocation. *Client* will issue reports as and when required to the *Revize Software Systems, LLC.* Support staff for the purpose of gauging *Revize Software Systems, LLC.* performance.

3.4 Website Application Availability

The *Revize Software Systems, LLC.* agrees to a live website availability threshold of 99.99% of the time in a calendar month. It is understood that *Revize Software Systems, LLC* will perform routine maintenance during non-peak hours as necessary that is not factored in as part of the availability threshold. Non-peak hours are from 2:00A.M. to 6:00A.M. Eastern Standard Time. Client may request other updates/features that necessitate downtime as well. *Revize Software Systems, LLC* will notify client when expected downtime is greater than 15 minutes.

4. Supported Products/ Applications/Systems

4.1 Software Support Services

Software Products Supported:

- Revize CMS
- Hosted Website
- Source Files
- All Included Revize Web Applications

Contact Details: **Live Phone Support:** 248-269-9263

Customer Portal: www.support.revize.com

Email (Unofficial Channel): Support@revize.com

Priority Assignment Criteria:

As assigned by the *Client* fault matrix in section 2.3 of this document. This response time is to indicate the initial telephone, email, or support portal response by *Revize Software Systems, LLC.*, as described in Section 2.4 of this document, to the client as detailed on the *Client* Fault Report Form.

Method of Fault Referral:

- Customer Portal transmission of *Client* Fault Report Form by *Client* staff to *Revize Software Systems, LLC.*
At support.revize.com
- Telephone contact by *Client* operator.

4.2 Information to be provided by Client for Timely Response:

- Complete description of issue
- Time estimate of when client started experiencing this issue
- Whether a change was requested recently in relation to this issue
- URL where issue is occurring (if applicable)
- Screenshot of this issue (optional)

Method of Return of Resolved Faults:

Immediately following actual resolution of each individual fault/request a *Revize Software Systems, LLC.* representative will notify *Client* by telephone, email, or customer portal of the completion of the fault/request. If applicable, within 48 hours of resolution *Revize Software Systems, LLC.* will provide *Client* with details of resolution.

Other (Details):

Revize Software Systems, LLC. maintains a real-time project support portal where fault issues can be reported by the *Client*. This portal can be found at support.revize.com where a user name and password will be required. This project support portal will have an updated status of the completion progress of each issue as determined by *Revize*.

Although each issue is updated when key objectives are met, *Client* may request an update at any time. When *Client* has issues outstanding in this portal, they will check in at least once per week to answer any follow up questions from *Revize*. If there are no outstanding issues this is not required. For a general update request, *Client* will make request notating each outstanding fault they would like an update on. *Revize* will respond with details of current status and return the report to *Client* within 72 hours of receipt of the report.

5. Revize CMS License

5.1 Enterprise Revize CMS License

As part of this agreement Revize Software Systems, LLC. will provide to the CLIENT a full Enterprise Revize CMS Software license. This software is a proprietary software built and maintained by Revize Software Systems LLC. and is intended to allow for the CLIENT to easily update the content of their website. CLIENT agrees that this license will only be used to maintain the websites included in this agreement. Sharing of the content management system, by the CLIENT, with other entities not identified in this agreement is prohibited.

Revize will maintain, update, and host the Revize CMS during the contract period. In the event that the contract is terminated, for any reason, Revize will provide the latest version of the Revize CMS to the CLIENT, provided all payments for the entire length of the contract is fully paid. Notice of termination must be in writings and given to the non-terminating party at least 30 days prior to the effective date of termination. This system will then have the ability to be hosted and used by the CLIENT as long as they wish. Revize will provide reasonable support in transferring the CMS system to the CLIENT's decided upon hosting architecture.

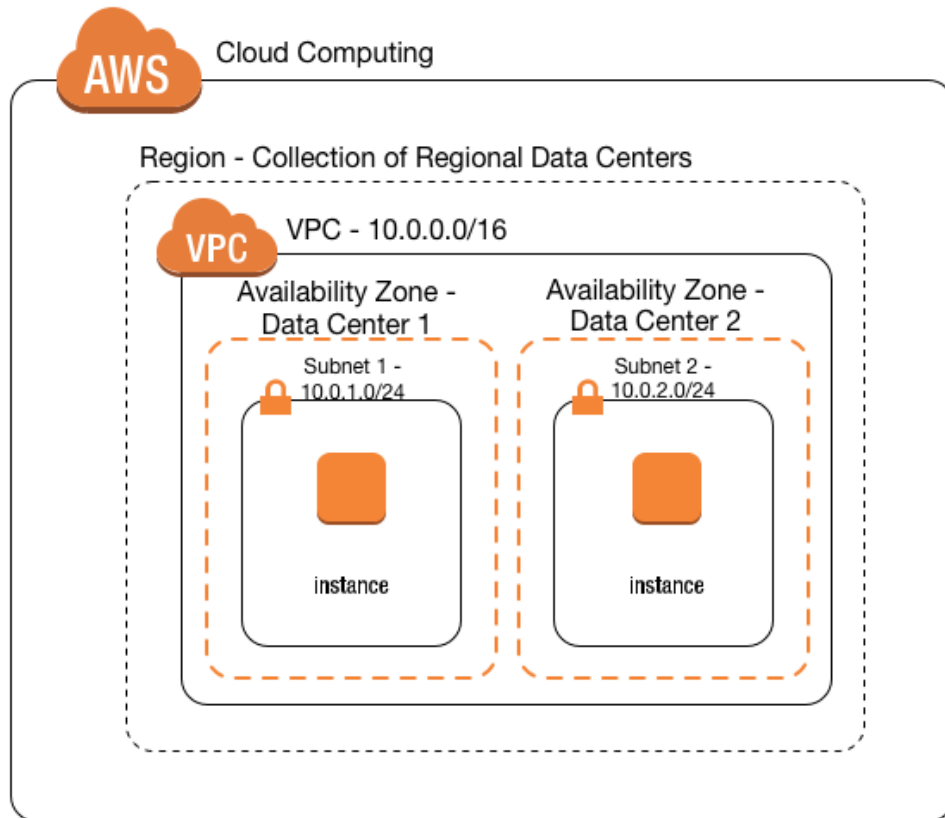
Products Provided to Client Include:

- Revize CMS License
- Hosted Website
- Source Files
- All Included Revize Web Applications

Exhibit A: Revize Server Architecture, Support, and Security

Revize uses Amazon Web Services (AWS) Hosting Infrastructure that is offered in multiple *Regions* in the United States and around the World. Each Region is a separate geographic area completely isolated one from another. AWS Regions are connected to multiple Internet Service Providers (ISPs) and to a private global network backbone to offer lower cost and more consistent cross-region network latency when compared with the public internet

A region has multiple, isolated locations known as *Availability Zones (AZ)*. Availability Zones are inter-connected through low-latency links. A Virtual Private Center (VPC) spans across multiple availability zones.



Revize website are hosted on a Virtual Machine running Windows Server operating system with Internet Information Service (IIS) as a Web Server. Virtual Machine is an EC2 instance in AWS terms is hosted inside a VPC in an availability zone of a pre-selected region. A number of EC2 are provisioned in multiple locations across the United States inside a Virtual Private Center isolated from the Internet and the rest of Amazon Web Services infrastructure to offer faster access to the end-users and to minimize the impact of an outage, whether of a specific EC2 instance, an availability zone or an entire AWS region.

Revize Support and Security Includes the Following*

- 8 AM – 8PM EST Phone Support (Monday thru Friday)
- 24X7X365 Portal and Email Support
- Staff provides assistance and answers all questions
- Dedicated support staff
- New/existing user training
- Free Training Refreshers
- Video tutorials and online training manual
- Automatic integration of enhancements
- E-Newsletter Module support
- Automatic upgrade of CMS modules, such as Calendar, Document Center, etc.
- An average of four CMS upgrades per year
- Software and modules upgrades (automatic install)
- Server hardware and OS upgrades
- Immediate bug fixes/patches
- Round the clock server monitoring
- Data Center Network upgrades
- Security and antivirus software upgrades
- Firewall and router upgrades
- Bandwidth and network infrastructure upgrades
- Remote backup of all website assets
- Regular newsletters on major feature updates
- Regular webinars on CMS features and usage

*The above support services are subject to change without notice.

Revize will integrate the following web applications into your website

The Following Applications & Features will be integrated into Your Website:

In addition to the Government Content Management System that enables non-technical staff to easily and quickly create/update content in the new web site, Revize provides a suite of applications and features specifically designed for municipalities. All of those apps and features are fully described in the following section. The applications and features are grouped into five categories:

Citizen's Communication Center Apps

- Notification Center with Text/Email Alerts
- Bid Posting
- Document Center
- Email Notify
- FAQs
- Job Posting
- Multi-use Business Directory
- News Center with Facebook/Twitter Integration
- Online Forms
- Photo Gallery
- Quick Link Buttons
- Revize Web Calendar
- "Share This" Social Media Flyout App
- Sliding Feature Bar
- Language Translator

Citizen's Engagement Center Apps

- Citizen Request Center with Captcha
- Public Service Request
- Online Interactive Forms with Reservations (Public Records Request App)
- Citizen Connect (Community Blog)
- Online Bill Pay
- Real Estate Finder (Modified Revize Multi-Use Business Directory)
- RSS Feed

Staff Productivity Apps

- Agenda Posting Center
- Job Posting App
- Image Manager
- iCal Integration
- Intranet
- Link Checker
- Menu Manager
- Online Form Builder
- Staff Directory
- Website Content Archiving
- Website Content Scheduling

Site Administration and Security Features

- Audit Trail
- Auto Site Map Generator
- History Log
- URL Redirect Setup
- Roles and Permission-based Security Mode
- Secure Site Gateway
- Unique Login/Password for each Content Editor
- Web Statistics and Analytics
- Workflows by Department

Mobile Device and Accessibility Features

- Font Size Adjustment
- Alt-Tags
- Responsive Website Design (RWD)
- Website ADA Compliance to WCAG 2.1 AA



Town of Fairfield

Health Department

Sands L. Cleary
Director of Health

725 Old Post Road
Fairfield, CT 06824
203-256-3030 (phone)
203-254-8850 (fax)

TO: Board of Selectmen, Board of Finance, RTM

FROM: Sands Cleary, Director of Health

SUBJECT: Request from the Director of Health for an increase in the estimated revenue for State Grants in the amount of \$252,155.11 to cover the cost of Fairfield's continued efforts to further Fairfield Health Department's response to COVID-19 and other emerging infections. Resolved that the First Selectwoman is authorized to make, execute, and approve on behalf of the Town of Fairfield, any and all contracts or amendments thereof with the State of Connecticut Department of Public Health (DPH) to conduct activities described in the Epidemiology and Laboratory Capacity Enhancing Detection Cooperative Agreement with an anticipated contract period of March 1, 2022 – February 29, 2024. These costs are 100% reimbursable.

DATE: May 31, 2022

- I. **Background:** The Health Department is applying for the Epidemiology and Laboratory Capacity Enhancing Detections Cooperative Agreement (ELC) funding with a project period of March 1, 2022 to February 29, 2024. This ELC funding is to continue COVID-19 related work as well as planning for future responses and other communicable disease response related work. While this funding will continue the Covid-19 work of the previous ELC Project Period, which was focused on contact tracing, vaccination and other COVID-19 related activities, the nature of the work during this project period will change as the demands of the pandemic evolve. During this period, it is expected that some vaccination work will continue but that other activity such as contact tracing will transition to case investigation, outbreak response and planning for future responses to infectious disease events will be conducted.
- II. **Purpose & Justification:** This grant provide funding to support the supplemental staffing for the Health Department's continued efforts to respond Covid-19 and to plan for and improve future responses to infectious disease events.
- III. **Detailed Description of Proposal:** These funds will support up to three full-time staff and associated costs to continue the department's response to Covid-19 and to plan for and improve future response efforts. All funding will go toward personnel costs, fringe benefits and office supplies with no durable materials or equipment being purchased.

Proposed Budget

Salary and Wages	One FT Covid-19 Program Coordinator and 2 Covid-19 Program Associates for approximately 20 months	\$240,030
Fringe Benefits	Est. Fringe 5%	\$12,001.50
Office Supplies	Paper, pens, etc	\$123.61
Total		\$252,155.11

- IV. **Reliability of Estimated Cost:** Cost estimates were calculated in a manner similar to the numerous other grants the department has received and continues to manage. The department in conjunction with the Human Resources and Finance Department develops cost estimates. The Finance Department reviews the final application, the contract and all expenditure reports, as does the State Department of Public Health.
- V. **Increased Efficiency:** This funding source will provide staffing to continue our efforts in responding to the Covid-19 pandemic, to plan for future events and to expand upon our infectious disease response capability. These funds will enable planning and implementation of improved systems for the department.
- VI. **Additional Long-Range Costs:** We do not anticipate and long-range costs as all funds will be used to cover personnel cost with no materials or equipment will be purchased with these funds. Once the grant project period concludes all positions will end.
- VII. **Additional Use or Demand on Existing Facilities:** We do not anticipate additional burdens to be placed upon existing facilities, service labor, utilities, etc. as a result of this request. Adequate facilities/office space is available to support the staff of this grant.
- VIII. **Alternates to this request:** This is the primary funding source available to local health departments to continue the work related to Covid-19 and other infectious disease planning. If these funds were not obtained the work would fall to existing Health Department staff. Other federal funding related to recruiting, training and retaining volunteers was also applied for and awarded, which will help with future response efforts.
- IX. **Safety and Loss Control:** Same considerations/precautions as other office based staff currently employed by the Health Department.
- X. **Environmental Considerations:** None.
- XI. **Insurance:** No effect on insurance rates.
- XII. **Financing:** There are no matching funds required for this grant. In addition, there are no capital or equipment expenditures to be financed, nor any ongoing maintenance costs. The cost of activities to be provided by this grant consist of personnel costs only all of which will be funded by the ELC grant. Once the grant period concludes, all ELC grant funded positions will end (coordinated with HR).
- XIII. **Other Considerations:** N/A.
- XIV. **Other Approvals:** Board of Selectmen, Board of Finance and RTM.



Town of Fairfield Health Department

Sands L. Cleary
Director of Health

725 Old Post Road
Fairfield, CT 06824
203-256-3030 (phone)
203-254-8850 (fax)

TO: Board of Selectmen, Board of Finance, RTM

FROM: Sands Cleary, Director of Health

SUBJECT: Request from the Director of Health for an increase in the estimated revenue for Federal Grants in the amount of \$50,000 to cover the cost of Fairfield's continued efforts to further develop the Fairfield Medical Reserve Corps (FMRC) and to continue to promote the integration of the MRC unit into the local public health and emergency response system. Resolved that the First Selectwoman, is authorized to make, execute, and approve on behalf of the Town of Fairfield, any and all contracts or amendments thereof with the National Association of County and City Health Officials (NACCHO) to conduct activities described in the NACCHO-MRC RISE Award with an anticipated contract period of May 1, 2022 – December 21, 2022. These costs are 100% reimbursable.

DATE: May 31, 2022

I. Background: On February 8th, 2022 the National Association of County and City Health Officials (NACCHO) MRC team announced the availability of capacity-building funding for local MRC units, through its cooperative agreement with the U.S. Department of Health and Human Services (HHS), Office of the Assistant Secretary for Preparedness and Response (ASPR). Funding in the amount of \$50,000 per MRC unit was applied for and will be awarded to the Fairfield Medical Reserve Corps. The MRC COVID-19 Respond, Innovate, Sustain, and Equip (RISE) Awards are intended to provide resources to the MRC network to support COVID-19 response efforts. The funding will prioritize building capacity for the FMRC to respond, sustain staffing requirements, and be equip with resources needed to support our mission.

The role of the Fairfield Medical Reserve Corps (FMRC) is to assist the Fairfield Health Department in times of public health emergencies such as mass dispensing of vaccines or antibiotics. The Fairfield MRC also provides support for mass care and shelter needs for Fairfield residents. The unit has a total of 294 volunteers that support medical and non-medical functions in successfully responding to events.

II. Purpose & Justification: The ability for any community to respond to a large-scale public health emergency and COVID-19 related efforts, which may involve mass dispensing of vaccine or antibiotics or conducting psychological first aid. This will require the assistance of numerous medical and non-medical volunteers. Having well-trained and credentialed volunteers as well as the ability to efficiently contact and mobilize them is critical to the success of any response. The Fairfield Medical Reserve Corps and the Fairfield Health Department are able to meet the capacities on the behalf of Fairfield.

III. Detailed Description of Proposal: Consistent with guidance provided in the award application materials we propose to utilize the funding to continue our efforts in the following areas:

- Hire part-time temporary MRC coordinators to manage volunteer trainings, recruitments, and onboarding process.

- Develop initial orientation and on-demand orientation training videos and events (ICS, shelter management, psychological first aid, mass dispensing, and POD support).
- Recruitment and onboard new volunteers to support ongoing COVID-19 response activities.
- Conduct administrative onboarding and background screening of new and current MRC volunteers utilizing the State’s new CT Responds volunteer management database.
- Conduct recruitment campaign to target non-medical and medical volunteers, requiring advertisements.
- Safeguard volunteers for deployment by distributing personal protective gear and deployment gear.
- Issue identification cards to all volunteers.

Proposed Budget

Part-time MRC coordinators with FICA benefits (1.45%)	PT staff to help assist with MRC capabilities such as recruiting volunteers and conducting trainings (\$25/hr. for a total of 682.5 hrs.)	\$34,576
MRC Deployment Materials and Office Supplies	Costs of office supplies, training materials, printing materials, MRC deployment gear (vests, lab coats)	\$13,189
Travel	Cost of travel (to trainings, pick up supplies, etc.) for a total of 750 miles at \$0.58/mile	\$435
Advertisements	Recruit MRC volunteers on social media platforms and by newsletter for the grant period months	\$1,800
Total		\$50,000

- IV. Reliability of Estimated Cost:** The Fairfield Health Department manages hundreds of thousands of dollars of grant funds each year and has managed numerous MRC grants from both the State of CT and NACCHO since the FMRC was first established in March of 2005. We have funded training activities and technical improvements and upgrades related to our volunteers. This history we believe provides us with a reliable estimate of the costs to be incurred.
- V. Increased Efficiency:** The objective is to build the capacity of trained and prepared volunteers, maintain staffing to meet operational requirements, and equip volunteers with supplies and deployment needs. This will support COVID-19 response efforts and help the community stay healthy.
- VI. Additional Long-Range Costs:** None.
- VII. Additional Use or Demand on Existing Facilities:** The Bigelow Center may be used to conduct trainings.
- VIII. Alternates on this request:** Funds are available to all eligible MRC units in US.
- IX. Safety and Loss Control:** None.
- X. Environmental Considerations:** None.
- XI. Insurance:** None.
- XII. Financing:** 100% reimbursable by the 2022 MRC RISE Award.
- XIII. Other Considerations:** None.
- XIV. Other Approvals:** Board of Selectmen, Board of Finance, RTM.



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

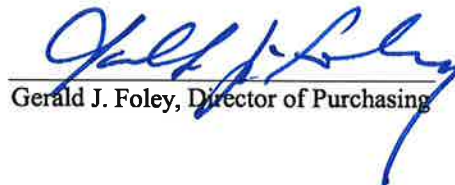
(203) 256-3060
FAX (203) 256-3080

Award Recommendation Resolution:

On Thursday, 12 May 2022, the Purchasing Authority recommended an award of bid number 2022-54 Bathroom Renovations for the Fairfield Fire Department, to Bismark Construction, Milford, CT, for the lump sum amount of \$272,000.00, to provide labor, materials, equipment, and all else necessary to perform the Bathroom Renovation at Fire Station 2, 600 Jennings Road, based on the bid specifications.

The award of this contract to Bismark Construction may be subject to the review and approval of the Board of Selectman.


Brenda L. Kupchick, First Selectwoman


Gerald J. Foley, Director of Purchasing

BID # 2022-54
 Bathroom Renovations for the Fairfield Fire
 DESC Department
 DATE 5/3/2022
 TIME 11:00 AM

Town of Fairfield - Bid Results

		Bismark Construction Milford, CT	Titan Enterprises Inc. Ansonia, CT	Diversity Construction Group Wallingford, CT
Item 1.	Fire Station 1: Three (3) Main Bathrooms- Base Bid: Lump Sum for all work involved	\$ 405,000.00	\$ 304,500.00	\$ 312,000.00
Deduct Item 1.	Toilets 1-204 and 1-212	\$ (35,185.00)	\$ (9,400.00)	\$ (12,000.00)
Item 2.	Fire Station 2: Base Bid: Lump Sum for all work involved	\$ 272,000.00	\$ 340,340.00	\$ 346,000.00
Item 3.	Fire Station 5: Base Bid: Lump Sum for all work involved	\$ 320,000.00	\$ 279,400.00	\$ 280,000.00
	Total Base Bid	\$ 997,000.00	\$ 924,240.00	\$ 938,000.00
	Unanticipated Remediation (Additional to Scope of Services- Asbestos	NA	NA	NA
	Unanticipated Remediation (Additional to Scope of Services- Lead	NA	NA	NA
	Material Mark-up over cost for any additional work where requested	15%	20%	15%



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

BID #2022-54

Bathroom Renovations for the Fairfield Fire Department

TOWN OF FAIRFIELD
PURCHASING AUTHORITY
725 OLD POST ROAD
INDEPENDENCE HALL
FAIRFIELD, CT 06824.

Date Submitted May 3, 2022 2022

SEALED BIDS are subject to the standard instructions set forth on the attached sheets. Any modifications must be specifically accepted by the Town of Fairfield, Purchasing Authority.

Bidder:

Bismark Construction Co., Inc.
Doing Business As (Trade Name)

100 Bridgeport Avenue
Address

Milford, CT 06460
Town, State, Zip

Gregory M. Raucci - President
(Mr/Ms) Name and Title, Printed

[Signature]
Signature

203-876-8331 / 203-876-8425
Telephone Fax

GMRaucci@BismarkConstruction.com
E-mail

[Signature]
First Selectwoman
[Signature]
Director of Purchasing
03/30/2022
Date

Sealed bids will be received by the Purchasing Authority at the office of the Director of Purchasing, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut 06824, up to:

11:00am, Tuesday, 3rd May, 2022

To provide labor, materials, equipment and all else necessary to complete the bathroom renovations in three (3) Fairfield Fire Houses as detailed in the attached specifications.

NOTES:

1. Bidders are to complete all requested data in the upper right corner of this page and must return this page and the Proposal page with their bid.
2. No bid shall be accepted from, or contracts awarded to, any person/company/affiliate or entity under common control who is in arrears to the Town of Fairfield upon debt, or contract or who has been within the prior five (5) years, a defaulter as surety or otherwise upon obligations to the Town of Fairfield, and shall be determined by the Town.
3. Bid proposals are to be submitted in a sealed envelope and clearly marked "BID #2022-54" on the outside of the envelope, including all outer packaging, such as, DHL, FedEx, UPS, etc.
4. Bid proposals are not to be submitted with plastic binders or covers, nor may the bid proposal contain any plastic inserts or pages.

INVITATION TO BID

The Town of Fairfield (Town) on behalf of the Fairfield Fire Department (FFD) and the Department of Public Works (DPW) is seeking competitive bids from qualified contractors to provide all materials, labor and equipment necessary to complete multiple bathroom renovations at three (3) fire houses as specified. The three fire houses that will be renovated are: Fire Station #1 located at 140 Reef Road, Fire Station #2 located at 600 Jennings Road, and Fire Station #5 located at 3965 Congress Street.

PRE-BID MEETING

A site meeting will commence at **10:00 am**, 140 Reef Road, Fairfield, Connecticut on **Tuesday, 12th April, 2022**, for prospective bidders to scope the conditions.

- While the meeting is non-mandatory, prospective bidders will be required to sign-in at commencement of the meeting. The sign-in sheet will be posted on the Purchasing Department website as below. Copies will not be made available at the meeting, nor will they be faxed out.
- All requests for information will be answered in writing as specified below under Addenda.

ADDENDA / REQUESTS FOR INFORMATION (RFI)

Addenda concerning important information and/or modifications to specifications will be posted on the Fairfield Purchasing Department website at <https://fairfieldct.org/bids>

- It is each Bidder's sole responsibility to monitor the above website for all updated information.
- Addenda will not be mailed, e-mailed or faxed out.
- Written requests for information will not be accepted after **12:00pm on Thursday, 21st April, 2022**.
- Verbal requests for information via phone or other means will not be accepted.
- Failure to comply with these conditions will result in the bidder waiving the right to dispute bid specifications and conditions, no exceptions.

Questions concerning this bid must be submitted in writing and directed only to:

Corinne Dyer, Senior Buyer
cdyer@fairfieldct.org

Response will be in the form of an addendum that will be posted approximately 25th April, 2022 to the Town of Fairfield website, which is www.fairfieldct.org. It is the responsibility of each bidder to retrieve addenda from the website. Any contact about this bid between a Bidder and any other Town official and/or department manager and/or Town of Fairfield employee, other than as set forth above, may be grounds for disqualification of that Bidder. No questions or clarifications shall be answered by phone, in person or in any other manner than specified above.

REQUIREMENTS

- A. Any sizes or estimate of quantities as shown on drawings are approximate and are not guaranteed in any respect. Prospective bidders are to visit the site to verify scope of the work, measurements, quantities, etc., prior to bidding. The Town reserves the right at all times to increase or decrease the amount of work if deemed in its best interest.
- B. Price is to include all labor, materials, tools, equipment, plant, mobilization, permits, insurances, etc., required to properly complete the project.
- C. The Town of Fairfield reserves the right to award the bid with multiple items:
 - to more than one bidder, based on meeting the item(s) specification, cost, availability, or any combination of these criteria;
 - to a single bidder who meets the specifications for all items, and offers the best combination of lowest cost, best availability, and broadest product range;
 - and may add, subtract or delete any item and/or quantity as deemed in the best interest of the Town.
- D. The Bidder must not discriminate, nor permit discrimination, against any person on the grounds of race, color, national origin, religion, sex, handicap, or veteran status, in their employment practices, in any of their contractual

arrangements, in all service and accommodations they offer to the public, and in any of their other business operations.

- E. The successful bidder MUST secure all required permits (local, state, federal) prior to commencing work on the site.
- F. The awarded Contractor will have access to the site immediately upon award of contract and all work must be completed in a timely manner. Time is of the essence. All work time must be coordinated with the Project Engineer.
- G. Award of the project, either partial or in its entirety, is contingent upon funding approval by the applicable boards of the Town of Fairfield, including state and federal agencies.
- H. **The Contract length: All three stations shall be substantially complete and operational by September 1st, 2022, funding permitting.**
- I. **If total project exceeds \$100,000 per site prevailing wage rates shall apply.**
- J. **Upon Award, all bidding documents shall constitute a legal contract including but not limited to the following; Bid Invitation, Addendum, CT DOL Prevailing Wage Documents, Award Resolution, Town Purchase Order, and AIA Contract or equivalent when applicable.**
- K. In the instance the Contactor discovers unanticipated hazardous material, whether it be in nature or capacity, the Town reserves the right to terminate the Contract and regain possession of the project site.

ENCLOSURES

Project Manual and Drawings provided by Christopher Williams Architect.

DETAILED SCOPE OF WORK

- The awarded Contractor shall be responsible for supplying all materials and labor to complete the project in accordance with the plans and specifications detailed in the Project Manual and Drawings.
- The awarded Contractor shall obtain access to the sites immediately once award resolution and contract is executed, as well as required insurance documentation is obtained by the Purchasing Department.
- The Awarded Contractor shall be responsible for filing a Building Permit with the Town of Fairfield Building Department. All fees will be waived, with the exclusion of the State Education Fee.
- All plans and specifications are detailed in the attached Project Manual and Drawings provided by Christopher Williams Architect.
- Pricing for this work shall be broken down into three (3) locations; Fire Station 1- 140 Reef Road, Fire Station 2- 600 Jennings Road, and Fire Station 5- 3965 Congress Street.
- Pricing shall be a Lump Sum amount for each of the three (3) locations. Note: The Town of Fairfield reserves the right to award the bid with multiple items: to more than one bidder, based on meeting the item(s) specification, cost, availability, or any combination of these criteria.
- There shall be a Deduct Alternate for Toilets 1-204 and 1-212 - Fire Chief and Fire Marshall Restrooms. The full specification for these two (2) restrooms shall be included in the Base Bid for Fire Station 1, per the plans and specifications.
- Deduct Alternate No. 1 shall include all materials and labor, should the Town choose to eliminate Toilets 1-204 and 1-212 from the scope of work.
- The Deduct value shall encompass all work involved for 1-204 and 1-212 as detailed below:

TOILETS 1-204 & 1-212

- A. REMOVE EXISTING AND PROVIDE NEW PLUMBING FIXTURES PER PLUMBING DRAWINGS.
- B. REMOVE EXISTING AND PROVIDE NEW CEILING MOUNTED LIGHTING FIXTURE(S)
- C. REMOVE EXISTING AND PROVIDE NEW TOILETS ACCESSORIES
- D. PAINT EXISTING METAL CONVECTOR COVER (1.204) & BASEBOARD RADIATION (1-212)
- E. REMOVE EXISTING CERAMIC TILE WAINSCOTING AND PLASTER SUSTRATE. INSTALL CEMENTITIOUS BACKER PANELS AND PATCH EXISTING ADJACENT PLASTER AFFECTED BY DEMOLITION WORLD. PROVIDE FULL HEIGHT CERAMIC WALL TILE AND BASE.
- F. REMOVE EXISTING CERAMIC FLOOR TILE. PROVIDE NEW CERAMIC WALL TILE.
- G. REMOVE EXISTING METAL TOILET COMPARTMENT.

BID PROPOSAL FORM (1 of 2)

PROPOSAL TO: Town of Fairfield, Purchasing Department
 First Floor, Sullivan Independence Hall
 725 Old Post Road, Fairfield, Connecticut 06824

I, Gregory M. Raucci - Bismark Construction Co., Inc. have received the following contract documents,

1. BID Document #2022-54,
2. Posted addenda (if any) numbered 1 thru 2, posted at www.fairfieldct.org/purchasing.htm

and have included their provisions in my Proposal. I shall provide all labor, materials, equipment, technical service, insurances, warranties, applicable taxes and licenses, etc., to supply and deliver materials as specified:

Item 1.) Fire Station 1: Three (3) Main Bathrooms

Base Bid: Lump Sum for all work involved \$ 405,000.00

Deduct Item #1) Toilets 1-204 and 1-212 as detailed in Invitation to bid (\$ -35,185.00)

Item 2.) Fire Station 2:

Base Bid: Lump Sum for all work involved \$ 272,000.00

Item 3.) Fire Station 5:

Base Bid: Lump Sum for all work involved \$ 320,000.00

Total for all work involved (Base Bid Items 1, 2, and 3) \$ 997,000.00

Voluntary Alternate: Construct All 3 Firehouses at the Same Time Deduct \$ 30,000.00

Unit Costs

1. Unanticipated Remediation (Additional to Scope of Services/Base Bid as detailed in Project Manual)

Asbestos Remediation \$ N/A / Square Foot
 Lead Remediation \$ N/A / Square Foot

2. Material Mark-up over cost for any additional work where requested 15 %

BID PROPOSAL FORM (1 of 2)

	Fire Station #1	Fire Station #2	Fire Station #5
Contract length after Procurement of Materials. Many items have long lead times. receipt of written notice to proceed/purchase order.	5 Weeks	5 Weeks	5 Weeks
Schedule Of Values			
General Requirements	\$ 28,640.00	\$ 28,640.00	\$ 28,640.00
Existing Conditions/ Demolition	\$ 21,123.00	\$ 24,500.00	37,662.00
Concrete			
Masonry			
Woods & Plastics	\$ 2,642.00	\$ 600.00	\$ 1,515.00
Thermal and Moisture Protection	\$ 150.00	\$ 150.00	\$ 150.00
Doors and Windows	\$ 5,678.00	\$ 7,570.00	\$ 9,463.00
Finishes	\$ 103,631.00	\$ 56,771.00	\$ 61,234.00
Specialties	\$ 10,096.00	\$ 12,904.00	\$ 9,304.00
Furnishings			
Fire Protection		\$ 6,000.00	\$ 7,900.00
Plumbing	\$ 52,255.00	\$ 37,760.00	\$ 21,175.00
HVAC	\$ 110,000.00	\$ 32,000.00	\$ 80,000.00
Electrical	\$ 30,855.00	\$ 38,300.00	\$ 30,845.00
General Conditions	\$ 32,858.00	\$ 22,130.00	\$ 26,584.00
Bonds	\$ 4,243.00	\$ 2,805.00	\$ 3,317.00
Insurance	\$ 2,829.00	\$ 1,870.00	\$ 2,211.00

The Town has the right to add or remove items and/or quantities from this bid. Unbalanced bids will not be accepted. The Town of Fairfield reserves the right to award the bid with multiple items:

- a) To more than one bidder, based on meeting the item(s) specification, cost, availability, or any combination of these criteria;

- b) To a single bidder who meets the specifications for all items, and offers the best combination of lowest cost, best availability, and broadest product range;
- c) May add, subtract or delete any item and/or quantity as deemed in the best interest of the Town.
- d) All pricing shall include the cost of labor, materials, equipment, tools, mobilization, incidentals, delivery, (where not waived by the Town), licenses, overhead and profit, taxes (except from which the Town is exempt) and insurances.

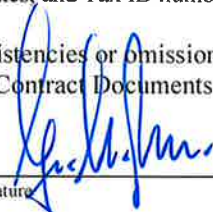
CHECKLIST

The following must be submitted with proposal:

- Cover page, completed and signed.
- Addenda acknowledged per Item 2 on Bid Proposal Form, or
- Signed and submitted with modified pricing if requested.
- List of references where projects performed of comparable size and scope within the past three years.
- Schedule of values.
- List of all sub-contractors identifying each trade, hourly rates, and Tax ID number.

The Bidder hereby certifies that any and all defects, errors, inconsistencies or omissions of which he/she is aware, either directly or by notification from any sub-bidder or material supplier found in the Contract Documents are listed herewith in this Bid Form.

Gregory M. Raucci - President
Name and Title of Authorized Representative (Printed)


Signature

May 3, 2022
Date

**PURCHASING AUTHORITY
TOWN OF FAIRFIELD
INSTRUCTIONS FOR BIDDERS
TERMS AND CONDITIONS OF BID**

BID PROPOSALS

Bid proposals are to be submitted in a sealed envelope and clearly marked on the outside “BID #2022-54” including all outer packaging such as DHL, FedEx, UPS, etc. All prices and notations must be printed in ink or typewritten. No erasures are permitted. Bid proposals are to be in the office of the Purchasing Authority, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut, prior to date and time specified, at which time they will be publicly opened.

RIGHT TO ACCEPT / REJECT

AFTER REVIEW OF ALL FACTORS, TERMS AND CONDITIONS, INCLUDING PRICE, THE PURCHASING AUTHORITY OF THE TOWN OF FAIRFIELD RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, OR ANY PART THEREOF, OR WAIVE DEFECTS IN SAME, OR ACCEPT ANY PROPOSAL DEEMED TO BE IN THE BEST INTEREST OF THE TOWN OF FAIRFIELD.

QUESTIONS

Questions concerning conditions, bidding guidelines and specifications should only be directed in writing to:

Ms. Corinne M. Dyer, Senior Buyer: CDyer@fairfieldct.org

Inquiries must reference date of bid opening, requisition or contract number, and must be received no later than as indicated in the bid documents prior to date of bid opening. Failure to comply with these conditions will result in the bidder waiving the right to dispute the bid specifications and conditions.

PRICES

Prices quoted must be firm, for acceptance by the Town of Fairfield, for a period of ninety (90) days. Prices shall include all applicable duties. Bidders shall be required to deliver awarded items at prices quoted in their original bid.

F.O.B. DESTINATION

Prices quoted shall be Net – Delivered to destination. Bids quoting other than F.O.B. Destination may be rejected.

BID BOND

The BID BOND furnished, as bid security, must be duly executed by the bidder as principal. It must be in the amount equal to five percent (5%) of the total estimated bid, as guarantee that, in case the contract is awarded to the bidder, the bidder will, within ten days thereafter, execute such contract and furnish a Performance Bond and Payment Bond.

Small businesses may elect to obtain an irrevocable letter of credit or cashier’s check in lieu of the Bid Bond. Such surety must also be in an amount equal to at least five percent (5%) of the total estimated bid.

All bid bonds shall be written by a surety company or companies licensed in the State of Connecticut, and shall have at least an A-VII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if an approved surety bond cannot be provided, the bidder shall be deemed non-responsive.

A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website: https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm

NOTE: Failure to provide a Bid Bond or equivalent security is not cause for a waiver defect. Any bid not accompanied by such security will be excluded from consideration.

PERMITS

The contractor will be responsible for securing all necessary permits, state and local, as required by the Town of Fairfield. The Town will waive its application and permit fees for Town of Fairfield projects.

PAYMENT PROCEDURES

No voucher, claim or charge against the Town shall be paid without the approval of the Fiscal Officer for correctness and legality. Appropriate checks shall be drawn by the Fiscal Officer for approved claims or charges and they shall be valid without countersignature unless the Board of Selectmen otherwise prescribed.

PAYMENT PERIOD

The Town of Fairfield shall put forth its best effort to make payment within thirty days (30) after delivery of the item acceptance of the work, or receipt of a properly completed invoice, whichever is later. Payment period shall be net thirty days (30) unless otherwise specified. For projects that do not require a performance or bid bond, The Town of Fairfield reserves the right to retain five percent (5%) of total bid amount, which is payable ninety (90) days after final payment or acceptance of the work.

THE CONTRACTOR

The Contractor for the work described shall be thoroughly familiar with the requirements of all specifications, and the actual physical conditions of various job sites. The submission of a proposal shall be construed as evidence that the Contractor has examined the actual job conditions, requirements, and specifications. Any claim for labor, equipment, or materials required, or difficulties encountered which could have been foreseen had such an examination been carefully made will not be recognized.

ASSIGNMENT OF CONTRACT

No contract may be assigned or transferred without the consent of the Purchasing Authority.

AWARD OF BIDS

Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications, except as otherwise specified in the invitation. If more than one item is specified in the invitation, the Town of Fairfield reserves the right to determine the low bidder on an individual basis or on the basis of all items included in the Invitation for Bids, unless otherwise expressed by the Town. Additionally, the Town reserves the right to consider other factors in an award, such as the Town's prior experience with a vendor for services previously provided.

PERFORMANCE AND LABOR AND MATERIAL BOND

The successful bidder, within seven (7) business days after notification of award, will be required to furnish Performance and Labor and Material Bond provided by a company authorized to issue such bonds in the State of Connecticut, or Certified Check or properly executed Irrevocable Letter of Credit equal to a hundred per cent (100%) of the award.

In the event that the Contractor where required to provide evidence of insurance and a performance bond does not do so before beginning work, the Town of Fairfield reserves the right to withhold payment from such supplier until the evidence of insurance and performance bond has been received by the Town.

All payment and performance bonds shall be written by a surety company or companies licensed to issue bonds in the State of Connecticut, and shall have at least an A-VIII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if approved surety bonds cannot be provided the contract shall be terminated.

A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website: https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm

BOND REQUIREMENT – NON-RESIDENT CONTRACTORS

1. Non-resident contractors are required to deposit with the Department of Revenue Services a sum equivalent to 5% of the total contract value, as assurance that personal property taxes and/or any other State taxes assessed and due the State during the contract will be paid.
2. If this surety is not deposited with the State, the Town is required to deduct and submit to the State 5% of the total contract value.

GUARANTEE

Equipment, materials and/or work executed shall be guaranteed for a minimum period of one (1) year against defective material and workmanship. The cost of all labor, materials, shipping charges and other expenses in conjunction with the replacement of defective equipment, and/or unsatisfactory work, shall be borne by the Contractor.

CATALOGUE REFERENCE

Unless expressly stated otherwise, any and all reference to commercial types, sales, trade names and catalogues are intended to be descriptive only and not restrictive; the intent is to indicate the kind and quality of the articles that will be acceptable. Bids on other equivalent makes, or with reference to other catalogue items will be considered. The bidder is to clearly state exactly what will be furnished. Where possible and feasible, submit an illustration, descriptive material, and/or product sample.

INSURANCE

A. The Town of Fairfield is requiring insurance coverage as listed below for this work.

Note: The term "General Contractor" (hereinafter called the "Contractor") shall also include their respective agents, representatives, employees and subcontractors; and the term "Town of Fairfield" (hereinafter called the "Town") shall include their respective officers, agents, servants, officials, employees, volunteers, boards and commissions.

Note: The term "Town of Fairfield" or "Town" is to be taken to mean Town of Fairfield and the Fairfield Board of Education when the project includes the Board of Education.

At least five days before the Contract is executed and prior to commencement of work there under the Contractor will be required to submit to the Town of Fairfield, Risk Manager, 725 Old Post Road, Fairfield, CT 06824 a certificate of insurance, executed by an authorized representative of the insurance company, satisfactory to the Town's Risk Manager and in an acceptable form. The Town always reserves the right to reject insurance companies, if approved insurance policies cannot be provided the contract shall be terminated.

INSURANCE RIDER

Without limiting the Contractor's liability, the Contractor shall provide and maintain in full force and effect at all times until all work required by the contract has been fully completed, except that Products/Completed Operations coverage shall be maintained for five (5) years, insurance coverage related to its services in connection with the project in compliance with the following requirements.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the Town from requiring additional limits and coverage to be provided under the Contractor's policies.

B. Minimum Scope and Limits of Insurance:

Worker's Compensation Insurance:

- In accordance with the requirements of the laws of the State of Connecticut.
- Five hundred thousand dollars (\$500,000) Employer Liability each accident.
- Five hundred thousand dollars (\$500,000) Employer Liability each employee by disease.
- Five hundred thousand dollars (\$500,000) Employer Liability policy limit coverage for disease.

Commercial General Liability Insurance:

- Bodily Injury, Personal Injury and Property Damage one million dollars (\$1,000,000) each occurrence, two million dollars (\$2,000,000) aggregate.
- Products/Completed Operations one million dollars (\$1,000,000) each occurrence, two million dollars (\$2,000,000) aggregate.

Automobile Liability Insurance:

- A combined single limit of one million dollars (\$1,000,000). This policy shall include all liability of the Contractor arising from the operation of all self-owned motor vehicles used in the performance of the Contract; and shall also include a "non-Ownership" provision covering the operation of motor vehicles not owned by the Contractor, but used in the performance of the work, and, rider CA9948 or equivalent

Pollution Liability:

- One million dollars (\$1,000,000) each occurrence, one million dollars (\$1,000,000) aggregate.

Umbrella/Excess Liability Insurance:

- Five million dollars (\$5,000,000) each occurrence, five million dollars (\$5,000,000) aggregate. Such coverage must be follow form over Worker's Compensation, Commercial General Liability, Pollution Liability and Automobile Liability.

Indemnification: The Contractor shall defend, indemnify and save harmless the Town and its officers, agents, servants, officials, employees, volunteers, boards and commissions from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses of any nature, including attorneys' fees, on account of bodily injury, sickness, disease, death or any other damages or loss sustained by any person or persons or injury or damage to or destruction of any property, directly or indirectly arising out of, relating to, or in connection with the work called for in the Contract, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence, fault or contractual default of the Contractor, its officers, agents, servants or employees, any of its sub-contractors, the Town, any of its respective officers, agents, servants, officials, employees, volunteers, boards and commissions and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false, or fraudulent, and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, provided, however, that the Contractor shall not be required to indemnify the Town, its officers, agents, servants, officials, employees, volunteers, boards and commissions, against any such damages occasioned solely by acts or omissions of the Town, its officers, agents, servants, officials, employees, volunteers, boards and commissions, other than supervisory acts or omissions of the Town, its officers, agents, servants, officials, employees, volunteers, boards and commissions, in connection with the work called for in the Contract.

"Tail" Coverage: If any of the required liability insurance is on a claims-made basis, "tail" coverage will be required at the completion of this contract for a duration of 36 months, or the maximum time period reasonably available in the marketplace. The Contractor shall furnish certification of "tail" coverages described or continuous "claims made" liability coverage for 36 months following Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this Contract. If continuous "claims made" coverage is used, the Contractor shall be required to keep the coverage in effect for duration of not less than 36 months from the end of the Contract.

Acceptability of Insurers: The Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an A.M. Best rating of A- XV or otherwise acceptable by the Town's Risk Manager.

Subcontractors: The Contractor shall require subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance/Fiduciary Liability, unless Errors and Omissions/Professional Liability/Fiduciary Liability insurance is applicable to the work performed by the subcontractor. All Certificates of Insurance shall be provided to and approved by the Town's Risk Manager prior to the commencement of work, as required herein.

Aggregate Limits: It is agreed that the Contractor shall notify the Town when fifty percent (50%) of the aggregate limits are eroded during the contract term. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. The premium shall be paid by the Contractor.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to, and approved by, the Town. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify. Under no circumstances will the Town be responsible for paying any deductible or self-insured retentions related to this Contract

Notice of Cancellation or Non-renewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to the Town, (provided ten (10) days' prior written notice shall be sufficient in the case of termination for nonpayment).

Waiver of Governmental Immunity: Unless requested otherwise by the Town, the Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the Town.

Additional Insured: The liability insurance coverage, except Errors and Omissions, Professional Liability or Workers Compensation, if included, required for the performance of the Contract shall include the Town as Additional Insured but only with respect to the Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance and contain no special limitations on the scope of protection afforded to the Town of Fairfield. The Town and/or its representative retain the right to make inquiries to the Contractor, its agents or broker and insurer directly.

Waiver of Subrogation: A waiver of subrogation in favor of the Town is required on all policies.

Waiver/Estoppel: Neither approval by the Town nor failure to disapprove the insurance furnished by the Contractor shall relieve the Contractor of the Contractor's full responsibility to provide insurance as required under this Contract.

Contractor's Insurance Additional Remedy: Compliance with the insurance requirements of this Contract shall not limit the liability of the Contractor or its Sub-Contractors/Firms, employees or agents to the Town or others. Any remedy provided to the Town shall be in addition to, and not in lieu of, any other remedy available under this Contract or otherwise.

Certificate of Insurance: As evidence of the insurance coverage required by this Contract, the Contractor shall furnish Certificate(s) of Insurance to the Town's Risk Manager prior to the award of the Contract if required by the Bid document, but in all events prior to Contractor's commencement of work under this Contract. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insured (or Loss Payees). The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring certificates shall be filed thirty (30) days prior to expiration. The Town reserves the right to require complete, certified copies of all required policies at any time. All insurance documents required should be mailed to Town of Fairfield, Chief Financial Officer, 725 Old Post Road, Fairfield, CT 06824 and Town of Fairfield, Risk Manager, 725 Old Post Road, Fairfield, CT 06824.

OSHA

The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with Federal and State of Connecticut OSHA standards. The successful bidder will agree to indemnify and hold harmless the Town of Fairfield for any and all damages that may be assessed against the Town.

LIFE CYCLE COSTING

Where applicable, Life Cycle Costing will be used as a criterion for awarding bids. This is a method of calculating total cost of ownership of an item over the life of the product, which may include operation and maintenance expenses, transportation, salvage value, and/or disposal costs.

FEDERAL, STATE, AND LOCAL LAWS

All applicable Federal, State and local laws, 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. If the total amount of the project, including any current or future change orders, exceeds \$100,000.00 all work is to be done in accordance with Connecticut Department of Labor (CT-DOL) rules and regulations. More information may be obtained from: www.ctdol.state.ct.us

The Davis-Bacon and Related Acts, shall apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. More information may be obtained from: <https://www.dol.gov/whd/govcontracts/dbra.htm>

NOTE: The Town shall apply the most current wage decision applicable at the time of contract award.

CONFLICT OF INTEREST

No officer or employee or member of any elective or appointive board, commission or committee of the Town, whether temporary or permanent, shall have or acquire any financial interest gained from a successful bid, direct or indirect, aggregating more than one hundred dollars (\$100.00), in any project, matter, contract or business within his/her jurisdiction or the jurisdiction of the board, commission, or committee of which he/she is a member. Nor shall the officer / employee / member have any financial interest, direct or indirect, aggregating more than one hundred dollars (\$100.00) in any contract or proposed contract for materials or services to be furnished or used in connection with any project, matter or thing which comes under his/her jurisdiction or the jurisdiction of the board, commission, committee of which he/she is a member.

NON-WAIVER CLAUSE

The failure by the Town to require performance of any provision of this bid shall not affect the Town's right to require performance at any time thereafter, nor shall a waiver of any breach or default of a contract award constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

ATTORNEY FEES

In the event of litigation relating to the subject matter of this bid document or any resulting contract award, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

SCOPE OF WORK/SITE INSPECTIONS

The bidder declares that the scope of the work has been thoroughly reviewed and any questions resolved (see above for name and number of individual to contact for questions). If applicable, the bidder further declares that the site has been inspected as called for in the specifications (q.v.).

EXCEPTION TO SPECIFICATIONS

No protest regarding the validity or appropriateness of the specifications or of the Invitation for Bids will be considered, unless the protest is filed in writing with the Purchasing Authority prior to the closing date for the bids. All bid proposals rendered shall be considered meeting the attached specifications unless exceptions are noted on a separate page dated and signed by the bidder.

UNLESS OTHERWISE NOTED

It will be assumed that all terms and conditions and specifications will be complied with and will be considered as part of the Bid Proposal.

TAX EXEMPT

Federal Tax Exemption 06-6001998.

Exempt from State Sales Tax under State General Statutes Chapter 219-Section 12-412 Subsection A.

No exemption certificates are required and none will be issued.

REFERENCES

SEE ATTACHED LIST OF COMPLETED PROJECTS

Provide reference details of most recent similar scope projects performed.

REFERENCE #1:

Name of Company _____ Phone _____
Contact Person _____ Cell _____
Company Address _____ Email _____
Project, Location, & Date Completed _____

REFERENCE #2:

Name of Company _____ Phone _____
Contact Person _____ Cell _____
Company Address _____ Email _____
Project, Location, & Date Completed _____

REFERENCE #3:

Name of Company _____ Phone _____
Contact Person _____ Cell _____
Company Address _____ Email _____
Project, Location, & Date Completed _____

REFERENCE #4:

Name of Company _____ Phone _____
Contact Person _____ Cell _____
Company Address _____ Email _____
Project, Location, & Date Completed _____

REFERENCE #5:

Name of Company _____ Phone _____
Contact Person _____ Cell _____
Company Address _____ Email _____
Project, Location, & Date Completed _____

SUBCONTRACTORS *TO BE PROVIDED IF APPARENT LOW BIDDER*****

Provide subcontractor details if any are to be employed as part of this contract, including labor rates:

SUBCONTRACTOR #1:

Name of Company _____ Fed ID # _____
Contact Person _____ Title _____
Company Address _____ Phone _____
Trade _____ Email _____
Rates: Supervisor \$ _____ /hr Foreman \$ _____ /hr Journeyman \$ _____ /hr Apprentice \$ _____ /hr

SUBCONTRACTOR #2:

Name of Company _____ Fed ID # _____
Contact Person _____ Title _____
Company Address _____ Phone _____
Trade _____ Email _____
Rates: Supervisor \$ _____ /hr Foreman \$ _____ /hr Journeyman \$ _____ /hr Apprentice \$ _____ /hr

SUBCONTRACTOR #3:

Name of Company _____ Fed ID # _____
Contact Person _____ Title _____
Company Address _____ Phone _____
Trade _____ Email _____
Rates: Supervisor \$ _____ /hr Foreman \$ _____ /hr Journeyman \$ _____ /hr Apprentice \$ _____ /hr

SUBCONTRACTOR #4:

Name of Company _____ Fed ID # _____
Contact Person _____ Title _____
Company Address _____ Phone _____
Trade _____ Email _____
Rates: Supervisor \$ _____ /hr Foreman \$ _____ /hr Journeyman \$ _____ /hr Apprentice \$ _____ /hr

NOTE: All sub-Contractors are subject to approval by the Town of Fairfield and are required to provide Fed ID #.



Major Projects Completed - Past 5 Years

PROJECT DESCRIPTION	OWNER	ARCHITECT	CONTRACT AMOUNT	COMPLETE DATE	% PERFORMED WITH OWN FORCES
Steelpointe Development New Construction & Interior Fitouts	Bridgeport Landing Development, Inc	BL Companies Meriden, CT	\$18,000,000.00	Feb-20	25%
Boys & Girls Village Upper School Expansion	Boys & Girls Village 528 Wheelers Farms Road Milford, CT 06461	John Wicko Architects	\$3,200,000.00	Feb-19	30%
PSE&G New Construction	PSEG Power Connecticut LLC	Design Build	\$6,443,098.00	Jun-19	65%
Middlebrook & Jane Ryan Elem. Schools Entry Replacements	Town of Trumbull 5866 Main Street Trumbull, CT 06611	Design Build	\$154,000.00	Oct-20	85%
Boys & Girls Village Program Services Building New Construction	Boys & Girls Village 528 Wheelers Farms Road Milford, CT 06461	John Wicko Architects	\$4,500,000.00	Dec-18	45%
Central High School Renovation	City of Bridgeport 999 Broad Street Bridgeport, CT 06604	Silver Petrucelli	\$12,576,607.00	Sep-18	50%
Advanced Radiology Consultants Fit Out	Advanced Radiology Consultants 3 Enterprise Drive Shelton, CT 06484	Andrew Fredman Architect LLC	\$1,548,992.00	Mar-18	25%
Towantic STG Building New Construction Steam Turbine Generator Building	Gemma Power Systems 769 Hebron Avenue Glastonbury, CT 06033	Power Engineers	\$1,914,506.00	Mar-18	70%
Sterling House Community Center Renovation	Sterling House Community Center 2283 Main Street Stratford, CT 06615	Antinozzi Associates, P.C.	\$1,988,938.00	Jan-18	70%
BTX Global Logistics Fit Out	BTX Global Logistics 12 Commerce Drive Shelton, CT 06484	Corporate Design	\$3,723,910.00	Dec-17	10%
LIUNA Training Center New Construction	LIUNA Training Fund 37 Deerfield Road Pomfret, CT 06259	Studio 401 Architecture, LLC	\$6,647,574.00	Oct-17	45%
Towantic Energy Center Admin Building New Construction Power Plant	Gemma Power Systems 769 Hebron Avenue Glastonbury, CT 06033	Design Build	\$5,495,405.00	Oct-17	70%
Trumbull Public Works Admin Building New Construction	Town of Trumbull 5866 Main Street Trumbull, CT 06611	Destefano & Chamberlain	\$2,281,240.00	Jun-17	35%
Dunbar Elementary School Renovation	City of Bridgeport 999 Broad Street Bridgeport, CT 06604	Fletcher Thomson	\$5,753,416.00	Mar-17	55%
Longfellow Elementary School Renovation	City of Bridgeport 999 Broad Street Bridgeport, CT 06604	Fletcher Thomson	\$5,753,416.00	Mar-17	15%
Black Rock Elementary School Additions & Renovations	City of Bridgeport 999 Broad Street Bridgeport, CT 06604	Newman Architects	\$11,980,000.00	Aug-16	10%
East Shore Middle School Phase 2 Renovation & New Construction	City of Milford 70 West River Street Milford, CT 06460	Silver Petrucelli	\$7,892,213.00	Aug-16	40%
East Shore Middle School Phase 1 Renovation	City of Milford 70 West River Street Milford, CT 06460	Silver Petrucelli	\$10,592,844.00	Aug-15	40%

**STATE OF CONNECTICUT
DEPARTMENT OF CONSUMER PROTECTION**

This is your Major Contractor registration certificate for your records. Such registration shall be shown to any properly interested person on request. Do not attempt to make any changes or alter this certificate in any way. This registration is not transferable. Questions regarding this registration can be emailed to the Occupational & Professional Licensing Division at dcp.occupationalprofessional@ct.gov.

In an effort to be more efficient and Go Green, the department asks that you keep your email information with our office current to receive correspondence. You can update your email address or print a duplicate certificate by logging into your account with your User ID and Password at www.elicense.ct.gov.

Mailing address:

**BISMARK CONSTRUCTION CO INC
100 BRIDGEPORT AVE
MILFORD, CT 06460-3932**

Email on file to be used for receiving all notices from this office:

mary@bismarkconstruction.com

STATE OF CONNECTICUT ♦ DEPARTMENT OF CONSUMER PROTECTION 812787

Be it known that

BISMARK CONSTRUCTION CO INC

**100 BRIDGEPORT AVE
MILFORD, CT 06460-3932**

has satisfied the qualifications required by law and is hereby registered as a

MAJOR CONTRACTOR

Registration #: MCO.0900058

Effective Date: 07/01/2021

Expiration Date: 06/30/2022

verify online at www.elicense.ct.gov

Michelle Seagull

Michelle Seagull, Commissioner

State of Connecticut

Department of Administrative Services
Construction Contractor Prequalification Program

This certifies

Bismark Construction Company, Inc.

100 Bridgeport Avenue, Milford, CT 06460

As a

Prequalification Construction Contractor

October 3, 2021 through October 2, 2022

CONTACT INFORMATION

Name: Gregory M. Raucci
Phone: (203) 876-8331
Fax: (203) 876-8425
Email: gmraucci@bismarkconstruction.com

Effective Date	Aggregate Work Capacity (AWC)	Single Limit (SL)	Classifications
10/3/2021	\$150,000,000.00	\$120,000,000.00	CONCRETE, CONSTRUCTION MANAGER AT RISK (GROUP C), GENERAL BUILDING CONSTRUCTION (GROUP C), GENERAL TRADES

Classification Name	Description
CONCRETE	Installation, renovation, repair and maintenance of cast in place concrete structures including foundations and structural concrete components including such incidental or related work as is customarily performed by those in the concrete trade.

This certificate prequalifies the named company to bid. It is not a statement of the Contractor's capacity to perform a specific project. That responsibility lies with the awarding authority.

Company Licenses/Registrations: It is the Contractor's responsibility to update their license information by editing their electronic application. Licenses are confirmed by the Department of Administrative Services (DAS) at the time of initial application and at each renewal.

For information regarding the DAS Contractor Prequalification Program visit <http://portal.ct.gov/dasprequal> or call (860) 713-5280.

CONSTRUCTION MANAGER AT RISK (GROUP C) The undertaking of general contracts for the construction of buildings; for example; new construction, renovation, rehabilitation, alteration, addition, etc. The contract must include a variety of construction practices and supervision of a minimum of three sub-trades. Includes buildings that are truly custom, requiring extensive detailing, or that have large amounts of integrated scientific or complex mechanical/electrical equipment in order for them to function. Examples include hospitals, chemistry buildings, special collections buildings, historic preservation to a landmark structure, and/or any other structure that is truly one of a kind within the State's inventory. The construction manager at risk serves as a general contractor and provides consultation regarding construction during the design of the building and through the construction. Note: If you are prequalified for Construction Manager at Risk under Group C, you are automatically prequalified for Group A and Group B. Note: For the purposes of DAS Construction Contractor Prequalification, contractors in this classification are not required to be registered as a major contractor with the Department of Consumer Protection. However, there may be specific projects within this classification that require a major contractor registration from the Department of Consumer Protection. Projects that are threshold buildings may require a Major Contractor Registration.

This certificate prequalifies the named company to bid. It is not a statement of the Contractor's capacity to perform a specific project. That responsibility lies with the awarding authority.

Company Licenses/Registrations: It is the Contractor's responsibility to update their license information by editing their electronic application. Licenses are confirmed by the Department of Administrative Services (DAS) at the time of initial application and at each renewal.

For information regarding the DAS Contractor Prequalification Program visit <http://portal.ct.gov/dasprequal> or call (860) 713-5280.

GENERAL BUILDING CONSTRUCTION (GROUP C) The undertaking of general contracts for the construction of buildings i.e. new construction, renovation, rehabilitation, alteration, addition, etc. The contract must include a variety of construction practices and supervision of a minimum of three sub-trades. Includes buildings that are truly custom, requiring extensive detailing, or that have large amounts of integrated scientific or complex mechanical/electrical equipment in order for them to function. Examples include hospitals, chemistry buildings, special collections buildings, historic preservation to a landmark structure, and/or any other structure that is truly one of a kind within the State's inventory. Note: If you are prequalified for General Building Construction under Group C, you are automatically prequalified for Group A and Group B. Also if you are prequalified for General Building Group C you will automatically be prequalified for General Trades. Note: For the purposes of DAS Construction Contractor Prequalification, contractors in this classification are not required to be registered as a major contractor with the Department of Consumer Protection. However, there may be specific projects within this classification that require a major contractor registration from the Department of Consumer Protection. Projects that are threshold buildings may require a Major Contractor Registration.

GENERAL TRADES The undertaking of general contracts for the construction and/or supervision of several sub-trades but not the construction of buildings as described in General Building Construction. The contract must include a variety of construction practices and supervision of a minimum of three sub-trades. The work of this category is intended for the interior finishes of a building.

This certificate prequalifies the named company to bid. It is not a statement of the Contractor's capacity to perform a specific project. That responsibility lies with the awarding authority.

Company Licenses/Registrations: It is the Contractor's responsibility to update their license information by editing their electronic application. Licenses are confirmed by the Department of Administrative Services (DAS) at the time of initial application and at each renewal.

For information regarding the DAS Contractor Prequalification Program visit <http://portal.ct.gov/dasprequal> or call (860) 713-5280.

State of Connecticut
 Department of Administrative Services (DAS) Contractor Prequalification
Update Statement
 (Statement to be included with the bid)

Connecticut General Statute §4a-100 and Connecticut General Statute §4b-91

Each bid submitted for a contract shall include an update statement in such form as the Commissioner of Administrative Services prescribes and, if required by the public agency soliciting such bid, a copy of a prequalification certificate issued by the Commissioner of Administrative Services. The form for such update statement shall provide space for information regarding all projects completed by the bidder since the date the bidder's prequalification certificate was issued or renewed, all projects the bidder currently has under contract, including the percentage of work on such projects not completed, the names and qualifications of the personnel who will have supervisory responsibility for the performance of the contract, any significant changes in the bidder's financial position or corporate structure since the date the certificate was issued or renewed, any change in the contractor's qualification status as determined by the provisions of subdivision (6) of subsection (c) of 4a-100 of the Connecticut General Statutes, and such other relevant information as the Commissioner of Administrative Services prescribes. Any public agency that accepts a bid submitted without a copy of such prequalification certificate, if required by such public agency soliciting such bid, and an update statement, may become ineligible for the receipt of funds related to such bid, except the public agency soliciting such bids may allow bidders no more than two business days after the opening of bids to submit a copy of the prequalification certificate, if required by such public agency, and an update statement.

PROJECT THAT COMPANY IS BIDDING ON

PROJECT NAME Bathroom Renovations for the Fairfield Fire Department
 PROJECT NUMBER Bid # 2022-54

COMPANY INFORMATION

LEGAL BUSINESS NAME Bismark Construction Company, Inc.
 DBA
 TAXPAYER ID 061070773
 BUSINESS ADDRESS 100 Bridgeport Avenue
 BUSINESS CITY, STATE, ZIP Milford CT 06460
 PREQUALIFICATION CONTACT Gregory M. Raucci (203) 876-8331 ext.

PREQUALIFICATION INFORMATION

EXPIRATION DATE 10/2/2022
 SINGLE LIMIT \$120,000,000.00
 AGGREGATE WORK CAPACITY (AWC) \$150,000,000.00
 REMAINING AGGREGATE WORK CAPACITY * \$148,631,188.00

* The Remaining Aggregate Work Capacity equals your company's AWC minus the Total \$ Amount of Work Remaining

BONDED PROJECTS (BOTH PUBLIC AND PRIVATE) CURRENTLY UNDER CONTRACT

Project Name	Project Owner	% Completed	Total Contract Amount	Work Remaining
City of Bridgeport - Jettie Tisdale Chiller Replacement	City of Bridgeport	5	\$1,082,960.00	\$1,028,812.00
Bassick High School - CMA Services	City of Bridgeport	60	\$850,000.00	\$340,000.00

State of Connecticut
 Department of Administrative Services (DAS) Contractor Prequalification
Update Statement

(Statement to be included with the bid)

Total Amount of Work Remaining

\$1,368,812.00

BONDED PROJECTS (BOTH PUBLIC AND PRIVATE) WHICH WERE AWARDED AND 100% COMPLETED SINCE THE DATE OF YOUR INITIAL PREQUALIFICATION OR YOUR LAST RENEWAL

Project Name	Project Owner	Date Completed	Total Contract Amount
Guilford Daycare - CM	Guilford Daycare	1/1/2010	\$2,460,000.00
Foran High School Phase II - GC	City of Milford, CT	1/1/2010	\$1,837,000.00
New United Rentals Facility - GC	United Rentals	1/1/2010	\$9,600,000.00
Harbor Yard Parking Garage - GC	City of Bridgeport, CT	1/1/2010	\$3,640,000.00
Trumbull High School - CM	Town of Trumbull, CT	9/7/2007	\$9,200,000.00
New Barnum Elementary School	City of Bridgeport, CT	9/1/2008	\$4,131,000.00
North End Elementary School	City of Bridgeport, CT	10/1/2008	\$2,362,000.00
Nathan Hale Elementary School	City of Norwalk, CT	10/1/2008	\$2,014,000.00
Milford Physicians Building	Torry Corporation	1/1/2008	\$4,700,000.00
IBEW	International Brotherhood of Electrical Workers	1/1/2011	\$4,300,000.00
Neighborhood Music School	Neighborhood Music School, New Haven, CT	1/1/2009	\$719,000.00
I95 Northbound Service Station, Milford, CT	Centerplan/Project Services	1/1/2011	\$1,167,000.00
Jessica Tandy Housing	YMCA of Connecticut	1/1/2010	\$525,000.00
Yale New Haven Hospital Living Well Center	Yale New Haven Hospital	1/1/2014	\$2,000,864.00
Longfellow Elementary School - CMA	City of Bridgeport	12/1/2016	\$1,800,000.00
Fairchild Wheeler Multi Magnet School/Concrete Package	City of Bridgeport	1/1/2013	\$7,813,000.00
East Shore Middle School Phase 1 & 2	City of Milford	3/1/2016	\$18,000,000.00
Shelton Animal Shelter	City of Shelton	1/1/2015	\$1,400,000.00
Greenwich Public Schools	Town of Greenwich	1/1/2015	\$2,700,000.00
Western Middle School	Town of Greenwich	1/1/2015	\$1,275,000.00
Fairfield University Alumni Field	Fairfield University	1/1/2016	\$685,000.00
Central High School	City of Bridgeport	12/20/2018	\$12,000,000.00
Dunbar Elementary School	City of Bridgeport	9/1/2016	\$5,300,000.00
Center for Family Justice	Center for Family Justice	12/1/2016	\$1,115,000.00
Middlebrook Window Project	Town of Trumbull	1/1/2016	\$1,670,000.00
Towantic Power Plant	Towantic	12/1/2018	\$4,900,000.00

Towantic STG	Towantic	11/30/2018	\$1,914,000.00
LIUNA	LIUNA	2/15/2018	\$6,437,000.00
Advanced Radiology	Advanced Radiology	2/20/2018	\$1,283,000.00
Sterling House	Sterling House	7/10/2018	\$1,901,000.00
Marina Core Building (DMO)	BLD Waterfront Upland Owner, LLC	4/5/2021	\$14,070,668.00
Stamford Hospital USP800 Pharmacy Renovations	Stamford Hospital	10/21/2019	\$1,472,090.00
Bristol Hospital USP 800 Pharmacy Renovations	Bristol Hospital	1/13/2020	\$967,000.00
Kubtec	Kubtec Medical Imaging	1/10/2022	\$2,998,370.00
Trumbull Police Department	Town of Trumbull	3/22/2021	\$1,899,100.00
Stamford Public Schools	City of Stamford	5/10/2021	\$4,500,000.00

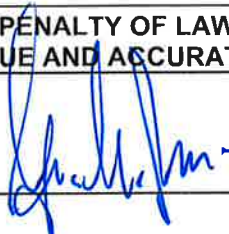
PERSONNEL WHO WILL HAVE SUPERVISORY RESPONSIBILITY FOR THE PERFORMANCE OF THE CONTRACT BEING BID ON

No Records Found For Supervisor

CHANGES IN YOUR COMPANY'S FINANCIAL CONDITION OR BUSINESS ORGANIZATION WHICH MIGHT AFFECT YOUR COMPANY'S ABILITY TO SUCCESSFULLY COMPLETE THIS CONTRACT

HAVE THERE BEEN ANY CHANGES? NO
 IF YES, EXPLAIN

I CERTIFY UNDER PENALTY OF LAW THAT ALL OF THE INFORMATION CONTAINED IN THIS UPDATE STATEMENT IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AS OF THE DATE BELOW.



 Signature

May 3, 2022

 Date

It is the responsibility of the Awarding Authority to determine if any of the information provided above will impact the contractor's performance on this project.

The DAS' Contractor Prequalification Program can be reached at DAS.Prequalification@ct.gov

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Bismark Construction Company, Inc.
100 Bridgeport Avenue
Milford, CT 06460

SURETY:

(Name, legal status and principal place of business)

North American Specialty Insurance Company
1200 Main Street, Suite 800
Kansas City, MO 64105
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

Town of Fairfield
725 Old Post Road
Fairfield, CT 06824

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Bid # 2022-54 Bathroom Renovations for the Fairfield Fire Department

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

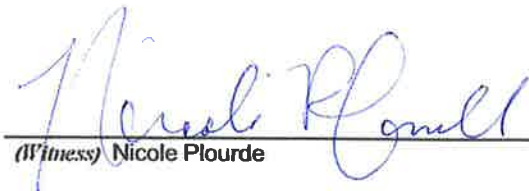
Signed and sealed this 3rd day of May, 2022.



(Witness)

Bismark Construction Company, Inc.
(Principal)  (Seal)

By: _____
(Title)



(Witness) Nicole Plourde

North American Specialty Insurance Company
(Surety) (Seal)

By: 
(Title) Craig H. Meeker, Attorney-in-Fact



SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, each does hereby make, constitute and appoint: Craig H. Meeker

Principal: Bismark Construction Company, Inc.

Bond Number: Bid Bond

Obligee: Town of Fairfield

Bond Amount: See Bond Form

Bond Description: Bid # 2022-54 Bathroom Renovations for the Fairfield Fire Department

Its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By [Signature] Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



By [Signature] Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 14th day of December, 2021.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 14th day of December, 2021, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 3rd day of May, 2022.

[Signature] Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

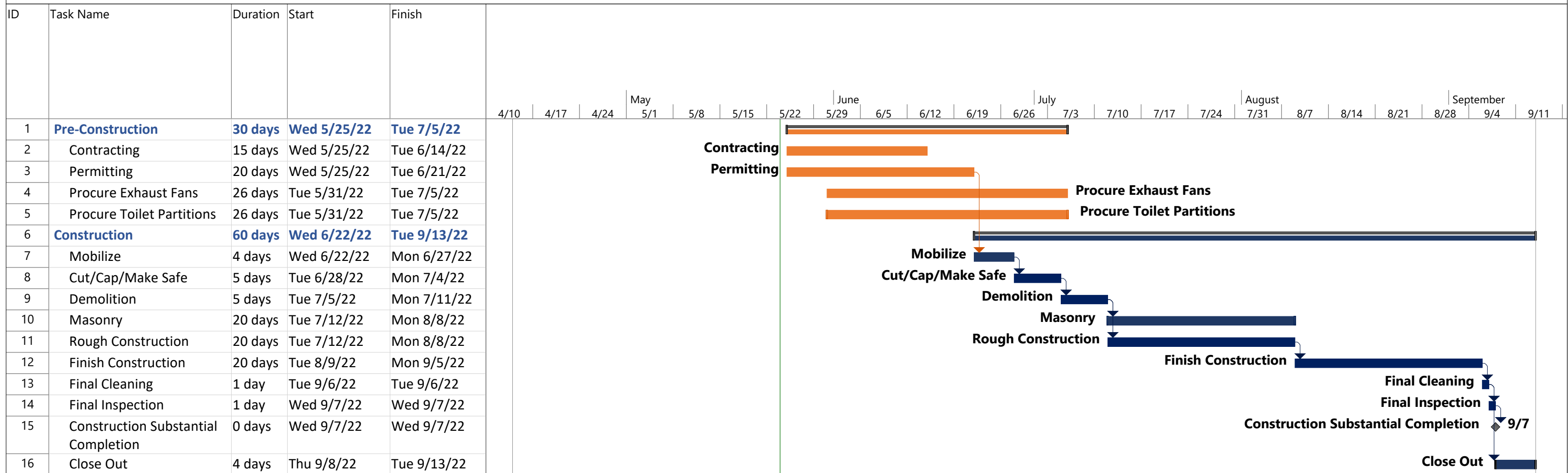
BID # 2022-54
 Bathroom Renovations for the Fairfield Fire
 DESC Department
 DATE 5/3/2022
 TIME 11:00 AM

Town of Fairfield - Bid Results

		Bismark Construction Milford, CT	Titan Enterprises Inc. Ansonia, CT	Diversity Construction Group Wallingford, CT
Item 1.	Fire Station 1: Three (3) Main Bathrooms- Base Bid: Lump Sum for all work involved	\$ 405,000.00	\$ 304,500.00	\$ 312,000.00
Deduct Item 1.	Toilets 1-204 and 1-212	\$ (35,185.00)	\$ (9,400.00)	\$ (12,000.00)
Item 2.	Fire Station 2: Base Bid: Lump Sum for all work involved	\$ 272,000.00	\$ 340,340.00	\$ 346,000.00
Item 3.	Fire Station 5: Base Bid: Lump Sum for all work involved	\$ 320,000.00	\$ 279,400.00	\$ 280,000.00
	Total Base Bid	\$ 997,000.00	\$ 924,240.00	\$ 938,000.00
	Unanticipated Remediation (Additional to Scope of Services- Asbestos)	NA	NA	NA
	Unanticipated Remediation (Additional to Scope of Services- Lead)	NA	NA	NA
	Material Mark-up over cost for any additional work where requested	15%	20%	15%



Town of Fairfield Fire Station #2



Town of Fairfield Fire Station #2	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			

DRAFT AIA® Document A101® - 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the « 12th » day of « May » in the year « 2022 »
(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information) ~~Ask Tim look up~~

« Town of Fairfield »« »
« 725 Old Post Road »
« Fairfield, CT 06824 »
« »

and the Contractor:

(Name, legal status, address and other information)

« Bismark Construction »« »
« 100 Bridgeport Avenue »
« Milford, CT 06460 »
« »

for the following Project:

(Name, location and detailed description)

« Town of Fairfield Fire Sstation #2 »
« »
« »

The Architect:

(Name, legal status, address and other information)

« Christopher Williams Architects, LLC »« »
« 85 Willow St Building 54 »
« New Haven, CT 06511 »
« »

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



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TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of this Agreement.

A date set forth in a notice to proceed issued by the Owner.

Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

« The contract start date will be established based on lead time of material for the project, the attached schedule "exhibit A" shows a start day of with a completion time within 90 working days»

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work: 90 days

(Check one of the following boxes and complete the necessary information.)

Not later than () calendar days from the date of commencement of the Work.

By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM ask tim

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be two hundred seventy-two thousand and 00/100 dollars (\$ 272,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum: N/A

Item	Price
<u>N/A</u>	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum: ask Tim
(Identify each allowance.)

Item	Price
<u>N/A</u>	

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

« N/A »

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

« »

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« monthly billings through 31st of each month »

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§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the «31 » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the «25th » day of the « prior » month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than « » («30 ») days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due: 5%
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

« 5% »

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« »

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

« »

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

«2.5% »

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

« 1.5 » % « »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »

« »

« »
« »

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

Arbitration pursuant to Section 15.4 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other (Specify)

« »

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

« »

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

« »
« »
« »
« »
« »
« »

§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

«[Greg Raucci, President](#) »

«[Bismark Construction](#) »

«[100 Bridgeport Ave](#) »

«[Milford Ct 06460](#) »

« »
« »

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 8.7 Other provisions:

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

« »

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[« »] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

« »

[« »] The Sustainability Plan:

Title	Date	Pages

[« »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

- .9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

« »

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

« »« »

(Printed name and title)

CONTRACTOR (Signature)

« Gregory M. Raucci »« President »

(Printed name and title)



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

Award Recommendation Resolution:

On, Wednesday, 25 May 2022, the Purchasing Authority awarded bid number 2022-156 Request for Proposals for Administrative Management Services for the Fairfield Police Department to Off Duty Management, Inc., Katy, TX based on the firms' qualification, experience, and competitive fee proposal.

Pricing for this contract will be a zero-dollar cost to the Town of Fairfield. Off Duty Management will collect a mark-up fee on outside extra duty job details in the amount of 6.75% as an administration fee.


- Off Duty Management will provide software, scheduling, invoicing, payment collection, and any other administrative burdens associated with extra duty details for the Fairfield Police Department.
- Off Duty Management, Inc. has committed to assume all responsibility and risk in collecting vendor payments for extra duty details performed by Fairfield Police Department.
- Off Duty Management has performed a live demonstration of their software "OfficerTRAK" to Police Department Officers and Administration.
- Off Duty Management, Inc. provided the Town a list of current clients; several State and Municipal Police Departments throughout the country, whom are currently using their scheduling software.
- Off Duty Management currently holds a contract for these services through the Sourcewell Purchasing Cooperative. (Sourcewell contract 051321-OFF)

The award of this contract is contingent on Off Duty Management furnishing and implementing a scheduling software that meets the Police Department and Fairfield Police Union's needs.

Per the written contract, the Town reserves the right to terminate this contract without cause by giving thirty (30) days advance written notice, without penalty.

The award of this contract may be subject to the review and approval of the Board of Selectman.


Brenda L. Kupchick, First Selectwoman


Gerald J. Foley, Director of Purchasing

BID # 2022-156
 DESC Request for Proposals- Administrative Management
 SERVICES Fairfield Police Department
 DATE 4/26/2022
 TIME 2:00 PM

Town of Fairfield - Fee Proposal Comparison

		Extra Duty Solutions Shelton, CT	Off Duty Management Katy, TX	RollKall Irving, TX
Item 1.	Mark-up on Outside Extra-Duty Job Details	7.00%	7.25%	14.00%
Item 1a.	Set Rate Per Assignment (Mark-up)	N/A	N/A	N/A
Add Alternate	On-Duty Scheduling Software	Additional 1% (total 8% mark-up)	Free (no cost) internal use of the OfficerTRAK Software and app	N/A
Item 2.	Maintenace Contract (if applicable)	\$0 per Year	\$0- No Cost	Included

*ADD 0.5% Discount as
 Sourcell member = 6.75% Mark-
 up fee on outside jobs

Note: An Additional 2.99%
 fee is charged to the
 customer for credit card
 processing costs.

BID # 2022-156
 Request for Proposals- Administrative Management
 DESC Services Fairfield Police Department
 DATE 4/26/2022
 TIME 2:00 PM

Town of Fairfield - Fee Proposal Comparison

		Extra Duty Solutions	Off Duty Management	RollKall
		Shelton, CT	Katy, TX	Irving, TX
Item 1.	Mark-up on Outside Extra-Duty Job Details	7.00%	7.25%	14.00%
Item 1a.	Set Rate Per Assignment (Mark-up)	N/A	N/A	N/A
		Additional 1% (total 8% mark-up)	Free (no cost) internal use of the OfficerTRAK Software and app	N/A
Add Alternate Item 2.	On-Duty Scheduling Software Maintenance Contract (if applicable)	\$0 per Year	\$0- No Cost	Included
			*ADD 0.5% Discount as Sourcell member = 6.75% Mark-up fee on outside jobs	Note: An Additional 2.99% fee is charged to the customer for credit card processing costs.



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

RFP #2022-156 Administrative Management Services Fairfield Police Department

TOWN OF FAIRFIELD
PURCHASING AUTHORITY
725 OLD POST ROAD
INDEPENDENCE HALL
FAIRFIELD, CT 06824.

Date Submitted _____, 2022.

Bidder:

SEALED BIDS are subject to the standard instructions set forth on the attached sheets. Any modifications must be specifically accepted by the Town of Fairfield, Purchasing Authority.

Doing Business As (Trade Name)

Address

Town, State, Zip

(Mr./Ms.) Name and Title, Printed

Signature

Telephone

Fax

E-mail


First Selectwoman


Director of Purchasing

04/07/2022
Date

Sealed proposals will be received by the Purchasing Authority at the office of the Director of Purchasing, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut 06824, up to:

2:00 pm, Tuesday, 26th April, 2022

To provide labor, materials and all else necessary for Administrative Management Services for the Town of Fairfield on behalf of the Fairfield Police Department as detailed in the attached specifications.

NOTES:

1. Proposers are to complete all requested data in the upper right corner of this page and must return this page and the Proposal page with their bid.
2. No proposal shall be accepted from, or contracts awarded to, any person/company who is in arrears to the Town of Fairfield upon debt, or contract or who has been within the prior five (5) years, a defaulter as surety or otherwise upon obligations to the Town of Fairfield.
3. proposals are to be submitted in a sealed envelope and clearly marked "RFP #2022-156" on the outside of the envelope, including all outer packaging, such as, DHL, FedEx, UPS, etc.
4. It is the sole responsibility of the Proposer to see that the proposal is received by the Fairfield Purchasing Department prior to the time and date noted above. Proposals are not to be submitted via email or fax.
5. Proposals are not to be submitted with plastic binders or covers, nor may the proposal contain any plastic inserts or pages.

OVERVIEW

The Town of Fairfield, on behalf of its Fairfield Police Department, is soliciting proposals for Administrative Management Services for the organization of Outside Extra-Duty Job Services.

BACKGROUND

The Fairfield Police Department currently employs 108 Sworn Police Officers, as well as 100 Non-sworn Special Agents. Roughly \$3M in revenue is collected annually by outside extra duty details. Currently, the Fairfield Police Department utilizes a number of full-time personnel to manage and administer the hiring of officers for extra-duty details. This includes all associating invoicing and other administrative tasks. The Town of Fairfield currently accepts all financial risks and other burdens as it relates to officers working for and being paid by outside contractors.

The intent for this RFP is to mitigate risks to the Town of Fairfield by hiring a new Administrative Management firm to provide scheduling, invoicing, payment collection, and any other administrative burdens associated with extra-duty details.

TERM OF CONTRACT

Due to the new implementation of these services and unknown transitioning methods, the Fairfield Police Department is proposing an initial Month-to-Month contract term. Potentially, this month-to-month contact may be extended to an annual contract, with four (4) additional one-year optional renewal terms.

- Each contract extension may be offered at the sole discretion of the Town of Fairfield.
- **The Town of Fairfield reserves the right to terminate the contract with two (2) weeks' written notice.**

ADDENDA / REQUESTS FOR INFORMATION (RFI)

Addenda concerning important information and/or modifications to specifications will be posted on the Fairfield Purchasing Department website at <https://fairfieldct.org/bids>

- It is each Bidder's sole responsibility to monitor the above website for all updated information.
- Addenda will not be mailed, e-mailed or faxed out.
- Written requests for information will not be accepted after **11:00 am on Thursday 14th April, 2022.**
- Verbal requests for information via phone or other means will not be accepted.
- Failure to comply with these conditions will result in the bidder waiving the right to dispute bid specifications and conditions, no exceptions.

Questions concerning this bid must be submitted in writing and directed only to:

Corinne M. Dyer, Senior Buyer

CDyer@fairfieldct.org

Response will be in the form of an addendum that will be posted by approximately **16th April, 2022** to the Town of Fairfield website, which is www.fairfieldct.org. It is the responsibility of each bidder to retrieve addenda from the website. Any contact about this bid between a Bidder and any other Municipal official and/or department manager and/or Municipal employee, other than as set forth above, may be grounds for disqualification of that Bidder. No questions or clarifications shall be answered by phone, in person or in any other manner than specified above.

SCOPE OF WORK

The Town of Fairfield is interested in acquiring administrative management services to provide complete administration of extra-duty employment, including; extra-duty details, payroll, invoicing, financing accounts payable, general liability insurance coverage and collecting payments.

- Requests for extra-duty employment and scheduling shall be completed through a secure online platform and a telephone assistance center accessible to both the public and police department.

- The Contractor will handle all extra-duty officer service requests, schedule approved officers, manage details for officers and complete all other administrative aspects of the program. The Contractor will assess an administrative fee to the customer in accordance with the Town's requirements and provide timely payment to the Town of Fairfield.
- Contractor will provide the administrative services and an internal dashboard for management of the program, tracking and processing invoices to customers, and generating regular reports to be used by the Town for analysis of extra-duty assignments provided by police officers.
- For the purpose of this RFP, Respondents shall include samples of all forms in their submissions, including any correspondence to be sent directly to third-party/Contractors, invoicing, and financial reporting.
- The Contractor will ensure compliance with department's policies that govern extra-duty employment.
- The Request for Proposal (RFP) document outlines the scope of this project and the expectations and requirements for establishing an Agreement between the awarded Vendor(s) and the Town of Fairfield.
- The Town is accepting proposals from qualified professional individuals, firms, partnerships or corporations having specific experience in the service area(s) as identified in this RFP.
- The Town is interested in proposals that reduce cost, improve services, and will result in the completion of work assignments in a consistent and professional manner. The proposal should reflect these qualities.
- The resulting agreement for Administrative Management System will be subject to zero-dollar cost to Town or Fairfield Police Department. All associated costs shall be either an added set rate per assignment, or percentage mark-up to scheduled extra-duty details, to be paid by the Contractor or third-party scheduling such services.
- Respondent shall state exactly how its fees for Administrative Management Services shall be paid by the third-party/Contractor, including any payment platforms or POS systems that will be utilized.
- Currently all payments from outside extra-duty details are paid to the Town of Fairfield in weekly deposits. Officers are paid directly from the Town via our internal Town payroll process. The Town would prefer to continue these payment methods in the future. Respondents shall confirm understanding of this payment process, as well as, detail their proposed frequency of deposits, payment methods, percentage mark-ups, and/or any additional fee structures that will be utilized in this contract.
- Note: The successful Respondent shall assume all risk in collecting payments for assignments and outside details. The awarded Respondent shall be responsible for providing payment deposits to the Town of Fairfield on a weekly basis, regardless of collection status from extra-duty assignments.

Add Alternate:

- The Town of Fairfield Police Department may choose to award on-duty scheduling services at a later date to the successful respondent. Respondents that have the capability of performing standard weekly/monthly scheduling of Sworn Officers and Non-sworn Special Agents shall be given preference.
- Currently all scheduling is performed by Fairfield Administrative employees through the use of a third-party scheduling software. Officers are paid directly from the Town via our internal Town payroll process. The Town would prefer to continue these scheduling and payment methods in the future, potentially implementing one (1) software provider for both on-duty and extra-duty scheduling.
- Respondents shall clearly identify all costs the Town would incur by utilizing their on-duty software services.

Software:

- Respondents shall clearly define the software being proposed. This software program shall distribute work details to officers directly through a web-based smartphone application. This software program shall include on-duty and

extra-duty scheduling programs that correspond with the smartphone application for increased accountability, management oversight, and transparency.

- Respondents shall also include detailed literature describing the software itself including, but not limited to: maintenance and licensing fees, minimum hardware requirements, minimum/maximum number of accounts or employees the system can organize, training programs, and warranty information.

Implementation Schedule:

Proposer shall provide a recommended setup, user training, and implementation schedule, with an anticipated start date of July 2022.

- The Town seeks to adopt and adjust “best practices” and workflows in use by other Towns (customers of the proposer) to ensure a successful and timely implementation, and learn from their experience.

Training:

Proposer shall describe and provide training program for Town of Fairfield Police Department staff/users

- In-person, on line, webinar-based
- Ongoing training available for new hires.

System Demonstration:

The Town will evaluate proposals and may invite several bidders to demonstrate their systems.

- An on-site demonstration is preferred, followed by question/answer session with representatives from the Fairfield Police Department.
- The demonstration should include:
 - a “live” system with real data
 - mobile device experience of an Officer or other staff member of Fairfield Police
 - an example of an on-duty or extra-duty scheduling process, from start (customer account creation and application) to finish (job completion and payment to the Town of Fairfield), showing each step, and all communications sent to customers and Police Department/Town staff throughout

Backups and Data Security and Integrity:

The system will house “permanent” Town records. As such, it is imperative that the data be carefully and continuously backed up so that it can be recovered in the event of a malicious attack, system error, equipment failure, accidental deletion, or any other reason. If the proposal is for a “cloud” or vendor-hosted solution:

- How will the Town’s data be protected from malicious damage or alteration?
- How frequently the data will be backed up?
- How are the backups verified?
- Can the backed-up data be restored into a “test” instance of the system?
- Is the data protected through continuous replication?
- How long does it take to recover and restart the system?
- Can the Town receive periodic copies of the backed up data for storage locally?

Data Extraction at End of Contract:

- The Town is to maintain ownership of its data. Should the Town's agreement with the proposer come to an end, how is the Town's data extracted and returned? What file formats and media will be provided?

Reporting

- The Respondent shall provide documentation illustrating a high percentage of success in Administrative Management Services, specifically for Law Enforcement extra-duty details scheduling, and delegating. This may be in the form of reporting, or references from other Law Enforcement Agencies and Municipalities.
- The Awarded Respondent shall have the capability to interface with the Town Financial System MUNIS to reconcile personnel hours and payroll.
- The Awarded Respondent shall be responsible for providing weekly statements to reconcile personnel hours and details.
- The Awarded Respondent shall be responsible for providing monthly, quarterly, and annual reports of extra-duty details, charges and payments.

MINIMUM CONTRACTOR ABILITIES AND REQUIREMENTS

The Respondent must meet the following qualifications:

- At least five (5) years of similar services to those required under this contract and shall have maintained an organization capable of performing the work described, in continuous operation for at least the past five (5) years.
- Sufficient personnel available to fulfill all administrative management tasks listed. The personnel devoted to the Fairfield Police Department Administrative Management Services shall be competent, qualified, and experienced.
- The Respondent shall provide documentation illustrating a high percentage of success in Administrative Management Services, specifically for Law Enforcement extra-duty details scheduling, and delegating. This may be in the form of reporting, or references from other Law Enforcement Agencies and Municipalities.
- Contractor guarantees and accepts all financial risks and other burdens as it relates to officers working for and being paid by outside contractors.
- Contractor must be able to document a Law Enforcement Agency/Department capacity.
- Contractor must have an established history of ethical and legal practices.
- Contractor must comply with all applicable Federal and State Statute requirements.

SUBMISSION COMPONENTS

This section of the RFP establishes certain standards of experience and financial capabilities that the Town for a Respondent to be deemed qualified. Proposals that do not meet the prescribed standards will be considered by the Town to be non-responsive. The Town, at its sole discretion, will decide if a Respondent meets the standards. Each Respondent must answer the questions honestly and completely; the following section describes the submission requirements:

- A. Provide an executive summary – maximum three (3) pages, single spaced – that includes the full name, tax identification number and main office address of the primary Respondent.

- B. Respondent shall include annual reports, 10k, balance sheets and any other information detailing the financial stability and organizational ability of the Respondent. Respondent must have been in business for a minimum of five (5) years. These documents shall be submitted in a Sealed Separate Envelope.
- C. Provide the business history of the primary Respondent. Include any changes in the Respondent's status as the result of merger, acquisition, spin-off, reorganization or other change in business organizational status. Identify when the Respondent was organized and, if a corporation, where incorporated and number of years engaged in providing full service contract operations under that name. Provide a comprehensive description of Respondent's corporate ownership and/or operating name.
- D. State whether any selectman or other officer, employee, or person who is payable in whole or in part from the Town currently has any direct or indirect personal interest in the Respondent. If so, describe the circumstances.
- E. State whether the Respondent or any of its employees or officers has been named as a defendant in any litigation brought as a result of any contract operations for operations and maintenance. If so, name the owner and describe the circumstances, including the outcome of the litigation.
- F. State whether the Respondent has ever been terminated, fired, or replaced on a project other than those contracts that have been terminated due to completion. If so, name the owner and describe the circumstances.
- G. Include resumes and project lists of the key personnel who are proposed to work on these services.
- H. Identify any subcontractors, if any, who will perform work on these services. The Town retains the right to reject any and all proposed subcontractors. This provision applies through the term of the contract.
- I. State your relevant prior experience, including a list of at least five (5) clients served during the past five years, complete with names, addresses and telephone numbers of contact persons for each.
- J. Overview: Describe how your company plans to meet the project scope and services.
- K. Respondent proposed Contract Terms and Conditions for Month-to-Month options.

SELECTION PROCESS

Candidates will be evaluated based on the following criteria:

1. Demonstrated specialized experience and technical competence.
2. Experience and qualifications of the proposed team, and the capacity and capability to complete all work on-time and within budget.
3. Examples of work produced for and past performance on similar projects.
4. Project timeline and ability to meet the time commitments required by the project.
5. Ability to commit the resources necessary to complete the services outlined in the RFQ and the ability to sustain that commitment for the duration of the Project.
6. Experience with and knowledge of federal, state and municipal processes, requirements and procedures.
7. The Town's evaluation team will individually review and rank each Respondent's proposal using the evaluation criteria attached Sample Matrix.
 - The Town's team will meet to discuss the Respondents credentials and qualifications;
 - The evaluation team may short-list Respondents for interview in order to clarify qualifications and verify its evaluation. Additional services or significant changes to the submittals during the interview will not be entertained.
 - Based on the responses received, the Town may choose to continue or cancel the RFP process.

INTERVIEW PROCESS

- a. The Town of Fairfield reserves the right to invite responders for an interview pending the outcome of the review of proposals.
- b. If determined that interviews are required, multiple finalists may be selected from a pool of qualifying proposals. Short-listed candidates will be notified of their selection.
- c. Prior to final selection, each candidate/company may be required to present their proposal to members of the Town of Fairfield.
- d. Presentations, if required, will be held at a date to be determined.
- e. Selected candidates will have 30 minutes presentation time, followed by a 25 minute period of questions and answers.

NEGOTIATIONS WITH RESPONDENTS

The responsibility for the final selection rests solely with the Town; the Town may commence negotiations with the Responder who scores highest during the selection process, or at its sole option may cancel the process at any time. During this negotiation phase, the Town may discuss any cost, charge or service. The Town shall not be liable to any firm for any costs associated with responding to the Request for Qualifications and Proposals, and the firm's participation in any interview, or for any costs associated with negotiations.

PROPOSAL FORM

PROPOSAL TO: Town of Fairfield, Purchasing Department
First Floor, Sullivan Independence Hall
725 Old Post Road, Fairfield, Connecticut 06824

I, _____ have received the following contract documents,

1. RFP Document #2022-156,
2. Posted addenda (if any) numbered _____ thru _____, posted at www.fairfieldct.org/purchasing

and have included their provisions in my Proposal. I shall provide all labor, materials, equipment, technical service, insurances, warranties, applicable taxes and licenses, etc., to perform Administrative Management Services as specified:

The respondent shall indicate below the straight overall percentage it is proposing to receive for the Administrative Management Services identified in this RFP and in all addenda, if any:

Mark-up on Outside Extra-Duty Job Details _____ %

Set Rate Per Assignment \$ _____

Add Alternate: On-Duty Scheduling Software \$ _____

Maintenance Contract (if applicable) \$ _____ / year

Respondents shall list any additional costs, if applicable, as well as any exceptions in the RFP Submission.

The above percentage shall include any and all related services and shall be in effect for the full term of the Personal Services Contract.

The Town has the right to add or remove items and/or quantities from this bid. Unbalanced bids will not be accepted. The Town of Fairfield reserves the right to award the bid with multiple items:

- a) To more than one bidder, based on meeting the item(s) specification, cost, availability, or any combination of these criteria;
- b) To a single bidder who meets the specifications for all items, and offers the best combination of lowest cost, best availability, and broadest product range;
- c) May add, subtract or delete any item and/or quantity as deemed in the best interest of the Town.
- d) All pricing shall include the cost of labor, materials, equipment, tools, mobilization, incidentals, delivery, (where not waived by the Town), licenses, overhead and profit, taxes (except from which the Town is exempt) and insurances.

CHECKLIST

The following must be submitted with proposal:

- Cover page, completed and signed.
- Addenda acknowledged per Item 2 on Bid Proposal Form, or
- Signed and submitted with modified pricing if requested.
- List of references where projects performed of comparable size and scope within the past three years.
- Schedule of values.
- List of all sub-contractors identifying each trade, hourly rates, and Tax ID number.

The Bidder hereby certifies that any and all defects, errors, inconsistencies or omissions of which he/she is aware, either directly or by notification from any sub-bidder or material supplier found in the Contract Documents are listed herewith in this Bid Form.

Name and Title of Authorized Representative (Printed)

Signature

Date

**PURCHASING AUTHORITY
TOWN OF FAIRFIELD
INSTRUCTIONS FOR BIDDERS
TERMS AND CONDITIONS OF BID**

BID PROPOSALS

Bid proposals are to be submitted in a sealed envelope and clearly marked on the outside “BID #2022-156” including all outer packaging such as DHL, FedEx, UPS, etc. All prices and notations must be printed in ink or typewritten. No erasures are permitted. Bid proposals are to be in the office of the Purchasing Authority, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut, prior to date and time specified, at which time they will be publicly opened.

RIGHT TO ACCEPT / REJECT

AFTER REVIEW OF ALL FACTORS, TERMS AND CONDITIONS, INCLUDING PRICE, THE PURCHASING AUTHORITY OF THE TOWN OF FAIRFIELD RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, OR ANY PART THEREOF, OR WAIVE DEFECTS IN SAME, OR ACCEPT ANY PROPOSAL DEEMED TO BE IN THE BEST INTEREST OF THE TOWN OF FAIRFIELD.

QUESTIONS

Questions concerning conditions, bidding guidelines and specifications should only be directed in writing to:

Ms. Corinne M. Dyer, Senior Buyer: CDyer@fairfieldct.org

Inquiries must reference date of bid opening, requisition or contract number, and must be received no later than as indicated in the bid documents prior to date of bid opening. Failure to comply with these conditions will result in the bidder waiving the right to dispute the bid specifications and conditions.

PRICES

Prices quoted must be firm, for acceptance by the Town of Fairfield, for a period of ninety (90) days. Prices shall include all applicable duties. Bidders shall be required to deliver awarded items at prices quoted in their original bid.

F.O.B. DESTINATION

Prices quoted shall be Net – Delivered to destination. Bids quoting other than F.O.B. Destination may be rejected.

BID BOND

~~The BID BOND furnished, as bid security, must be duly executed by the bidder as principal. It must be in the amount equal to five percent (5%) of the total estimated bid, as guarantee that, in case the contract is awarded to the bidder, the bidder will, within ten days thereafter, execute such contract and furnish a Performance Bond and Payment Bond.~~

~~Small businesses may elect to obtain an irrevocable letter of credit or cashier's check in lieu of the Bid Bond. Such surety must also be in an amount equal to at least five percent (5%) of the total estimated bid.~~

~~All bid bonds shall be written by a surety company or companies licensed in the State of Connecticut, and shall have at least an A VII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if an approved surety bond cannot be provided, the bidder shall be deemed non-responsive.~~

~~A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website: <https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570-a-z.htm>~~

~~NOTE: Failure to provide a Bid Bond or equivalent security is not cause for a waiver defect. Any bid not accompanied by such security will be excluded from consideration.~~

PERMITS

The contractor will be responsible for securing all necessary permits, state and local, as required by the Town of Fairfield. The Town will waive its application and permit fees for Town of Fairfield projects.

PAYMENT PROCEDURES

No voucher, claim or charge against the Town shall be paid without the approval of the Fiscal Officer for correctness and legality. Appropriate checks shall be drawn by the Fiscal Officer for approved claims or charges and they shall be valid without countersignature unless the Board of Selectmen otherwise prescribed.

PAYMENT PERIOD

The Town of Fairfield shall put forth its best effort to make payment within thirty days (30) after delivery of the item acceptance of the work, or receipt of a properly completed invoice, whichever is later. Payment period shall be net thirty days (30) unless otherwise specified. For projects that do not require a performance or bid bond, The Town of Fairfield reserves the right to retain five percent (5%) of total bid amount, which is payable ninety (90) days after final payment or acceptance of the work.

THE CONTRACTOR

The Contractor for the work described shall be thoroughly familiar with the requirements of all specifications, and the actual physical conditions of various job sites. The submission of a proposal shall be construed as evidence that the Contractor has examined the actual job conditions, requirements, and specifications. Any claim for labor, equipment, or materials required, or difficulties encountered which could have been foreseen had such an examination been carefully made will not be recognized.

ASSIGNMENT OF CONTRACT

No contract may be assigned or transferred without the consent of the Purchasing Authority.

AWARD OF BIDS

Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications, except as otherwise specified in the invitation. If more than one item is specified in the invitation, the Town of Fairfield reserves the right to determine the low bidder on an individual basis or on the basis of all items included in the Invitation for Bids, unless otherwise expressed by the Town. Additionally, the Town reserves the right to consider other factors in an award, such as the Town's prior experience with a vendor for services previously provided.

FIDELITY BOND

The selected Administration Management Firm shall obtain and maintain throughout the term of the contract, a fidelity bond issued by an insurer licensed by the State of Connecticut in a form acceptable to the Town's Chief Fiscal Officer in an amount deemed sufficient by the Town's Chief Fiscal Officer to cover the cash that the Administration Management Firm and/or the staff will be handling on behalf of the Town. The Administration Management Firm shall deliver a copy of said bond prior to the execution of a contract with the Town.

PERFORMANCE AND LABOR AND MATERIAL BOND

~~The successful bidder, within seven (7) business days after notification of award, will be required to furnish Performance and Labor and Material Bond provided by a company authorized to issue such bonds in the State of Connecticut, or Certified Check or properly executed Irrevocable Letter of Credit equal to a hundred per cent (100%) of the award.~~

~~In the event that the Contractor where required to provide evidence of insurance and a performance bond does not do so before beginning work, the Town of Fairfield reserves the right to withhold payment from such supplier until the evidence of insurance and performance bond has been received by the Town.~~

~~All payment and performance bonds shall be written by a surety company or companies licensed to issue bonds in the State of Connecticut, and shall have at least an A VIII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if approved surety bonds cannot be provided the contract shall be terminated.~~

~~A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website: <https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570-a-z.htm>~~

BOND REQUIREMENT – NON-RESIDENT CONTRACTORS

1. Non-resident contractors are required to deposit with the Department of Revenue Services a sum equivalent to 5% of the total contract value, as assurance that personal property taxes and/or any other State taxes assessed and due the State during the contract will be paid.
2. If this surety is not deposited with the State, the Town is required to deduct and submit to the State 5% of the total contract value.

GUARANTEE

Equipment, materials and/or work executed shall be guaranteed for a minimum period of one (1) year against defective material and workmanship. The cost of all labor, materials, shipping charges and other expenses in conjunction with the replacement of defective equipment, and/or unsatisfactory work, shall be borne by the Contractor.

CATALOGUE REFERENCE

Unless expressly stated otherwise, any and all reference to commercial types, sales, trade names and catalogues are intended to be descriptive only and not restrictive; the intent is to indicate the kind and quality of the articles that will be acceptable. Bids on other equivalent makes, or with reference to other catalogue items will be considered. The bidder is to clearly state exactly what will be furnished. Where possible and feasible, submit an illustration, descriptive material, and/or product sample.

INSURANCE

A. The Town of Fairfield is requiring insurance coverage as listed below for this work.

Note: The term "General Contractor" (hereinafter called the "Contractor") shall also include their respective agents, representatives, employees and subcontractors; and the term "Town of Fairfield" (hereinafter called the "Town") shall include their respective officers, agents, servants, officials, employees, volunteers, boards and commissions.

Note: The term "Town of Fairfield" or "Town" is to be taken to mean Town of Fairfield and the Fairfield Board of Education when the project includes the Board of Education.

At least five days before the Contract is executed and prior to commencement of work there under the Contractor will be required to submit to the Town of Fairfield, Risk Manager, 725 Old Post Road, Fairfield, CT 06824 a certificate of insurance, executed by an authorized representative of the insurance company, satisfactory to the Town's Risk Manager and in an acceptable form. The Town always reserves the right to reject insurance companies, if approved insurance policies cannot be provided the contract shall be terminated.

INSURANCE RIDER

Without limiting the Contractor's liability, the Contractor shall provide and maintain in full force and effect at all times until all work required by the contract has been fully completed, except that Products/Completed Operations coverage shall be maintained for five (5) years, insurance coverage related to its services in connection with the project in compliance with the following requirements.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the Town from requiring additional limits and coverage to be provided under the Contractor's policies.

B. Minimum Scope and Limits of Insurance:

Worker's Compensation Insurance:

- In accordance with the requirements of the laws of the State of Connecticut.
- Five hundred thousand dollars (\$500,000) Employer Liability each accident.
- Five hundred thousand dollars (\$500,000) Employer Liability each employee by disease.
- Five hundred thousand dollars (\$500,000) Employer Liability policy limit coverage for disease.

Commercial General Liability Insurance:

- Bodily Injury, Personal Injury and Property Damage one million dollars (\$1,000,000) each occurrence, two million dollars (\$2,000,000) aggregate.
- Products/Completed Operations one million dollars (\$1,000,000) each occurrence, two million dollars (\$2,000,000) aggregate.

Automobile Liability Insurance:

- A combined single limit of one million dollars (\$1,000,000). This policy shall include all liability of the Contractor arising from the operation of all self-owned motor vehicles used in the performance of the Contract; and shall also include a "non-Ownership" provision covering the operation of motor vehicles not owned by the Contractor, but used in the performance of the work, and, rider CA9948 or equivalent

Umbrella/Excess Liability Insurance:

- Three million dollars (\$3,000,000) each occurrence, two million dollars (\$2,000,000) aggregate. Such coverage must be follow form over Worker's Compensation, Commercial General Liability, and Automobile Liability.

Crime Insurance or Fidelity Bond:

- One million dollars (1,000,000) each occurrence, One million dollars (1,000,000) aggregate.

Cyber Insurance:

- One million dollars (1,000,000) aggregate.

Indemnification: The Contractor shall defend, indemnify and save harmless the Town and its officers, agents, servants, officials, employees, volunteers, boards and commissions from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses of any nature, including attorneys' fees, on account of bodily injury, sickness, disease, death or any other damages or loss sustained by any person or persons or injury or damage to or destruction of any property, directly or indirectly arising out of, relating to, or in connection with the work called for in the Contract, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence, fault or contractual default of the Contractor, its officers, agents, servants or employees, any of its sub-contractors, the Town, any of its respective officers, agents, servants, officials, employees, volunteers, boards and commissions and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false, or fraudulent, and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, provided, however, that the Contractor shall not be required to indemnify the Town, its officers, agents, servants, officials, employees, volunteers, boards and commissions, against any such damages occasioned solely by acts or omissions of the Town, its officers, agents, servants, officials, employees, volunteers, boards and commissions, other than supervisory acts or omissions of the Town, its officers, agents, servants, officials, employees, volunteers, boards and commissions, in connection with the work called for in the Contract.

"Tail" Coverage: If any of the required liability insurance is on a claims-made basis, "tail" coverage will be required at the completion of this contract for a duration of 36 months, or the maximum time period reasonably available in the marketplace. The Contractor shall furnish certification of "tail" coverages described or continuous "claims made" liability coverage for 36 months following Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this Contract. If continuous "claims made" coverage is used, the Contractor shall be required to keep the coverage in effect for duration of not less than 36 months from the end of the Contract.

Acceptability of Insurers: The Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an A.M. Best rating of A- XV or otherwise acceptable by the Town's Risk Manager.

Subcontractors: The Contractor shall require subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance/Fiduciary Liability, unless Errors and Omissions/Professional Liability/Fiduciary Liability insurance is applicable to the work performed by the subcontractor. All Certificates of Insurance shall be provided to and approved by the Town's Risk Manager prior to the commencement of work, as required herein.

Aggregate Limits: It is agreed that the Contractor shall notify the Town when fifty percent (50%) of the aggregate limits are eroded during the contract term. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. The premium shall be paid by the Contractor.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to, and approved by, the Town. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify. Under no circumstances will the Town be responsible for paying any deductible or self-insured retentions related to this Contract

Notice of Cancellation or Non-renewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to the Town, (provided ten (10) days' prior written notice shall be sufficient in the case of termination for nonpayment).

Waiver of Governmental Immunity: Unless requested otherwise by the Town, the Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the Town.

Additional Insured: The liability insurance coverage, except Errors and Omissions, Professional Liability or Workers Compensation, if included, required for the performance of the Contract shall include the Town as Additional Insured but only with respect to the Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance and contain no special limitations on the scope of protection afforded to the Town of Fairfield. The Town and/or its representative retain the right to make inquiries to the Contractor, its agents or broker and insurer directly.

Waiver of Subrogation: A waiver of subrogation in favor of the Town is required on all policies.

Waiver/Estoppel: Neither approval by the Town nor failure to disapprove the insurance furnished by the Contractor shall relieve the Contractor of the Contractor's full responsibility to provide insurance as required under this Contract.

Contractor's Insurance Additional Remedy: Compliance with the insurance requirements of this Contract shall not limit the liability of the Contractor or its Sub-Contractors/Firms, employees or agents to the Town or others. Any remedy provided to the Town shall be in addition to, and not in lieu of, any other remedy available under this Contract or otherwise.

Certificate of Insurance: As evidence of the insurance coverage required by this Contract, the Contractor shall furnish Certificate(s) of Insurance to the Town's Risk Manager prior to the award of the Contract if required by the Bid document, but in all events prior to Contractor's commencement of work under this Contract. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insured (or Loss Payees). The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage

on its behalf. Renewals of expiring certificates shall be filed thirty (30) days prior to expiration. The Town reserves the right to require complete, certified copies of all required policies at any time. All insurance documents required should be mailed to Town of Fairfield, Chief Financial Officer, 725 Old Post Road, Fairfield, CT 06824 and Town of Fairfield, Risk Manager, 725 Old Post Road, Fairfield, CT 06824.

OSHA

The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with Federal and State of Connecticut OSHA standards. The successful bidder will agree to indemnify and hold harmless the Town of Fairfield for any and all damages that may be assessed against the Town.

LIFE CYCLE COSTING

Where applicable, Life Cycle Costing will be used as a criterion for awarding bids. This is a method of calculating total cost of ownership of an item over the life of the product, which may include operation and maintenance expenses, transportation, salvage value, and/or disposal costs.

FEDERAL, STATE, AND LOCAL LAWS

All applicable Federal, State and local laws, 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. If the total amount of the project, including any current or future change orders, exceeds \$100,000.00 all work is to be done in accordance with Connecticut Department of Labor (CT-DOL) rules and regulations. More information may be obtained from: www.ctdol.state.ct.us

The Davis-Bacon and Related Acts, shall apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. More information may be obtained from: <https://www.dol.gov/whd/govcontracts/dbra.htm>

NOTE: The Town shall apply the most current wage decision applicable at the time of contract award.

CONFLICT OF INTEREST

No officer or employee or member of any elective or appointive board, commission or committee of the Town, whether temporary or permanent, shall have or acquire any financial interest gained from a successful bid, direct or indirect, aggregating more than one hundred dollars (\$100.00), in any project, matter, contract or business within his/her jurisdiction or the jurisdiction of the board, commission, or committee of which he/she is a member. Nor shall the officer / employee / member have any financial interest, direct or indirect, aggregating more than one hundred dollars (\$100.00) in any contract or proposed contract for materials or services to be furnished or used in connection with any project, matter or thing which comes under his/her jurisdiction or the jurisdiction of the board, commission, committee of which he/she is a member.

NON-WAIVER CLAUSE

The failure by the Town to require performance of any provision of this bid shall not affect the Town's right to require performance at any time thereafter, nor shall a waiver of any breach or default of a contract award constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

ATTORNEY FEES

In the event of litigation relating to the subject matter of this bid document or any resulting contract award, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

SCOPE OF WORK/SITE INSPECTIONS

The bidder declares that the scope of the work has been thoroughly reviewed and any questions resolved (see above for name and number of individual to contact for questions). If applicable, the bidder further declares that the site has been inspected as called for in the specifications (q.v.).

EXCEPTION TO SPECIFICATIONS

No protest regarding the validity or appropriateness of the specifications or of the Invitation for Bids will be considered, unless the protest is filed in writing with the Purchasing Authority prior to the closing date for the bids. All bid proposals rendered shall be considered meeting the attached specifications unless exceptions are noted on a separate page dated and signed by the bidder.

UNLESS OTHERWISE NOTED

It will be assumed that all terms and conditions and specifications will be complied with and will be considered as part of the Bid Proposal.

TAX EXEMPT

Federal Tax Exemption 06-6001998.

Exempt from State Sales Tax under State General Statutes Chapter 219-Section 12-412 Subsection A.

No exemption certificates are required and none will be issued.

REFERENCES

Provide reference details of most recent similar scope projects performed.

REFERENCE #1:

Name of Company _____ Phone _____
Contact Person _____ Cell _____
Company Address _____ Email _____
Project, Location, & Date Completed _____

REFERENCE #2:

Name of Company _____ Phone _____
Contact Person _____ Cell _____
Company Address _____ Email _____
Project, Location, & Date Completed _____

REFERENCE #3:

Name of Company _____ Phone _____
Contact Person _____ Cell _____
Company Address _____ Email _____
Project, Location, & Date Completed _____

REFERENCE #4:

Name of Company _____ Phone _____
Contact Person _____ Cell _____
Company Address _____ Email _____
Project, Location, & Date Completed _____

REFERENCE #5:

Name of Company _____ Phone _____
Contact Person _____ Cell _____
Company Address _____ Email _____
Project, Location, & Date Completed _____

SUBCONTRACTORS

Provide subcontractor details if any are to be employed as part of this contract, including labor rates:

SUBCONTRACTOR #1:

Name of Company _____ Fed ID # _____

Contact Person _____ Title _____

Company Address _____ Phone _____

Trade _____ Email _____

Rates: Supervisor \$ _____/hr Foreman \$ _____/hr Journeyman \$ _____/hr Apprentice \$ _____/hr

SUBCONTRACTOR #2:

Name of Company _____ Fed ID # _____

Contact Person _____ Title _____

Company Address _____ Phone _____

Trade _____ Email _____

Rates: Supervisor \$ _____/hr Foreman \$ _____/hr Journeyman \$ _____/hr Apprentice \$ _____/hr

SUBCONTRACTOR #3:

Name of Company _____ Fed ID # _____

Contact Person _____ Title _____

Company Address _____ Phone _____

Trade _____ Email _____

Rates: Supervisor \$ _____/hr Foreman \$ _____/hr Journeyman \$ _____/hr Apprentice \$ _____/hr

SUBCONTRACTOR #4:

Name of Company _____ Fed ID # _____

Contact Person _____ Title _____

Company Address _____ Phone _____

Trade _____ Email _____

Rates: Supervisor \$ _____/hr Foreman \$ _____/hr Journeyman \$ _____/hr Apprentice \$ _____/hr

NOTE: All sub-Contractors are subject to approval by the Town of Fairfield and are required to provide Fed ID #.

EXHIBIT A

SAMPLE OF FORM MATRIX THAT THE TOWN WILL BE USING FOR RESPONDENT SELECTION

**TOWN OF FAIRFIELD
INDIVIDUAL RESPONDENT RATING FORM**

(Reproduce this form for each Selection Committee Member to complete for each Respondent reviewed)

Project: RFP Administrative Management System

Municipality: Town of Fairfield of Connecticut

Respondent: _____

Criteria	Maximum Points	Point Rating
<i>Credentials, experience, and expertise of the respondent and key personnel.</i>	25	
<i>Past performance on Administrative Management Services, ability to provide complete administration of extra duty employment, including; scheduling extra-duty details, payroll, invoicing, financing accounts payable, general liability insurance coverage and collecting payments.</i>	20	
<i>Respondent's financial health and stability – doubtful financial stability may preclude a respondent from being considered.</i>	10	
<i>Respondent's proposed fee (Percentage Mark-up and related costs)</i>	35	
<i>References regarding services of similar scope and requirements provided for other municipalities.</i>	10	
Total Points	100	

Signed: _____

Date: _____

Name: _____

(Print)



OFF DUTY MANAGEMENT

Built By Officers For Officers

Formal Response
ADMINISTRATIVE MANAGEMENT SERVICES
OUTSIDE EXTRA-DUTY JOB SERVICES
RFP# 2022-156
TOWN OF FAIRFIELD CONNECTICUT
Due NLT April 26, 2022 at 2:00 PM

THIS PROPOSAL INCLUDES DATA THAT SHALL NOT BE DISCLOSED OUTSIDE THE POLICE DEPARTMENT ("AGENCY") AND SHALL NOT BE DUPLICATED, USED, OR DISCLOSED—IN WHOLE OR IN PART—FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL OR QUOTATION. IF, HOWEVER, A CONTRACT IS AWARDED TO THIS OFFEROR OR QUOTE AS A RESULT OF—OR IN CONNECTION WITH—THE SUBMISSION OF THESE DATA, THE AGENCY SHALL HAVE THE RIGHT TO DUPLICATE, USE, OR DISCLOSE THE DATA TO THE EXTENT PROVIDED IN THE RESULTING CONTRACT AND STATE OF CONNECTICUT OR CITY OF FAIRFIELD GOVERNING PROCUREMENT LAWS. THIS RESTRICTION DOES NOT OMIT THE AGENCY'S RIGHT TO USE INFORMATION CONTAINED IN THIS DATA IF IT IS OBTAINED FROM ANOTHER SOURCE WITHOUT RESTRICTION. THE DATA SUBJECT TO THIS RESTRICTION ARE CONTAINED IN ALL SHEETS MARKED WITH THE FOLLOWING LEGEND: "USE OR DISCLOSURE OF DATA CONTAINED ON THIS SHEET IS SUBJECT TO THE RESTRICTION ON THE TITLE PAGE OF THIS PROPOSAL."



Letter of Transmittal

April 26, 2022

Town of Fairfield
Purchasing Authority
725 Old Post Road
Independence Hall
Fairfield, CT 06824

Subject: Off Duty Management (ODM) Letter of Transmittal for the Town of Fairfield RFP #2022-156, Administrative Management Services to the Fairfield Police Department

To Whom it May Concern:

Off Duty Management, Inc. (ODM) appreciates the opportunity to win the contract to provide the technology and services required to deliver Administrative Management Services to the Fairfield Police Department that meet or exceed the contract specifications of RFP #2022-156 with this proposal response.

Bidder Identification:

Off Duty Management, Inc. (ODM)
1906 Avenue D #200
Katy, TX 77493
DUNS: 068357614
Phone: (877) 636-8300
www.OffDutyManagement.com
Tax ID: 82-0985628

Authorized Signatories and Negotiators

ODM Corporate Officers authorized to bind ODM to the contract with the Town of Fairfield and other representatives with authority to negotiate on behalf of ODM are identified below:

Authorized Signatory	Authorized Negotiator
Sherry Rowley CEO Off Duty Management, Inc. 877-636-8300 srowley@offdutymanagement.com	Greg Doran VP of Business Development and Marketing Off Duty Management, Inc. 281-665-4389 gdoran@offdutymanagement.com

Sincerely,

Sherry Rowley

Sherry Rowley
Off Duty Management
srowley@offdutymanagement.com



Executive Summary [A]

Bidder Identification:

Off Duty Management, Inc. (ODM)
1906 Avenue D #200
Katy, TX 77493
Tax ID: 82-0985628

Off Duty Management (ODM) is eager to become Fairfield Police Department's trusted off-duty employment provider. The intent of this submission is to demonstrate the high level of service and support we provide to more than 150 agencies across the country at NO COST with no hidden or extra-level service fees. Our solution will:

1. **MEET ALL OBJECTIVES** you stated in your scope of work and intent for this acquisition.
2. **REDUCE COSTS** for the Town by significantly decreasing the hours required to manage the extra-duty program down to the hours required to run officer payroll (which also could be eliminated with our *Officer Direct Pay* program if you are interested in exploring this option).
3. **MITIGATE RISKS** by absorbing all financial risk for the Town regardless of clients' late payment or non-payment.

Like you, we are fully committed to protecting your officers when they are working extra-duty. As such, we feel our comprehensive administrative solution with industry-leading technology, world-class service and support, and unmatched insurance coverage is by far the best choice for your law enforcement agency.

To preface our response, here's an overview of why our law enforcement agency partners consider us The Experts in managing extra-duty employment programs. This includes the unique attributes, capabilities, and experience ODM offers along with the benefits described below.

Built BY Officers FOR Officers

Off Duty Management (ODM) is a woman-owned, WBENC-certified business with a strong and diverse leadership team composed of former law enforcement professionals, including our founding owners, and our President, Brian Manley, retired Austin, Texas Police Chief.

Our leadership team has hundreds of years of law enforcement experience which helps us stand out amongst other options. **No other company in this industry can tout more law enforcement experience.** Because of our vast knowledge, we customize our solution to adopt your agency's business rules and needs without interruption. "*Being Built BY Officers FOR Officers*" means that ODM shares your concerns and works diligently to protect your officers, agency, and customers the way they deserve.

Unequaled Service Offering

ODM provides every service our competitors provide and more. As requested in the RFP, ODM will provide service requests, scheduling, detail management, invoicing, collections, payroll, financing of accounts payable, and general liability coverage for the Town of Fairfield and the FPD all in compliance with Town policies. In addition, we offer our governmental partners the option to utilize our *Officer Direct Pay* program and Workers' Compensation Insurance for all officers delivering the highest level of risk mitigation and protection in the industry.



Across the United States, ODM provides services similar to those requested, as well as more comprehensive offerings, for over 150 agencies and their associated officers and vendors/clients. Further, we have demonstrated and specialized experience working with municipalities and any associated specific job scheduling intricacies such as assignment priorities, individual seniority, or seniority group definitions, pay rate tiers, surcharges, etc. Since its inception, ODM has successfully onboarded all partner agencies and every implementation has been completed on time at no cost to the agency, municipality, or state. **Our expertise has resulted in our partners saving an average of 85% of their extra-duty time, money, and resources.**

Unequaled Financial Strength

ODM is a privately held business with single ownership and no partners or investors. Unlike other companies with investment interest, significant debt, or factoring relationships, we are only obligated to our agency partners and always prioritize their best interest. Our superior financial strength and liquidity allow us to consistently pay on time, even if we are not receiving payment from extra-duty employers. With ODM you will have a trusted and reliable partner for years to come.

Unsurpassed Technology

ODM's exclusive, **ad-free** mobile application, OfficerTRAK[®], has a higher average App Store rating than any other. Even for providers who solely focus their business on software as an extra-duty solution, the OfficerTRAK[®] application outperforms the competition across both Google and Apple Store platforms. Moreover, OfficerTRAK[®] is a leader in innovation, constantly updating features based on agencies' feedback to ensure a superior user experience.

Unparalleled Insurance Protection

To our knowledge, ODM provides the highest liability protection in the industry at **\$13 million in combined liability and umbrella coverage**. Our insurance comes at **NO COST** and has an AM Best rating of A+ "superior" offered by Gallagher Security Insurance Company and Everest Security Insurance. Our coverage either meets or exceeds all requirements stated in the RFP.

Unrivaled Business Continuity

To ensure exceptional, consistent service and support, ODM controls all operations from our headquarters in Katy, TX. Unlike other providers who employ remote call centers or disperse operations between various offices, our organization is centralized, and 100% mobile should the need ever arise to ensure highly efficient communication and uninterrupted processes.

Our operational capacity has been tested and proven in the most extreme of weather conditions, including Hurricane Harvey, COVID, and the unprecedented Texas Freeze of 2021. Through all of these incidents, our 24/7/365 Service & Support Team did not shut down for even one minute. In addition, our Service & Support Team can transition to completely remote operations should the need arise.

True Zero-Cost, Transparent Fee Structure

In total, our offer is truly a no-cost proposition to Fairfield/FPD that will result in a well-managed program appreciated by all program participants. Our fee is collected as a simple, additional, flat percentage fee of the per-hour rate for services that is charged to the community clients requesting extra-duty security. What this means to Fairfield/FPD is that there are **NO a la carte items, NO hidden fees or rates for additional services such as service level upgrades or system integrations, NO**



software licensing fees, and NO charge for internal agency use for overtime, special events, grants, or any other governmental-funded activities. We are an all-inclusive, comprehensive service provider and thus, we are structured to provide the highest level of risk mitigation not only for your agency, but for your officers, and clients as well. The Town of Fairfield, FPD, or its officers, will NEVER incur any fees related to our services.

Unmatched Service & Performance

ODM has never lost an agency partner due to poor service, performance, or technology gaps in the history of our company. We are the only provider in the industry that can make this statement. In fact, we have multiple partner agencies who have come to us after unsuccessfully working with one of our competitors.

We hold our teams to the highest standard because we know our agency partners are, themselves, being held to the highest standards. Our partner agencies deserve an extra-duty detail management partner they can trust, and we are one of the few, if not the only, provider that has delivered on this promise day in and day out, 24/7/365 since our founding.

ODM is very confident in stating that we have more to offer than any of our peers and we do so with integrity and dedication. So much so, we encourage you to speak with our partners as we are positive that they will tell you the same thing. In fact, here are a few of our favorite comments from our partners...

"We've been conditioned to think that if something's too good to be true, it probably is. But in the case of Off Duty Management, it's just true. I can't say enough positive things about ODM."

– Chief Nathan Huibregtse, Yavapai-Apache AZ PD

"I've been pleased with the responsiveness and professionalism of the Off Duty Management operations team. We can tell they are genuinely there to help us out and make sure the agency is running smoothly and the way we want it to. They have always been top-notch."

– Lieutenant Daniel Lewis, Jr., Tucson AZ PD

"Everything that ODM said they would do upfront they delivered on, plus some. I got all the response and customer service that I would have expected from Off Duty Management to help me manage even unique sets of circumstances. Even when those odd things pop up, you pick up the phone, you call ODM, they answer, and they deliver."

– Chief Scott Brewer, Prosper TX PD

Once again, we thank you for the opportunity to submit our proposal for your thoughtful consideration. If you have any questions while reviewing this offer, please feel free to reach out to anyone on the Off Duty Management team for a prompt response.

Statement of Proposal Life

ODM affirms that our proposal will remain valid for a period of at least three (3) months from the RFP due date.



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1 Completed and Signed RFP Cover Page



Town of Fairfield

Sullivan Independence Hall
 725 Old Post Road

Fairfield, Connecticut 06824
 Purchasing Department

(203) 256-3060
 FAX (203) 256-3080

RFP #2022-156
 Administrative Management Services
 Fairfield Police Department

TOWN OF FAIRFIELD
 PURCHASING AUTHORITY
 725 OLD POST ROAD
 INDEPENDENCE HALL
 FAIRFIELD, CT 06824.

SEALED BIDS are subject to the standard instructions set forth on the attached sheets. Any modifications must be specifically accepted by the Town of Fairfield, Purchasing Authority.

Thomas R. Brown
 First Selectman
John P. Kelly
 Director of Purchasing
 04/07/2022
 Date

Date Submitted April 26 2022.

Bidder:
 Off Duty Management
 Doing Business As (Trade Name)

1906 Ave. D #200
 Address

Katy, TX 77493
 Town, State, Zip

Sherry Rowley, CEO
 (Mr./Ms.) Name and Title, Printed

Sherry Rowley
 Signature

877-636-8300
 Telephone Fax

srowley@offdutymanagement.com
 E-mail

Sealed proposals will be received by the Purchasing Authority at the office of the Director of Purchasing, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut 06824, up to

2:00 pm, Tuesday, 26th April, 2022

To provide labor, materials and all else necessary for Administrative Management Services for the Town of Fairfield on behalf of the Fairfield Police Department as detailed in the attached specifications.

NOTES:

- Proposers are to complete all requested data in the upper right corner of this page and must return this page and the Proposal page with their bid
- No proposal shall be accepted from, or contracts awarded to, any person/company who is in arrears to the Town of Fairfield upon debt, or contract or who has been within the prior five (5) years, a defaulter as surety or otherwise upon obligations to the Town of Fairfield.
- Proposals are to be submitted in a sealed envelope and clearly marked "RFP #2022-156" on the outside of the envelope, including all outer packaging, such as DHL, FedEx, UPS, etc.
- It is the sole responsibility of the Proposer to see that the proposal is received by the Fairfield Purchasing Department prior to the time and date noted above. Proposals are not to be submitted via email or fax
- Proposals are not to be submitted with plastic binders or covers, nor may the proposal contain any plastic inserts or pages.



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

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Katy, TX 77493

Town, State, Zip

Sherry Rowley, CEO

(Mr./Ms.) Name and Title, Printed

Sherry Rowley

Signature

877-636-8300

Telephone

Fax

srowley@offdutymanagement.com

E-mail

SEALED BIDS are subject to the standard instructions set forth on the attached sheets. Any modifications must be specifically accepted by the Town of Fairfield, Purchasing Authority.

Thomas R. [Signature]
First Selectwoman

[Signature]
Director of Purchasing

04/07/2022
Date

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5. Proposals are not to be submitted with plastic binders or covers, nor may the proposal contain any plastic inserts or pages.



2 Completed and Signed Proposal Form

PROPOSAL FORM

PROPOSAL TO: Town of Fairfield, Purchasing Department
 First Floor, Sullivan Independence Hall
 725 Old Post Road, Fairfield, Connecticut 06824

I, Greg Doran have received the following contract documents,

1. RFP Document #2022-156,
2. Posted addenda (if any) numbered N/A thru _____, posted at www.fairfieldct.org/purchasing

and have included their provisions in my Proposal. I shall provide all labor, materials, equipment, technical service, insurances, warranties, applicable taxes and licenses, etc., to perform Administrative Management Services as specified:

The respondent shall indicate below the straight overall percentage it is proposing to receive for the Administrative Management Services identified in this RFP and in all addenda, if any:

Mark-up on Outside Extra-Duty Job Details	7.25% _____
Set Rate Per Assignment	N/A _____
Add Alternate: On-Duty Scheduling Software	Free (no cost) internal use of the OfficerTRAK software and app
Maintenance Contract (if applicable)	\$0 - No Cost

Respondents shall list any additional costs, if applicable, as well as any exceptions in the RFP Submission

The above percentage shall include any and all related services and shall be in effect for the full term of the Personal Services Contract

The Town has the right to add or remove items and/or quantities from this bid. Unbalanced bids will not be accepted. The Town of Fairfield reserves the right to award the bid with multiple items:

- a) To more than one bidder, based on meeting the item(s) specification, cost, availability, or any combination of these criteria;
- b) To a single bidder who meets the specifications for all items, and offers the best combination of lowest cost, best availability, and broadest product range;
- c) May add, subtract or delete any item and/or quantity as deemed in the best interest of the Town.
- d) All pricing shall include the cost of labor, materials, equipment, tools, mobilization, incidentals, delivery, (where not waived by the Town), licenses, overhead and profit, taxes (except from which the Town is exempt) and insurances.



CHECKLIST

The following must be submitted with proposal:

- Cover page, completed and signed.
- Addenda acknowledged per Item 2 on Bid Proposal Form, or
- Signed and submitted with modified pricing if requested.
- List of references where projects performed of comparable size and scope within the past three years.
- Schedule of values.
- List of all sub-contractors identifying each trade, hourly rates, and Tax ID number.

The Bidder hereby certifies that any and all defects, errors, inconsistencies or omissions of which he/she is aware, either directly or by notification from any sub-bidder or material supplier found in the Contract Documents are listed herewith in this Bid Form.

Greg Doran

Name and Title of Authorized Representative (Printed)



Signature

4/26/22

Date

PROPOSAL FORM

PROPOSAL TO: Town of Fairfield, Purchasing Department
First Floor, Sullivan Independence Hall
725 Old Post Road, Fairfield, Connecticut 06824

I, Greg Doran have received the following contract documents,

1. RFP Document #2022-156.
2. Posted addenda (if any) numbered N/A thru N/A, posted at www.fairfieldet.org/purchasing

and have included their provisions in my Proposal. I shall provide all labor, materials, equipment, technical service, insurances, warranties, applicable taxes and licenses, etc., to perform Administrative Management Services as specified:

The respondent shall indicate below the straight overall percentage it is proposing to receive for the Administrative Management Services identified in this RFP and in all addenda, if any:

Mark-up on Outside Extra-Duty Job Details	<u>7.25%</u>
Set Rate Per Assignment	<u>\$ N/A</u>
Add Alternate: On-Duty Scheduling Software	<u>\$ 0 - Free internal use-no cost</u>
Maintenance Contract (if applicable)	<u>\$ 0 - No Cost / year</u>

Respondents shall list any additional costs, if applicable, as well as any exceptions in the RFP Submission.

The above percentage shall include any and all related services and shall be in effect for the full term of the Personal Services Contract.

The Town has the right to add or remove items and/or quantities from this bid. Unbalanced bids will not be accepted.

The Town of Fairfield reserves the right to award the bid with multiple items:

- a) To more than one bidder, based on meeting the item(s) specification, cost, availability, or any combination of these criteria;
- b) To a single bidder who meets the specifications for all items, and offers the best combination of lowest cost, best availability, and broadest product range;
- c) May add, subtract or delete any item and/or quantity as deemed in the best interest of the Town.
- d) All pricing shall include the cost of labor, materials, equipment, tools, mobilization, incidentals, delivery, (where not waived by the Town), licenses, overhead and profit, taxes (except from which the Town is exempt) and insurances.

CHECKLIST

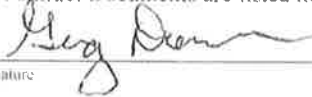
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- Signed and submitted with modified pricing if requested.
- List of references where projects performed of comparable size and scope within the past three years.
- Schedule of values.
- List of all sub-contractors identifying each trade, hourly rates, and Tax ID number.

The Bidder hereby certifies that any and all defects, errors, inconsistencies or omissions of which he/she is aware, either directly or by notification from any sub-bidder or material supplier found in the Contract Documents are listed herewith in this Bid Form.

Greg Doran - Vice President of Business Development

Name and Title of Authorized Representative (Printed)


Signature

4-22-2022

Date



3 Financial Documentation |B|

Off Duty Management, Inc. (ODM) has been in business for over five (5) years and is 100% owned by Sherry and Brett Rowley. ODM has extremely strong financial standing, liquidity, and solvency along with outstanding banking relationships with two of the top banking institutions in the country: JP Morgan Chase serves as our primary bank and Wells Fargo is our supporting bank.

Do You Want a Provider More Worried About Their Payroll – Than Yours?

“One of the things that was a big selling point for us was the liquidity of the company [ODM].”

– Lieutenant Daniel Lewis, Jr.
Tucson PD, AZ

From a liquidity perspective, our owners enjoy \$600,000 in working capital, \$100 million in cash flow/infusion, and \$31 million in additional assets (see accompanying banking letters that support this statement). ODM’s financial strength is a significant factor in our ability to offer the industry’s best A+ accredited insurance coverage. A recent report by RapidRatings, one of the leading independent credit and financial risk predictive analytics firms, rated ODM with a Very Strong Health and Very Low- Risk score of 93 (out of 100) in their Financial Health Rating system, qualifying ODM as a Sector Leader (based on actual historical financial data through 2Q 2020).

In addition to our extensive experience within extra-duty program management, ODM’s financial health and accounting practices (verified and backed by our financial partner JP Morgan Chase), offer an advantage to FPD and the Town of Fairfield. We have extraordinarily strong Balance Sheets with zero outstanding third-party debt, no loans, no venture capital, and no outside partners, in addition to ample on-demand access to material equity injection from our shareholders. During our entire corporate history, we have never taken on debt, nor pledged any portion of our accounts receivable or current invoices under a factoring arrangement (i.e., commercial arrangement to sell our invoices). No other provider can offer this level of financial stability. This level of stability ensures that FPD and/or the Town of Fairfield will face no exposure from a company that may be sold or unable to meet its obligations, especially when dealing with the payroll requirements from FPD’s extra-duty program.

We take pride in the fact that we have never missed a payment to an officer or governmental partner and are able to instantly respond to any additional/incremental operational cash demand. ODM can sustain itself without the need to access third-party financing or engage in a lengthy process of negotiations with financial institutions. Our financial resources have allowed us to provide services and payments to the largest agencies in the nation utilizing a third-party extra-duty management provider including Massachusetts State Police, Fairfax County PD -AZ, and Maricopa County Sherriff’s Office -AZ. What this means for the Town of Fairfield and the Fairfield Police Department is that ODM will never miss a payment to an officer / agency we support.

In addition, we have the liquidity to meet our obligations and support our growth without being indebted. Since we do not have any external investors, our client agencies know exactly who they are partnering with when working with ODM. We believe that no other competitor in this space has better financial strength or could be a better long-term partner for FPD.



Since ODM is a privately owned company, we will not be including copies of our annual reports or balance sheets with our submission; although we are more than willing to review this information with the Town as part of the evaluation process. To demonstrate our financial wherewithal, which is extensive, we have provided letters from our financial institutions to support your evaluation. As requested in the RFP, these letters are being provided in a separate, sealed envelope.

4 Business History [C]

ODM Co-Founders/Owners Sherry and Brett Rowley have spent well over two decades working in and around law enforcement, with Sherry beginning her career as a clerk at the local district attorney's office and Brett as a police officer at a local agency. Their degrees, a Bachelor of Science in Criminal Justice, and a Master of Arts in Criminology, helped prepare them for their careers in law enforcement and for serving the needs of police officers, agencies, and their communities. In 2002, Sherry and Brett began their own company, Off Duty Services (ODS), the first and largest nationwide security company specializing in providing extra-duty police officers to the private sector. This experience gave them unparalleled access and insight into the extra-duty programs of hundreds of police departments ... the good, the bad, and the ugly.

Fast forward to 2016. After decades of working in and with the law enforcement community, it was apparent that there was no standardized approach for the administration of extra-duty employment programs for municipal, county, and state police agencies; nor were there any private sector solutions for agencies to utilize in the management of their extra-duty programs. As pioneers in a new industry, Sherry and Brett began building an entirely new company with a single, narrowly focused goal: to work exclusively with local, county, and state police departments to effectively manage their extra-duty programs in the safest, most efficient, and cost-effective manner.

On March 20, 2017, Off Duty Management, Inc. (ODM) was formally established in Katy, Texas as a separate corporate entity: a woman-owned, WBENC-certified corporation specifically dedicated to supporting governmental law enforcement agencies and municipalities across the nation with the administration and management of their police extra-duty programs.

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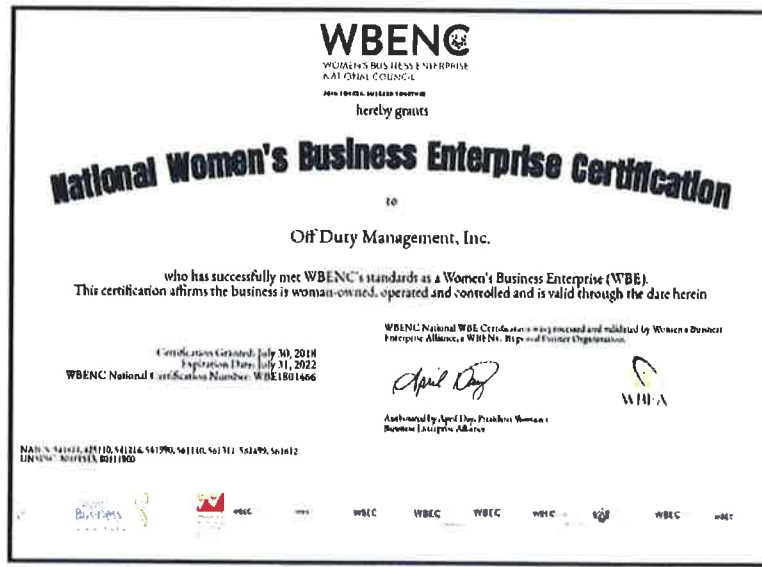


Figure 1: ODM's National Women's Business Enterprise Certificate

The ODM leadership team, recruited from within the ranks of law enforcement and the private sector, established the company's guiding principles which, to this day, include those identified in Figure 2, below:

- The interest and safety of officers and agencies is paramount.
- The program must be completely free to officers and agencies.
- The program must be flexible to the needs of each client agency.
- Superior vendor service to the community is vital.

Figure 2: ODM's Guiding Principles

Coinciding with incorporation and after years of development, our exclusive cloud-based and proprietary software, OfficerTRAK® was launched to complete our comprehensive service, insurance, and technology offering. OfficerTRAK® was developed as the only solution to enable law enforcement agencies across the nation to offer risk and liability assistance to officers while simultaneously saving critical time, money, and resources for agencies. Today, ODM manages extra-duty programs for many agencies throughout the United States and remains the fastest-growing provider of extra-duty services nationwide. ODM exclusively serves and protects municipalities and law enforcement agencies across the nation as an extra-duty partner and expert; providing all the necessary people, processes, and technology agencies need to monitor, administer, protect officers, and create accountability with their extra-duty jobs. ODM allows an



agency to see how easy extra-duty management can be and solves most risks and liabilities that accompany extra-duty work.

ODM is 100% owned and operated by Sherry and Brett Rowley and it will be for years to come. They have a deep passion for supporting offices, agencies, and governmental entities across the nation.

5 Legal / Performance Issues [D, E, F]

5.1 Conflict of Interest [D]

ODM operations are in full compliance with all Federal, State, and municipal laws, codes, and ordinances governing Organizational or Personal Conflicts of Interest with respect to procurement activities and/or the delivery of technology and services. ODM does not have any selectman or other officers, employee or person who is payable, in whole or in part from the Town nor does any representative from the Town currently have any direct or indirect personal interest in ODM.

For this procurement, governance includes compliance with the Connecticut Conflict of Interest Statutes under Connecticut General Statutes, Title 7 – Municipalities, Chapter 113 – Municipal Employees, Section 7-479 – Conflicts of Interest and as referenced and applicable to other Chapters and Sections of Connecticut Law and promulgated procurement regulations regarding organizational or personal conflicts of interest. Additionally, we comply at the Federal level with the governance under 41 USC §2304/Pub. L. 100–463, title VIII, §8141, Oct. 1, 1988, and 102 Stat. 2270–47.

To ensure compliance, ODM prepares and operates under both a general and contract-specific Organizational Conflict of Interest Mitigation Plan. The general plan covers the segmentation of business interests, operations, and financial accounting, while the contract-specific plan accommodates the specific laws and regulations for the jurisdiction in which each contract will operate. Our specific statements and plan for compliance under this procurement are described in the following subsections.

5.1.1 Organization Conflict of Interest Disclosure and Mitigation Plan

By definition, and for procurement purposes, “Organizational conflict of interest” means that because of other activities or relationships with other persons, “a person is unable or potentially unable to render impartial assistance or advice to the Government, the person’s objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.”

For purposes of this plan, the term “OCI” shall be known to mean Organizational Conflict of Interest. ODM ensures the neutrality and objectivity of all contract operations, participants, and ownership in contract-related tasks through the following mechanisms:

1. Proven management plans and tools that enable our staff to identify OCI and Personal Conflicts of Interest (PCI), both realized and potential.



2. Highly trustworthy personnel across the scope of our operations.
3. Processes, checks, and measures that define proper methods of disclosure, evaluation, and resolution of OCI situations.
4. Additional business interests of ODM's primary shareholders are properly segmented at both the operational and management level. This includes separate charts of accounts and separate P&L statements.
5. Management controls in place for applications, financial, and personnel systems. This includes full logging of all transactions and activities within both our Oracle NetSuite and OfficerTRAK[®] systems that are used to support administrative servicing under this procurement for extra-duty detail assignments.
6. Uniformity of price and agreements. Contracts, pricing, and administrative fees for all customers requesting extra-duty detail services are always the same. Officer pay is uniform as approved by the contract and by the Town of Fairfield – no other fees and/or pay rates are charged by ODM, either directly or indirectly other than those specified by, and/or approved under the contract for this procurement.
7. ODM's administration and technology architectures are automated such that biased preference cannot be made with respect to the posting, scheduling, and assignment of extra-duty detail. Extra-duty assignments are processed in strict accordance with FPD's directives and specifications regarding eligibility and other work rules, including any governing collective bargaining agreement, if applicable. Again, all system activities and transactions are logged, and reports are accessible by the agency for purposes of oversight and verification.

Using these resources and methods in combination under a formal OCI Plan will effectively eliminate the risk of conflicts of interest (COI) in the performance of this contract. The following subsections describe the OCI Plan in further detail, including how the Plan:

- Enables ODM to track OCIs after identification
- Establishes subject matter and schedules OCI training and oversight programs
- Ensures compliance with applicable regulations

5.1.1.1 Understanding the Need

Avoiding conflicts of interest is a foundational element of ODM's business model. One of our operational rules addresses this issue directly:

Any employee shall disclose immediately to ODM any circumstances that create a conflict of interest or that may cause the individual to be biased or unfair, or to have an advantage that would otherwise not exist in any situation related to professional activities associated with Off Duty Management, Inc. or its clients or interests, financial or otherwise.



ODM documents OCI instances in detail immediately upon discovery and takes prompt actions to mitigate or eliminate any potential OCI.

5.1.1.2 Known/Existing OCI

At the time of submission of our proposal, there are no known or perceived conflicts of interest with respect to ODM, this contract work for FPD, and ODM's existing or planned business operations and relationships. ODM affirms as required by the City's required Certification 3 Statement that ODM certifies that no member, officer, employee, agent, or City Council member of the City of Fairfield member exercising any functions or responsibilities with respect to the program outlined in this contract shall have any personal financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. ODM shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of this section. The Consultant shall use due diligence to ensure employees, Board members, family members, and officers do not participate in contracts receiving funds pursuant to this agreement.

5.1.1.3 Personal Certification

ODM will put into effect a personal certification for all employees – including those not performing under the Fairfield/FPD contract – which attests to the individual's consent to report to the ODM Contract Manager any personal conflict of interest, actual or perceived, that may arise as a result of their position or duties. The certification will also mandate the individual's signature attesting that he or she has completed and understands the OCI training provided by ODM.

5.1.1.4 OCI Disclosure, Evaluation, and Resolution

Verifiable conflicts of interest are documented thoroughly and escalated immediately to appropriate personnel. Company ownership receives notification in all cases. Upper/Program Management is notified and shall disseminate memorandums throughout the organization as needed to track, isolate, and rectify COI that may branch off from the initial source (i.e., in follow-up paperwork, computer records, etc.). The ODM legal team may be notified if the COI impacts documentation or compliance.

5.1.1.5 Corrective Action (Employees)

Corrective action taken for employees suspected of COI activity begins with personnel files. ODM will use these during investigations to identify previous employers/supervisors, names and addresses of immediate family members, beneficiaries listed for health and life insurance coverage, dependents, and other persons or entities that may potentially benefit from a conflict.

5.1.1.6 Corrective Action

Any instance of COI discovered under this contract (although none are expected) shall be rectified and alternatives offered and/or put into place (with Fairfield/FPD approval) as expediently as possible.

5.1.1.7 OCI Training and Oversight

ODM facilitates the familiarization/training of the company OCI Plan through classroom instruction, written/electronic subject matter, or both. Such "awareness training" occurs on an



annual basis, with follow-up material issued whenever updates or revisions to the general provisions are released. The company's OCI Plan is available for all employees to review.

5.1.1.8 Regulatory Compliance

The ODM OCI Plan has been created in consideration of the following guidelines:

- Connecticut Conflict of Interest Statutes under Connecticut General Statutes, Title 7 – Municipalities, Chapter 113 – Municipal Employees, Section 7-479 – Conflicts of Interest
- 41 USC §2304/Pub. L. 100–463, title VIII, §8141, Oct. 1, 1988, and 102 Stat. 2270–47.
- Publication GAO/GGD-96-15 "Government Contractors - Selected Agencies' Efforts to Identify Organizational Conflict of Interest" (U.S. General Accounting Office, October 1995).
- FAR Subpart 9.5 -- Organizational and Consultant Conflicts of Interest.

ODM has not previously submitted an OCI Disclosure and Mitigation Plan to the Fairfield/FPD.

5.2 Litigations Resulting from Contract Operations [E]

ODM states and affirms that there are no previous or pending lawsuits against our company. Further, neither ODM as a company, nor any of our employees or officers, have ever been involved in a lawsuit brought as a result of any negligence in contract operations or maintenance. ODM is a highly responsible vendor, both ethically and financially.

5.3 Early Contract Termination History [F]

ODM also states and affirms that it is, in fact, the only service or software provider in the industry that has never lost an agency partner due to poor service or performance, or any other reason of default, and we do not foresee that ever happening.

Further, ODM attests that it has never been debarred or suspended from doing business with any Federal, State, Municipal, or Jurisdictional authority in the United States at any time in the past.

6 Key Personnel [G]

ODM is comprised of a leadership team and staff of seasoned law enforcement and private sector individuals who have a single, dedicated purpose – working with local, county, and state law enforcement agencies to administer their extra-duty programs. In total, ODM's knowledge and experience in administering extra-duty policing details are extensive as the leadership team collectively has over 160 years of extra-duty law enforcement experience. Our team members have worked extra-duty, commanded extra-duty agency programs, audited extra-duty agency programs, scheduled extra-duty officers, built the industry-leading extra-duty service company in the nation, hired extra-duty officers, and managed risk for extra-duty companies. This extensive background, experience, and expertise provide ODM with an unmatched foundation to deliver the most comprehensive extra-duty administrative services program in the nation.



ODM ensures that each contract is fully staffed with experienced personnel in all positions to ensure full coverage of daily administrative, financial, and technical support functions. Our approach includes the assignment of dedicated service teams and individuals for each of our agency partners. ODM's approach ensures that these functions are staffed 24/7/365. ODM's service infrastructure is organized entirely along the exclusive, core line of business solutions that ODM offers for comprehensive extra-duty program management and technology for law enforcement and other public safety agencies.

6.1 ODM Organizational Structure

ODM operates as an organization with clear lines of reporting and responsibility to support each of our partner agencies' Extra-Duty programs. Our structure for Fairfield/FPD is shown in Figure 3, below.

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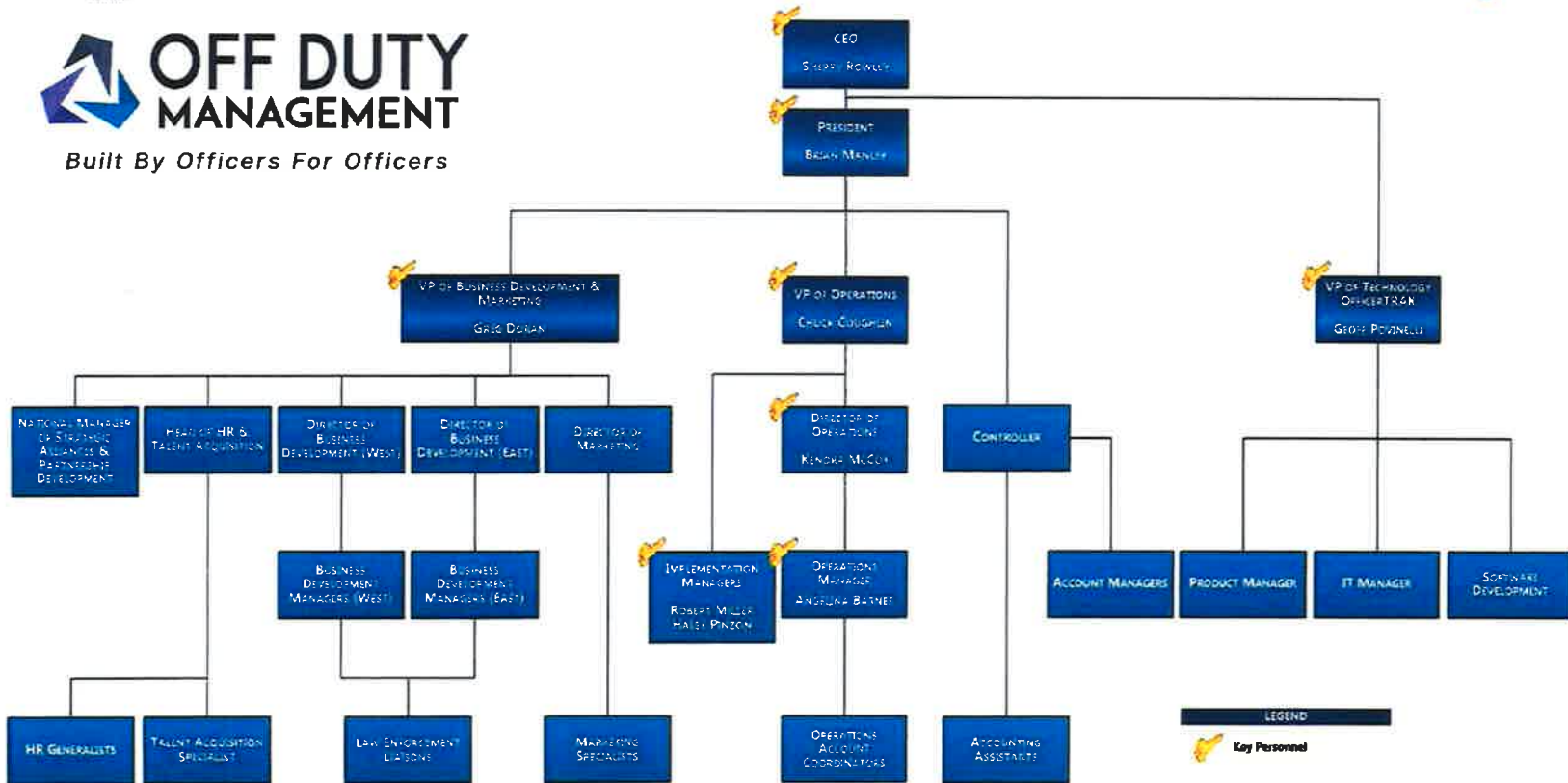


Figure 3: ODM Organizational Chart



6.2 Key Personnel for Fairfield/FPD

In this sub-section, our company and executive officers are listed along with the names and associated project lists of our project team members. In the following sub-sections, bios are provided for our company and executive officers as well as our project team members.

The project team devoted to the Fairfield Police Department Administrative Management Services project will be led by Kendra McCoy, the Director of Operations, who has been with ODM since inception in the capacity of either Operations Supervisor or Director of Operations. Kendra has served as the primary point of contact with many of our past and current clients.


Table 1: ODM Key Personnel Listing – Fairfield/FPD Project


Name	Title	Past and Current Project Listing
Company Officer		
Sherry Rowley	Chief Executive Officer	All ODM projects supporting 150+ law enforcement agencies
Executive Team		
Brian Manley	President	All ODM projects supporting 150+ law enforcement agencies
Greg Doran	Vice President of Business Development and Marketing	All ODM projects supporting 150+ law enforcement agencies
Chuck Coughlin	Vice President of Operations	All ODM projects supporting 150+ law enforcement agencies
Geoff Povinelli	Vice President of Technology and OfficerTRAK®	All ODM projects supporting 150+ law enforcement agencies
Project Team		
Kendra McCoy	Director of Operations	All referenced projects provided in Section 8 plus 83 others. All projects are comprehensive services projects that include all of the services requested in this RFP.
Angelina Barnes	Operations Manager	Reference Project Examples: Plainfield IN PD, Gilbert AZ PD plus 18 other projects. All projects are comprehensive services projects that include all of the services requested in this RFP.
Robert Miller	Implementation Manager	19 projects. All projects are comprehensive services projects that include all of the services requested in this RFP.
Haley Pinzon	Implementation Manager	5 projects. All projects are comprehensive services projects that include all of the services requested in this RFP.

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6.3 Bios of Company and Executive Officers and Project Team


Sherry Rowley		<i>Chief Executive Officer</i>	
25+ Years in Law Enforcement, Physical Security and Operations			
Experience	<ul style="list-style-type: none"> • 19+ years of operational and financial systems experience focused in the extra-duty program industry • 10+ years of law enforcement, legal administrative, operations experience including risk management 		
Overview	<p>Sherry Rowley is the Co-Founder and CEO of Off Duty Management. Sherry leads efforts regarding ideation, strategic planning, and implementation of new and long-term business engagements. Prior to co-founding ODM, Sherry was the Co-Founder and President of Off Duty Services, the nation's largest supplier of extra-duty officers to the private sector. Prior to Off Duty Services, Sherry held several key administrative positions at a local law enforcement agency and district attorney's office.</p>		
Education	Sherry has a Bachelor of Science in Criminal Justice.		

Brian Manley		<i>President</i>	
30 Years in Law Enforcement; 4 Years as Chief of Police			
Experience	<ul style="list-style-type: none"> • 30 years in law enforcement • 4 years as Chief of Police in Austin, TX (11th largest city in the nation) • Created the Austin Police Department's Officer Health and Wellness Bureau 		
Overview	<p>Brian Manley joined the Austin, TX Police Department in 1990 and served there for 30 years, his last four as the Chief of Police. Chief Manley led a department of over 2,500 sworn law enforcement and support personnel, with an annual budget of over \$400 million. Chief Manley served in and led many areas of the Department, including Patrol, Narcotics, Child Abuse, Homicide, Highway Enforcement, Internal Affairs, Special Operations & Homeland Security, and Recruiting & Training. In 2019, Chief Manley was recognized by Fortune magazine as one of the 50 "World's Greatest Leaders". Further, he has lectured at CALEA on the Blind Spot / Hidden Risks and Liabilities of Extra-Duty Details and was recently published in the FBINAA and the industry-leading journal, Police One, on the same risks.</p> <p>Having retired from the Austin Police Department, Chief Manley was looking for a way to continue serving the men and women of law enforcement, and the communities they serve. He found that opportunity with Off Duty Management, a company focusing on protecting officers from potential liabilities they face while working extra-duty, as it aligned with his continuing commitment to officer wellness and protection. In addition to overseeing all operations and business activities, Brian is responsible for public relations, serves as the primary business representative in communication with ownership, ensures resource optimization and organizational development, and supports the working and service culture of the business.</p>		
Education	<p>Chief Manley attended the University of Texas at Austin, earning his Bachelor of Business Administration degree in Finance in 1992. He earned his Master of Science in Organizational Leadership and Ethics (MSOLE) degree from St. Edward's University in Austin in 2004 and was recognized as the St. Edward's University 2004 Outstanding MSOLE Graduate of the Year. Chief Manley went on to serve as an adjunct professor in the St. Edward's University Criminal Justice program and was awarded the School of Behavioral and Social Sciences 2012 Outstanding Adjunct Award. Chief Manley is a graduate of the Police Executive Research Forum's Senior Management Institute for Police and the Major Cities Chiefs Association Police Executive Leadership Institute.</p>		





Greg Doran		<i>Vice President of Business Development and Marketing</i>	
25+ Years in Service, Risk Management, Operations, and Sales			
Experience	<ul style="list-style-type: none"> • 20+ years managing extra-duty police programs for large corporations • 15+ years engineering custom service solutions for law enforcement agencies 		
Overview	<p>Prior to joining ODM, Greg had a successful corporate and consulting career in various senior leadership roles that included: Sales, Service, Operations, People/Organizational Development and Marketing. Greg has over 25 years related experience with 20 years managing police extra-duty programs and hiring officers for multi-billion-dollar corporations. Greg has served as an advisory board member and chairperson for several organizations including the Orange Bowl and March of Dimes.</p>		
Education	<p>Greg attended Cal State Fullerton, completing studies in International Business and Entrepreneurship.</p>		


Chuck Coughlin		<i>Vice President of Operations</i>	
20+ Years in Operations Management			
Experience	<ul style="list-style-type: none"> • 20+ years operations management experience with various operations divisions within a Fortune 1 company. 		
Overview	<p>Chuck is a project management professional with experience in logistics, procurement, and supply chain management. His strong communication skills allow him to successfully lead change within an organization. Prior to ODM, Chuck held positions as Store Director, Area Manager, and Store Manager for a Fortune 1 Company.</p>		
Education	<p>Chuck holds a BBA in Organizational Behavior and Management from the University of Houston and a certification from the Walton Institute of Leadership</p>		


Geoff Povinelli		<i>Vice President of Technology and OfficerTRAK®</i>	
20+ Years in Law Enforcement Software Development and Physical Security			
Experience	<ul style="list-style-type: none"> • 10+ years in management of extra-duty police programs • 10 years of software development and project management experience • 8 years of law enforcement experience 		
Overview	<p>Geoff Povinelli oversees all aspects of the company's technology including the design and development of OfficerTRAK® software. Geoff's extensive background in software development, law enforcement, and extra-duty management services were useful in the development of certain features that would make extra-duty scheduling and management easier to use and more efficient for agencies and their officers. In addition, Geoff has interacted with hundreds of agencies over the last several years to better understand all aspects and best practices surrounding extra-duty management. Prior to work at ODM, Geoff served as Associate Vice President of Security Services for the Memorial Hermann Health System in Houston, Texas. Geoff's background includes healthcare security management, federal law enforcement, and software project management.</p>		
Education	<p>Geoff holds a B.S. in Criminal Justice from the State University College of New York at Buffalo.</p>		



Kendra McCoy <i>Director of Operations</i>		
8 Years in the Extra-Duty Industry		
Experience	<ul style="list-style-type: none"> • 8 years of experience in extra-duty scheduling, payroll, and vendor services • U.S. Air Force veteran 	
Overview	Kendra is the Director of Operations and has more than 10 years of experience in leadership, operations, account management, training, and development. She is a dynamic leader with proven record of implementing innovative methods to streamline operations and reduce costs. She is a dedicated specialist with a career history of optimizing production to increase profitability, and has over 11 years of related experience with 7 years in extra-duty programs. Kendra is a United States Air Force veteran who worked in transportation and logistics operations while deployed overseas. Kendra specializes in scheduling, payroll, invoicing, and vendor service.	
Education	Kendra received her Associates Degree in Applied Science from the Community College of the Air Force in Transportation Management.	

Angelina Barnes <i>Operations Manager</i>		
15+ Years in Management		
Experience	<ul style="list-style-type: none"> • 15+ years of management experience championing several different industries including retail, restaurant, medical, and construction 	
Overview	Angelina is the Operations Manager, specializing in leadership development and training, financial performance, and business development. She manages the operations and logistics staff for extra-duty programs.	
Education	Attended Wayne State University in Wayne, Nebraska and Metro Community College of Omaha in Omaha, Nebraska	

Haley Pinzon <i>Implementation Manager</i>		
7+ Years in Operations and Human Resource Management		
Experience	<ul style="list-style-type: none"> • Over 7 years' experience working in a fast-paced, detail-oriented, and results-driven environment heavily focused on customer service and engagement 	
Overview	Haley is a management professional proficient in all aspects of operations and development. She is a hands-on individual who strives to find solutions and provide an answer to any situation that arises.	
Education	Hayley holds a Bachelor of Science in Animal Science from Texas A&M University.	

Bobby Miller <i>Implementation Manager</i>		
10+ Years in Operations Management		
Experience	<ul style="list-style-type: none"> • 10+ years of operations management experience with various operations divisions within a Fortune 1 company 	
Overview	Bobby is a project management professional with experience directing and enhancing business operations within high volume environments.	
Education	Bobby studied Mathematics and Criminal Justice at Texas State University.	



7 Use of Subcontractors [H]

For this contract (RFP 2022-156), ODM has no proposed subcontractors.

8 References [I]

Across the United States, ODM provides services similar to those requested by Fairfield/FPD for over 150 agencies and their associated officers and vendors/clients. Since our official incorporation over five (5) years ago, ODM is the fastest growing, most experienced, most technologically advanced national provider of extra-duty management services. We consistently deliver comprehensive services to agencies similar in size and complexity to FPD. In summary, ODM has a level of experience with regard to extra-duty management services that is unsurpassed in the industry as proven by the following:

- Hundreds of years of combined experience in extra-duty program management.
- Over 150 agencies across the nation are ODM customers.
- The largest agencies in the U.S. utilizing a 3rd party to provide extra-duty program administration chose ODM as their partner including Massachusetts State Police, Fairfax County PD -VA, Tucson PD -AZ, Maricopa County Sheriff's Office, and more.
- An extensive list of deeply satisfied partners who can attest to our industry-leading experience, easy-to-use software solution, and top-tier service and operational support are available as references.
- Highly respected in the law enforcement community due to the extensive law enforcement experience held by the management and sales teams.
- Always serving as the prime contractor, ODM has experience in ALL aspects of delivering comprehensive, extra-duty administration solutions for law enforcement agencies.

In this section, we provide ten (10) examples of relevant, current, and comparable municipality projects/programs operated by ODM for partner agencies. Our references are a testament to the consistency and quality of our services.

Table 2: ODM Reference Information

Reference 1	
Company Name	Plainfield Police Department
Company Address	1075 W Main Street, Plainfield, IN 46168
Contact Name	Jared McKee
Contact Title	Executive Director of Public Safety; former Chief
Contact Phone	(317) 754-5315
Contact Email	Jared.mckee@plainfieldpd.org
Service Dates	01/2019 - Current
Sworn Officers	55
Reference 2	
Company Name	Amarillo Police Department



Company Address	200 East 3 rd Ave, Amarillo, TX 79101
Contact Name	Martin Birkenfeld
Contact Title	Chief
Contact Phone	(806) 378 – 9487
Contact Email	martin.birkenfeld@amarillo.gov
Service Dates	01/2018 - Current
Sworn Officers	371
Reference 3	
Company Name	Gilbert Police Department
Company Address	75 E. Civic Center Drive, Gilbert, AZ 85296
Contact Name	Michael Soelberg
Contact Title	Chief
Contact Phone	(480) 635 – 7575
Contact Email	michael.soelberg@gilbertaz.gov
Service Dates	06/2019 - Current
Sworn Officers	288
Reference 4	
Company Name	Asheville Police Department
Company Address	100 Court Plaza, Asheville, NC 28801
Contact Name	Jonathan Brown
Contact Title	Lieutenant
Contact Phone	(828) 552-9399
Contact Email	jbrown@ashevillenc.gov
Service Dates	03/2021 - Current
Sworn Officers	238
Reference 5	
Company Name	West Valley Police Department
Company Address	3575 Market Street, West Valley City, UT 84119
Contact Name	Colleen Jacobs
Contact Title	Chief
Contact Phone	(801) 232-0265
Contact Email	colleen.jacobs@wvc-ut.gov
Service Dates	11/2020 - Current
Sworn Officers	218
Reference 6	
Company Name	Tuscaloosa County Sherriff's Office
Company Address	714 Greensboro Ave. Tuscaloosa, AL 35401
Contact Name	Loyd Baker
Contact Title	Chief



Contact Phone	(205) 464-8691
Contact Email	lbaker@tcsoal.org
Service Dates	09/2018 - Current
Sworn Officers	104
Reference 7	
Company Name	Danville Police Department
Company Address	427 Patton Street, Danville, VA 24543
Contact Name	Scott Booth
Contact Title	Chief
Contact Phone	(434) 799-6515
Contact Email	Scott.booth@danvilleva.gov
Service Dates	12/2020 - Current
Sworn Officers	118
Reference 8	
Company Name	Kennesaw Police Department
Company Address	2539 J O Stephenson Avenue Northwest, Kennesaw, GA 30144
Contact Name	Josh Irwin
Contact Title	Lieutenant
Contact Phone	(678) 717-7360
Contact Email	jirwin@kennesw-ga.gov
Service Dates	05/2021 - Current
Sworn Officers	71
Reference 9	
Company Name	The Colony Police Department
Company Address	5151 North Colony Blvd., The Colony, TX 75056
Contact Name	David Coulon
Contact Title	Chief
Contact Phone	(972) 625-1887
Contact Email	dcoulon@thecolonytx.gov
Service Dates	10/2019 - Current
Sworn Officers	71
Reference 10	
Company Name	Roanoke City Police Department
Company Address	500 South Oak Street, Roanoke, VA 76262
Contact Name	Eric Charles
Contact Title	Deputy Chief
Contact Phone	(540) 853-5338
Contact Email	Eric.charles@roanokeva.gov
Service Dates	8/2021 - Current



Sworn Officers	198
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Further, all ten (10) of the above listed references use all the offered ODM Comprehensive Services as well as all ODM Value-Added Services as shown in Table 3. These services are listed as follows:

ODM Comprehensive Functions & Services

- Full Program Administration Services
- Toll-free 24/7/365 Service and Support Center
- Support for Service Requests
- Scheduling Extra-Duty Jobs
- Payroll Services/Remittance
- Vendor/Client Invoicing
- Financial Float – Funds Advanced by ODM
- A/R – Collections

ODM Additional / Value-Added Services

- No Cost for OfficerTRAK® internal agency use (e.g., for special events, overtime, grants, or any other uses you may have)
- Liability Insurance – A.M. Best A+ (Superior) Accredited through Everest Security Insurance
- Statutory Workers’ Compensation Insurance
- Officer Direct Pay which guarantees officers will always be paid weekly
- Custom Reports

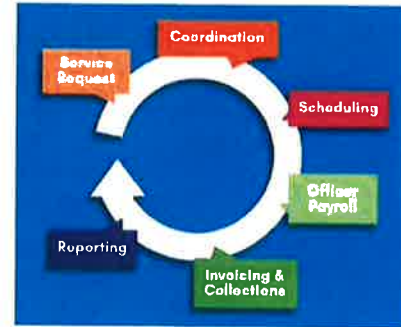
Table 3: All 10 ODM Referenced Agencies Use all ODM Comprehensive and Value-Added Programs

Agency	ODM Comprehensive Functions & Services Used	ODM Value-Added Services Used
Plainfield PD	All	All
Amarillo PD	All	All
Gilbert PD	All	All
Asheville PD	All	All
West Valley PD	All	All
Tuscaloosa County SO	All	All
Danville PD	All	All
Kennesaw PD	All	All
The Colony PD	All	All
Roanoke City PD	All	All



9 Project Overview [J]

A partnership with ODM will allow FPD to keep full control over their extra-duty program while customizing the solution to fit the agency’s specific needs, all at no cost to the agency. ODM does all the heavy lifting and will deliver a highly efficient, transparent, and centrally administered program adhering to all FPD regulations, procedures, and processes. Once the service is deployed, almost all tasks previously performed by FPD personnel will be completely off-loaded as we save each agency time, money, and resources. ODM has both the capacity and capability to perform all the work required by FPD under this program and to deliver all services and supporting technology at a high level of quality and reliability.



The following sections describe the services and technology we deliver as part of the program, including information regarding various elements of services provided as part of our program administration offering.

ODM’s Extra-Duty Management Program consists of all the servicing functions and program features identified and summarized in Table 4 on the following page.

Table 4: Highlights of ODM’s All-Inclusive Service Offerings Represent the Extra-Duty Industry’s Only True Full Solution Offering

Feature	Highlights
Industry-leading technology (OfficerTRAK®)	<ul style="list-style-type: none"> Cloud-based software and mobile app Real-time data access nOTify mobile app messaging system (via email, text, or phone for officers, agencies, and clients) provides enhanced accountability and communication throughout the process
Client Service Requests and Management	<ul style="list-style-type: none"> Easy access from portal website or link on PD website Client web-portal
Job Scheduling/Publishing	<ul style="list-style-type: none"> All agency and/or union CBA requirements are met Fairness and equality in job distribution (i.e., business/operation rules, specific to the needs of Fairfield/FPD, will be clear, transparent, and selections tracked, eliminating any questions of how a job was distributed)
Job Search/Selection	<ul style="list-style-type: none"> View, filter, and accept open jobs
Job/Detail Management	<ul style="list-style-type: none"> Hours worked monitoring (i.e., on and extra-duty) to promote officer safety and reduce the risk of officer fatigue Hours worked reconciliation for officer, agency, and/or client
“World-Class” Customer Service	<ul style="list-style-type: none"> Unlimited bilingual service support 24/7/365 for officers, agencies, and clients
Reporting	<ul style="list-style-type: none"> Capability for the user to create their own customized reports Robust filtering



Feature	Highlights
	<ul style="list-style-type: none"> • Auditability • Historical and real-time access to information • Ability to create Saved Report formats for reuse • Provides performance metrics including uptime, resolution time, etc. • Exportable into .XLS or .CSV format
<p>Financial (Payroll processing, billing, invoicing)</p>	<ul style="list-style-type: none"> • Guaranteed weekly officer, agency, or municipality payments • Collections • Financial security and ability to advance payment (i.e., having the financial strength to pay officers, agency, or municipality while still collecting from clients without borrowing or factoring) • Officers receive a single 1099 each year for agencies that choose direct pay service options (if applicable)
<p>Insurance Coverage for Officers, Agencies, and Clients</p>	<ul style="list-style-type: none"> • Industry-leading liability coverage (with umbrella, up to \$13M) • Workers' Compensation coverage

9.1 OfficerTRAK® - ODM's Unsurpassed Technology Solution

To support our service offering, ODM provides an integrated technology infrastructure that consists of our highly configurable OfficerTRAK® System and Mobile App solution. OfficerTRAK® is a comprehensive scheduling, workforce management, and billing system that is built on a secure cloud-based platform; handling everything from basic requests to the most complex. OfficerTRAK® is one of our significant differentiators. Within our industry, ODM is the only provider that offers both an online/web-based portal and a true mobile app option for our agency partners. OfficerTRAK® was designed and developed to allow agency administrators, program administrators, clients (vendors), and officers access to a unified system. Our system exceeds the needs of all users with maximum flexibility, efficiency, and access to information.

Upon contract award, FPD will be given unlimited, ad-free access to OfficerTRAK® to view, create, and manage internal assignments with all the same functionality as an extra-duty management administrator. Uses include, but are not limited to, city events, overtime fills, etc., with an unlimited number of administrators. FPD administrators can create, edit, and distribute internal jobs to officers through an all-in-one system on the same mobile application the officers use for extra-duty assignments.

9.1.1 OfficerTRAK® Online/Web Portal

OfficerTRAK® provides agency administrators and their clients the ability to access detailed information entered by officers to create new requests and view real-time activity/reporting. ODM's online portal is the component of our solutions used for administration, agency access for reports, and financial information. This system is used by clients to establish accounts and request services/details. As noted above, officers can also use the ODM portal, however, some of the unique capabilities provided by the mobile app version of our software are not available to officers through the portal (for example, auto-location using phone GPS, etc.). There are no limitations on the minimum or maximum number of accounts with OfficerTRAK® and no relative minimum hardware requirements.



9.1.2 OfficerTRAK® Mobile App

ODM's OfficerTRAK® mobile app provides the requested services and interface for officers enrolled in your extra-duty program. The OfficerTRAK® true mobile app provides superior functionality over web-based mobile apps, including enhanced notifications, geofencing, and other features.

The OfficerTRAK® app is designed with maximum flexibility in mind to allow for the efficient creation and modification of shifts and requests. Officers can select details using the mobile application which provides them with all the information they need in the palm of their hand. ODM is backed with 24/7/365 technical support and customer service and OfficerTRAK® is the extra-duty industry's top-rated scheduling, messaging, and broadcast notifications app. The app operates in the native Android or iOS environment to support virtually every type of smartphone. Functionality and Services include:

- **Communications:**
 - Receive notifications on open jobs, assigned jobs, changes, and removal from jobs
 - Two-way communication with administrators (Agency and Off Duty Management)
 - Contact other officers by text/phone for all shifts on that day
 - Email/Call site contact
- **Manage Work:**
 - View open jobs
 - Accept jobs
 - Drop jobs (Optional)
 - Add jobs to personal calendar (Optional)
 - Create a work schedule in App (Optional)
 - View work schedule and extra-duty jobs on the calendar
 - View maximum hours on the calendar
 - Add additional reminders per assignment
 - View job details including contact info, locations (maps), other officers
 - View all other officers working the same assignment, even other shifts
 - Clock in and out of assignments
 - View current/past assignments
 - Filter assignments by calendar/word search
 - View and add field note



Figure 4, on the following page, summarizes the ratings between ODM's mobile solution and competitor products and offerings.

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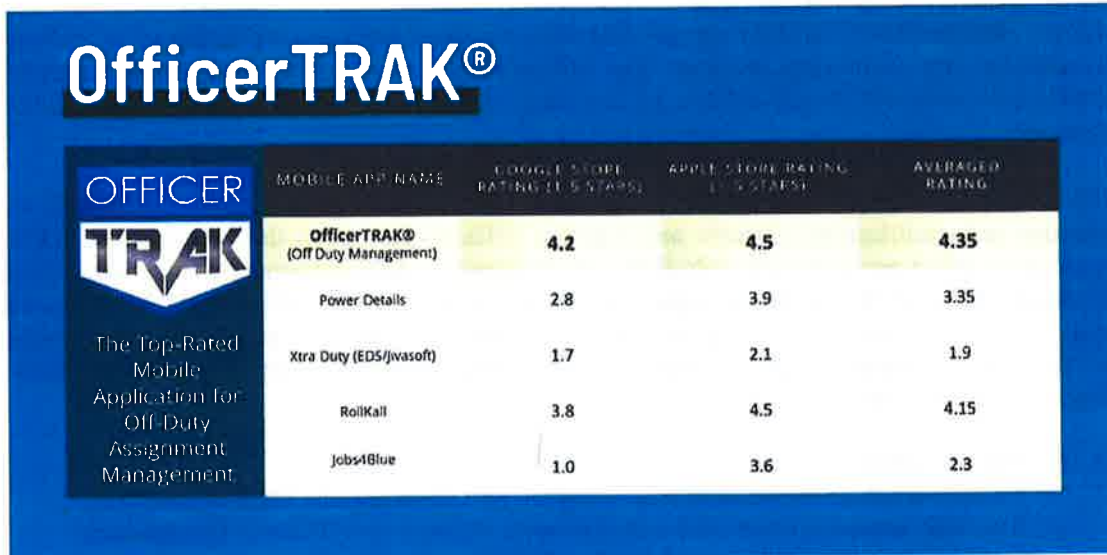


Figure 4: ODM's OfficerTRAK® Mobile App is the Top-Rated Extra-Duty Scheduling and Management App Backed with a 24/7 Full-Service Business Process Support Team

ODM's OfficerTRAK® mobile app offers the best functionality available for agencies seeking to outsource their extra-duty programs to the industry's best third-party administrator. The application is a reliable, full featured tool that is easy for your officers to use. Figure 5 on the following page provides an overview of the extensive functionality provided by OfficerTRAK® which places all the information and functions your officers need right in the palm of their hand, wherever they are.

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Figure 5: Tiered Publishing Provides FPD with the Capability to First Offer a Job to One Group of Officers, then, if Not Filled, to the Group or Backup Agency Partners

9.2 A History of Industry First Innovations

We are trailblazers in the world of managing extra-duty. ODM has the strongest history of first-in-the-industry innovations. Being Built By Officers For Officers gives ODM a unique level of understanding of the extra-duty job industry. This understanding goes beyond police departments and extends to sheriff's offices, state police, and federal agencies. We work with agencies of all sizes, each with different systems, procedures, requirements, and challenges. Our team's broad law enforcement experience which spans every area of our company, provides keen insights allowing us to create the most effective processes for administration, technology, insurance, and customer service since the origination of centrally administered extra-duty programs.


These innovations resulting from our team's expert experience have largely defined the best practices and technology architectures upon which the third-party extra-duty administration and software industry operates today. ODM's innovations are enablers that provide our agency partners with a continually evolving set of features based on best practices that can be deployed easily and used to optimize operations, financial recovery, revenue generation, and policy compliance oversight for extra-duty programs. These include innovations that:

- Establish state-of-the-art comprehensive and robust extra-duty administration technology architectures and supporting applications
- Provide agencies with revenue recovery and revenue-enhancing opportunities as part of their third-party administered programs
- Enhance protection for municipalities, agencies, officers, and the vendors who use extra-duty providers




- Enable agencies to benefit immediately from widely implemented operational best practices that are automated through the technology architecture and its integration with full service extra-duty administration and back office financial functions.

Figure 6, below, below, depicts the many first-in-the-industry innovations attributed to ODM and our Built BY Officers FOR Officers solution.



**OFF DUTY
MANAGEMENT**
Built By Officers For Officers

**Leading Innovations In Off-Duty
Administration and Software**



First in Industry Innovations that Provide Agencies with Revenue Recovery and Revenue Enhancing Opportunities as Part of Third-Party Administration Programs

- First to deploy vehicle recovery fees, calculations, invoicing, and remittance to agencies
- First to deploy best practice optimization teams to assist agencies in the modeling and collection of revenue-generating administrative surcharge fees, collection, and remittance
- First and only company in the off-duty industry to hold a national contract for Public Safety Software and Administrative Services (Sourcewell Contract #051321)
- First and only company in the off-duty industry to incorporate revenue-sharing mechanisms in a national Public Safety Software contract

First in Industry Innovations that Deliver Enhanced Protection for Agencies, Officers, Municipalities, and Clients

- First company in the off-duty industry to offer a comprehensive liability program that covers all parties: Agency, Officers, and Clients
- First company in the off-duty industry to offer the highest quality insurance: AM Best A+ (Superior)
- First company in the off-duty industry to offer policies from "Admitted" insurers in U.S.
- First company in the off-duty industry to provide Workers' Compensation to officers providing off-duty services under 1099 status today (ODM provides WC to more officers performing off-duty assignments than any other administrator)

First in Industry Innovations for Off-Duty Administration Operational Best Practices

- First with integrated Agency/Off-Duty job functionality
- First with Max Hours calculations for officers on the web and mobile app
- First with bid and Randomization job selections
- First with mobile app drop shift functionality
- First with robust, job-specific, geo-fencing technology
- First with a 24/7/365 bilingual Service & Support Team in governmental LE industry

First in Industry Innovations for Off-Duty Administration Technology Architectures

- Only software platform specifically developed from the beginning for management of agency off-duty work
- Developed fully mobile, cloud-based technology ensuring continuity and reliability of operations and service support
- First to use Pin on Map functionality
- First with client dashboard
- First with in-app notes, photos, and video attachments
- First with Date/Word filtering in mobile app
- First in-app communication features with text or call
- First with bi-directional web/mobile app notification communication
- First to build everything in the palm of your hand app for fully mobilized off-duty software

Figure 6: ODM Demonstrates a Strong History of Firsts in Industry Innovation



The following figures show the app's initial login screen and profile information screen.

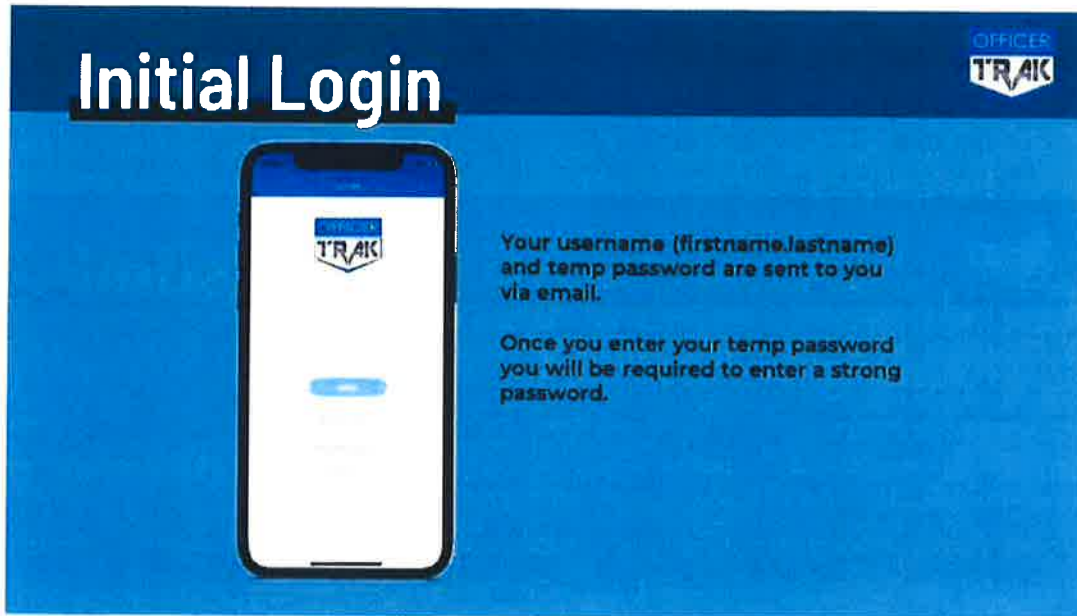


Figure 7: OfficerTRAK® Mobile App – Initial Login

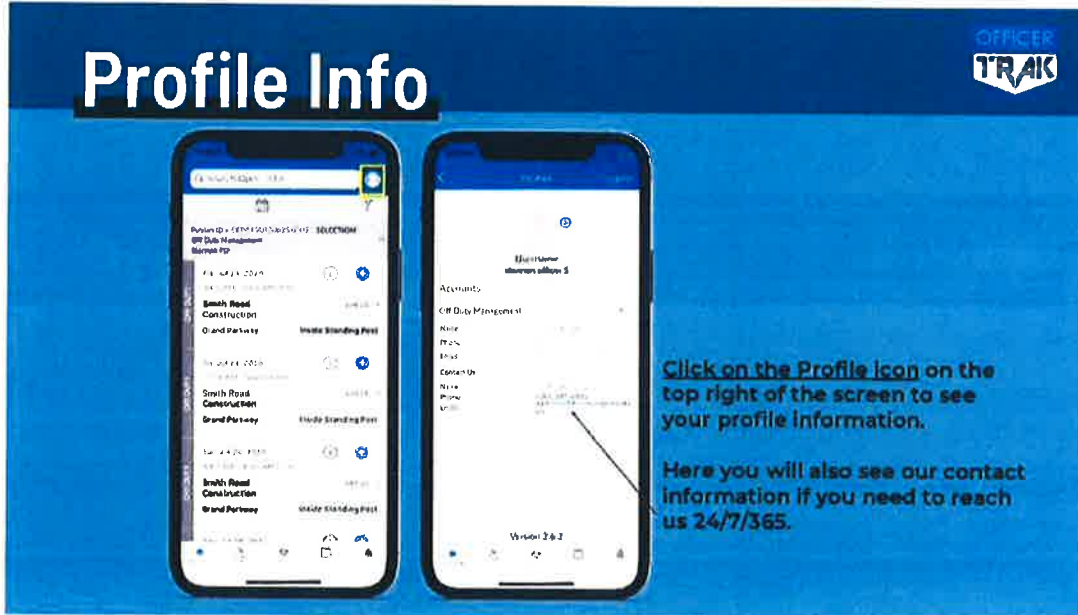


Figure 8: OfficerTRAK® Mobile App – Profile Information



9.3 Administrative Functions/Services

The following sub-sections describe the services we deliver as part of the program,

9.3.1 Client Service Requests

How will our clients know what to do... or who to call?"

Your clients are an important part of your extra-duty program. ODM is proactive in making sure they are taken care of too. We make it easy for them to enroll in our system and get dedicated service and support whenever they need help.

FPD clients will be given access to the OfficerTRAK® Online Client Portal for all functions related to job requests and other client-related interactions. Upon contract award, all clients will be sent a letter similar Figure 9 and Figure 10 that explains the program and provides the URL for the client portal.

This space intentionally left blank.



Dear Business Name,

The Fairfield CT Police Department has partnered with Off Duty Management to manage our off-duty employment program beginning **07/11/2022**.

Off Duty Management has years of experience throughout the country managing law enforcement off-duty programs and they will handle all aspects of your off-duty requests including scheduling, payroll, invoicing, and collections.

By using Off Duty Management, you receive the following benefits:

- Online access to information through the OfficerTRAK® software including:
 - Create Requests
 - Request status
 - Officer clocking times
 - Field notes and media files
 - Post orders and instructions
 - Past and future shift information
- Full liability coverage for your company, the agency, and the officer
- 24/7 vendor service
- Dedicated point of contact for scheduling and Invoicing

As part of our off-duty program revisions, we have revised our off-duty fees. The following fee schedule will go into effect on **07/11/2022**.

Title	Current Agency Rate
Regular	\$78.00
Other*	\$50.00
Vehicle	\$25.00

4 Hour Minimum Per Request

Other*: Town agencies hiring an officer (schools, DPW)

Terms and Conditions: All terms and conditions will be reflected in OfficerTRAK® when submitting a request for service. These terms and conditions are consistent with Off Duty Management’s contract with the Fairfield CT Police Department.

Payment and Invoicing: Off Duty Management will be directly paying our officers for their off-duty work and ODM will be reimbursed by your company. See the terms listed below.

Invoicing and Payment Terms: ODM Reserves the right to require vendors to prepay for the services requested, including any applicable administration fees and sales tax. If the vendor is approved for invoicing, invoiced payments will be net 30 days from the day the invoice is emailed to the vendor after services rendered. The vendor shall pay ODM’s invoice(s) within thirty (30) days after the date that the vendor receives such invoice(s). A late payment charge of 1.5% per month may be imposed by ODM on all past due, undisputed balances. Where state law mandates a lower late payment charge, the late payment charge shall be lowered to the

Figure 9: Sample Client Communication Letter – Page 1



RFP Response – RFP #2022-156
Administrative Management Services – Fairfield, CT Police Department
Due NLT 2:00 PM EDT 26 APR 2022



highest rate that is legally permitted. If payment of such unpaid, past due, and undisputed amounts is not promptly received in accordance with the terms hereof, then ODM will have the option to terminate services at one or more of the vendor's facilities following ODM's provision of at least two (2) days' notice to the vendor. The vendor shall notify ODM of any dispute regarding the amount of an invoice within ten (10) days from the date of the vendor's receipt of ODM's invoice or such claim is deemed waived.

Invoiced Approved Vendors: Please email to admin@offdutymanagement.com any of your company's required invoice registration forms, required account payable processes, or portals prior to the start of the first requested job. Delay in this information provided to ODM will not extend vendor requirements in regard to the 30-day net payment terms from the date of the invoice.

Credit Card Payments: For vendors paying by credit or with debit card, there will be an additional 3.5% fee for this payment method.

Prepayment Checks: For vendors prepaying by check, there will be an additional 3.5% fee for this payment method.

Cancellation: Once an assignment has been approved and scheduled; vendors canceling or reducing an assignment shall pay the full ODM Administrative fees for the first 24 hours of the original assignment. Vendors canceling or reducing an assignment within 48 hours of the start of the assignment shall pay the greater of officer's hours worked or the agency minimum hours plus ODM administrative fees for the first 24 hours of the original assignment.

Off-Duty Employment Requests: Starting on **06/24/2022**, you can request services for the date of **07/11/2022 or after**, by using the website portal:

INSERT WEBSITE PORTAL LINK HERE

Any questions please contact Off Duty Management: 1-877-636-8300.

Sincerely,

Robert Kalamaras
Chief of Police
Fairfield Police Department

Figure 10: Sample Client Communication Letter – Page 2



Unlike many of our competitors, over 85% of all client interactions with ODM are performed through our online system – this is because our system is superior to others where only 15% of some of our competitors’ clients use their online tools. Your clients are not forced to use ODM’s online systems because we provide 24/7/365 phone support; however, it is our experience that when you provide the best online tools, clients prefer to use them.

With FPD’s permission and partnership, we will create a menu option on the Fairfield, CT Police Department website (see Figure 11). Upon selection of the “Hire an Off-Duty Police Officer” option, clients will be directed to a landing page on your website for requesting extra-duty details (see

Figure 12 on the following page for a sample). The page includes instructions, a direct link to our OfficerTRAK® client portal as well as our 24/7/365 toll-free customer support number, pay rates, policies, and prohibited detail types/requests.

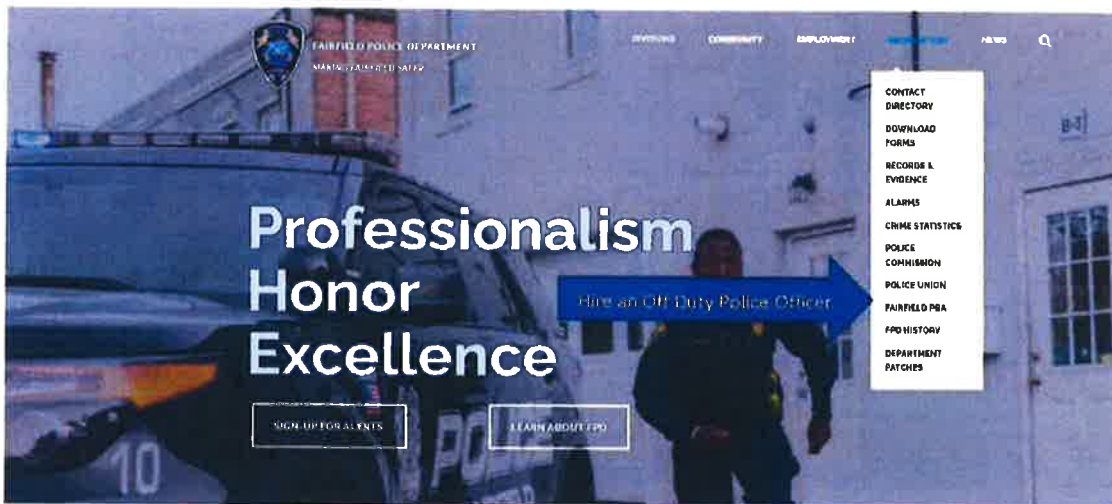


Figure 11: Link to the Landing Page Added as an Option on the Fairfield PD Website

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The screenshot shows a web page for hiring an off-duty police officer. It features a sidebar with navigation options like 'POLICE', 'Community Engagement', and 'Off-Duty Management'. The main content area includes a title 'Hiring an Off-Duty Police Officer', a list of services provided, and a table of rates. A sidebar on the right contains five numbered callouts pointing to specific features of the system.

TITLE	HOURLY RATE	ADMIN FEE	TOTAL HOURLY RATE
Officer	\$25	\$25	\$50
Supervisor	\$35	\$25	\$60
Commander	\$50	\$25	\$75
Officer/Officer	\$150	\$25	\$175

Figure 12: Example of Agency Landing Page for Extra-Duty Program – Connects your Clients Directly to ODM and OfficerTRAK®

From your site, clients’ access OfficerTRAK® for the first time by clicking the link to ODM’s client portal. Clients will access the FPD customized OfficerTRAK® page through a dedicated URL to create requests. Clients are given real-time access to all their requests including request status, officers assigned, clocking information, and field notes (among others).

OfficerTRAK® requires minimal effort to implement. ODM works directly with the Department to develop a project plan describing the technology deliverables, including configuration and enrollment of clients in the OfficerTRAK® system. The figures that follow provide examples of client access features.



OfficerTRAK® - Vendor Signup

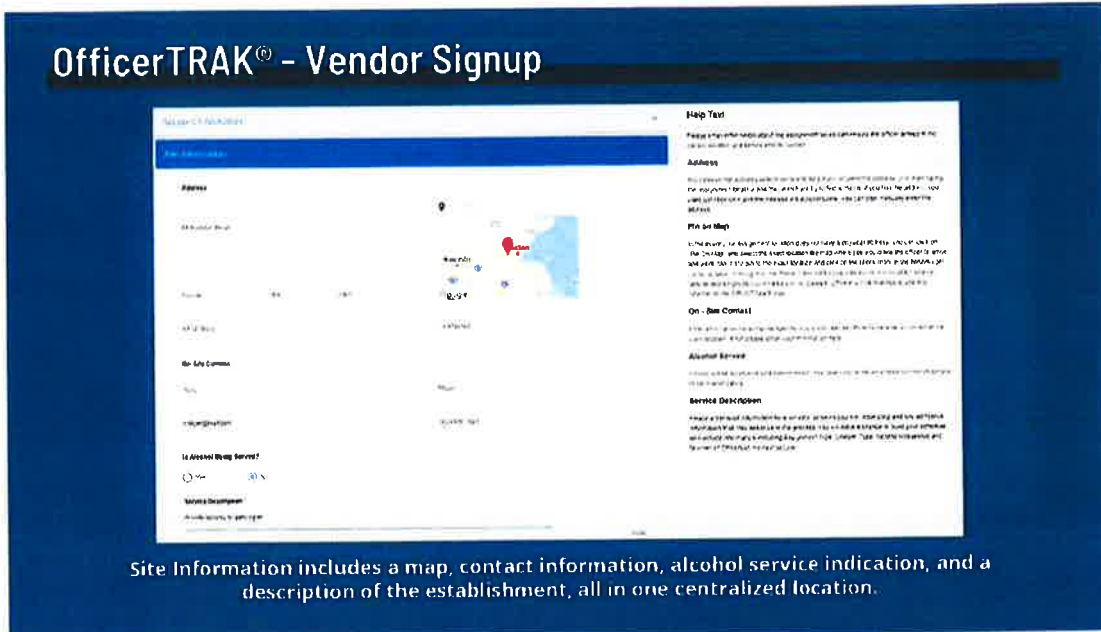
All pertinent information about an Account is contained in one easily-accessible area. The enrollment process is easy and customer support for your vendors is always available.

Figure 13: User-Friendly Portal Page to Enter Account Information

OfficerTRAK® - Vendor Signup

Shift schedules can be defined based on multiple criteria, allowing maximum flexibility to accommodate officers' needs.

Figure 14: Portal Page Allows Entry of Site Information and Provides a Map of Location



Site Information includes a map, contact information, alcohol service indication, and a description of the establishment, all in one centralized location.

Figure 15: Ability to Enter Details of all New Jobs with Customized Pull-Down Menus

9.3.2 Job Publishing / Schedule Management

As described above, FPD’s clients will use ODM’s online OfficerTRAK® Client Portal to place service requests (job postings) through our solution. Your officers will use ODM’s Android and iOS compatible OfficerTRAK® smartphone app to manage all aspects of their extra-duty assignments.

Our OfficerTRAK® solution is fully configurable to comprehensively support processing assignments in accordance with your agency's business rules, directives, and specifications. This includes customization based on eligibility, seniority, and any applicable collective bargaining agreement rules.

Upon contract award, ODM will provide FPD with multiple options for publishing (scheduling jobs), including Officer Hours Worked as well as Bidding, Sequencing Randomization, and Open Jobs options. Our dedicated ODM Service and Support team will review, validate, and verify job requests ensuring compliance with FPD rules, and will prevent jobs from getting scheduled outside of FPD guidelines.

In the event there is a requirement for agency input or approval, requests will be prioritized based on agency input. We configure our technology platforms and OfficerTRAK® to conform to your

Equal, Fair Participation in Off-Duty Assignment Opportunities

“It turned out to be true that a lot of people weren’t getting that opportunity and it wasn’t equal and fair for our employees, especially the newer officers. They didn’t have that history with our coordinator.”

“We really changed the process, and to be honest, with ODM things have come full circle.”

– Chief Michael Soelberg
 Gilbert PD, AZ



policies and procedures, Collective Bargaining Agreement work rules, and prescribed pay rates. System configuration to manage these business rules will be set up during the deployment portion of the project/contract. Shift management is handled by the Shift Builder feature that allows for multiple different types of shifts, all created within the same request. Split shifts can also easily be managed if requested by FPD. In order to ensure officers cannot schedule conflicting extra-duty and on-duty work, logic has been built-in to cover this scenario. In addition, the maximum hours calculation can include internal hours, extra-duty hours, and regular duty hours, allowing optimal monitoring flexibility.

As noted above, we provide many options for how assignments are published and the criteria eligibility to ensure compliance and fairness for all participants. This includes very sophisticated capabilities that enable ODM to support tiered publishing in which we first publish to one eligible group for a specified period, and if assignments remain unfilled, it publishes to the next group of officers or to backup partner agencies. We can configure this powerful publishing system based on the specific requirements provided by FPD. These advanced scheduling and job posting functions are shown in Figure 16 and

Figure 17.



Figure 16: OfficerTRAK® Offers all the Publishing Options Needed to Control Exactly How Jobs are Distributed Fairly and According to Your Policies

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Publishes – Tiered Distribution

OfficerTRAK® allows administrators to designate single/multiple requests/shifts to specific populations, including combinations of agencies, groups, and officer(s). Groups can consist of any collection of officer type by title, agency, specialty, etc. These requests/shifts can then be sequenced through various formats and periods of time; automating the distribution process for maximum efficiency.

Limitations can be placed on maximum number of hours/shifts an officer can select. This allows for increased fairness.

District 1 Agency District 2 Agency Backup Agency Group

2 Days 1 Day

OfficerTRAK® was designed from the beginning to be able to distribute requests and shifts between different populations and backup agencies for maximum functionality and efficiency.

Figure 17: OfficerTRAK® Supports Complex Job Routing Rules That Include the Ability to Prioritize Job Eligibility and to Send Jobs to Backup Agencies after a Period of Time if FPD Officers Cannot Fill the Request

9.3.3 Officer Job Search / Selection / Bid

The following figures show the features of the job search, selection, and bid process for officers.

Filters

View jobs by the search feature.

Search by:

- Company
- Division
- Assignment Type
- Pay Rate

Search & Filter features available in:

- Open Jobs
- My Bids
- My Jobs
- Notifications

Filter by Entity, Off Duty/Agency or Publish Type.

Use the calendar to search by date or a range of dates.

Figure 18: OfficerTRAK® Mobile App – Job Search Filters

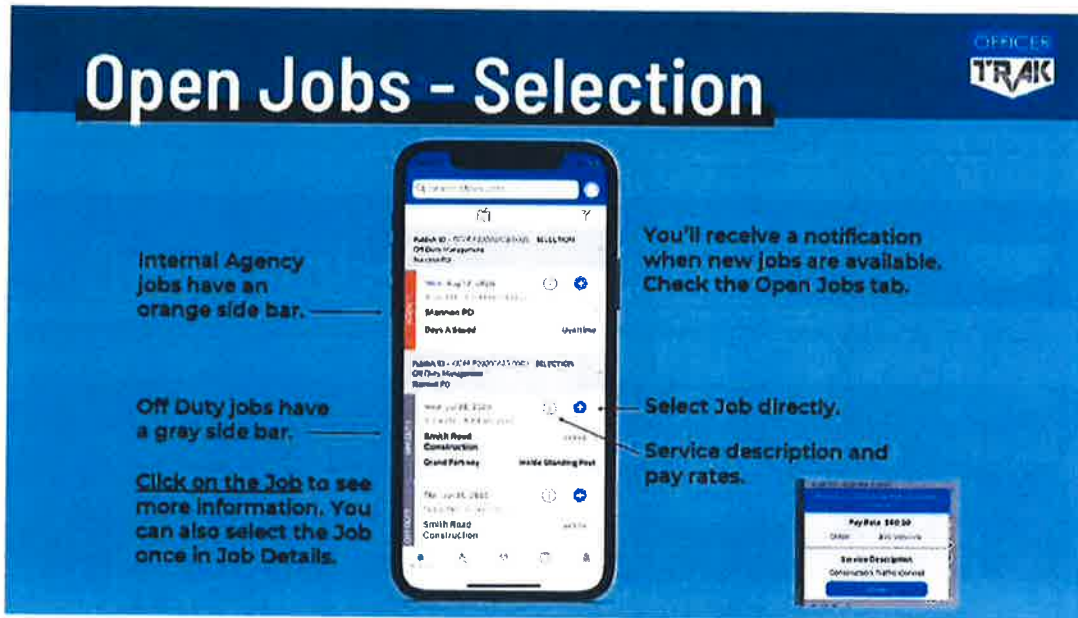


Figure 19: OfficerTRAK® Mobile App – Finding a Job

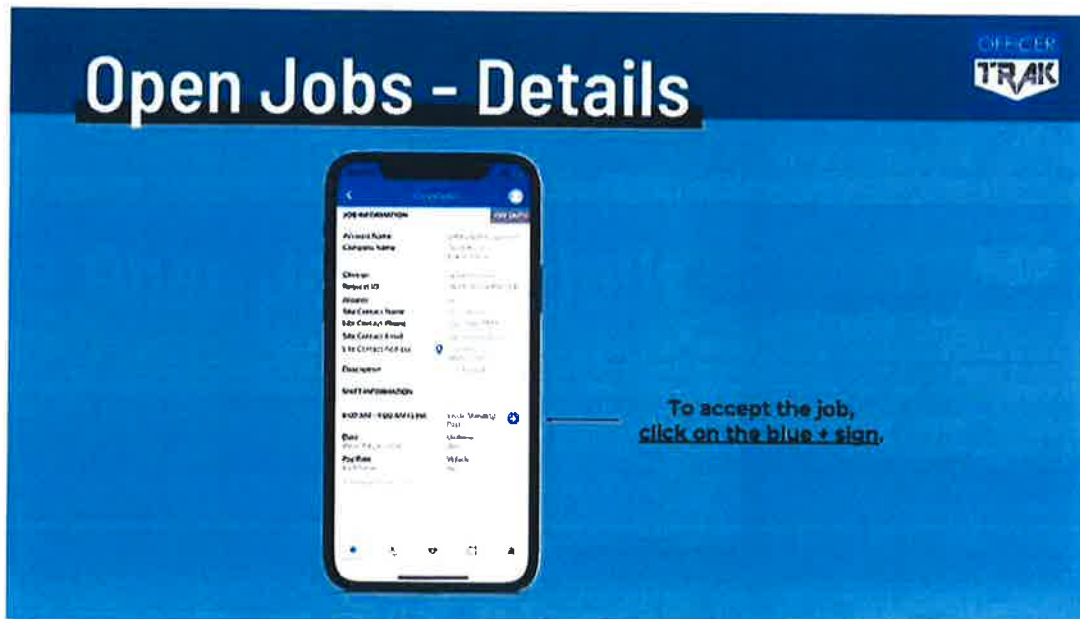


Figure 20: OfficerTRAK® Mobile App – Accepting a Job

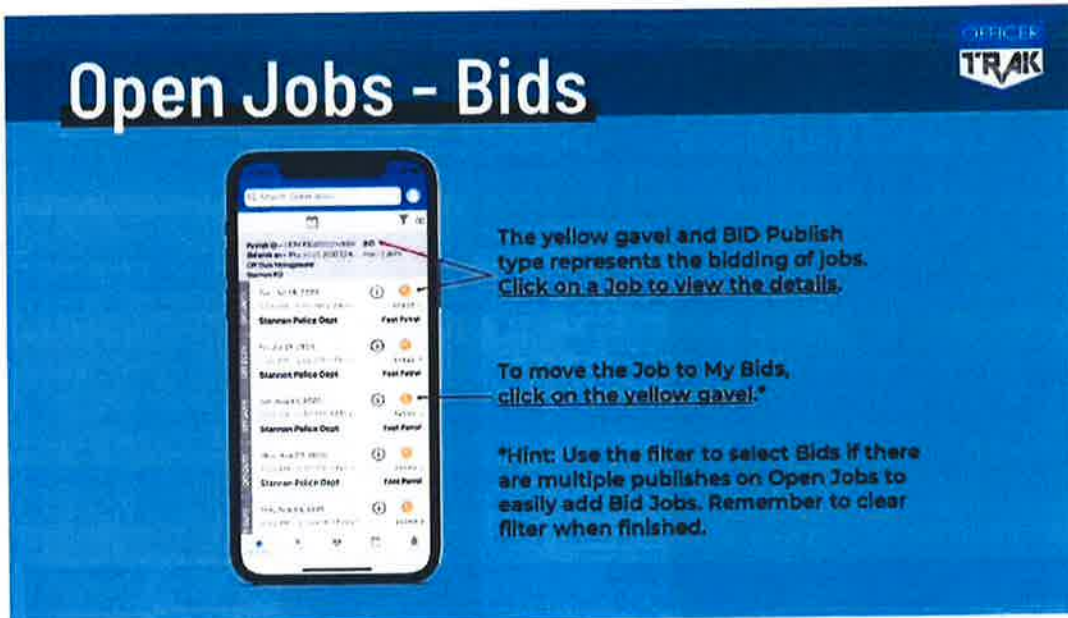


Figure 21: OfficerTRAK® Mobile App – Open Jobs Screen, Bids Review Function

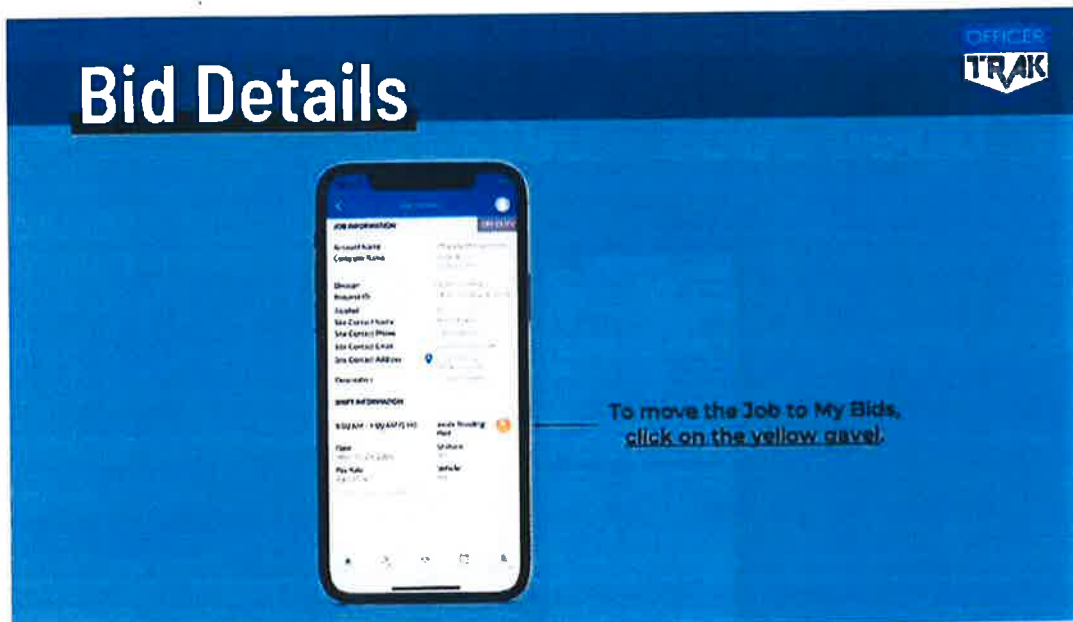


Figure 22: OfficerTRAK® Mobile App – Bid Details Screen

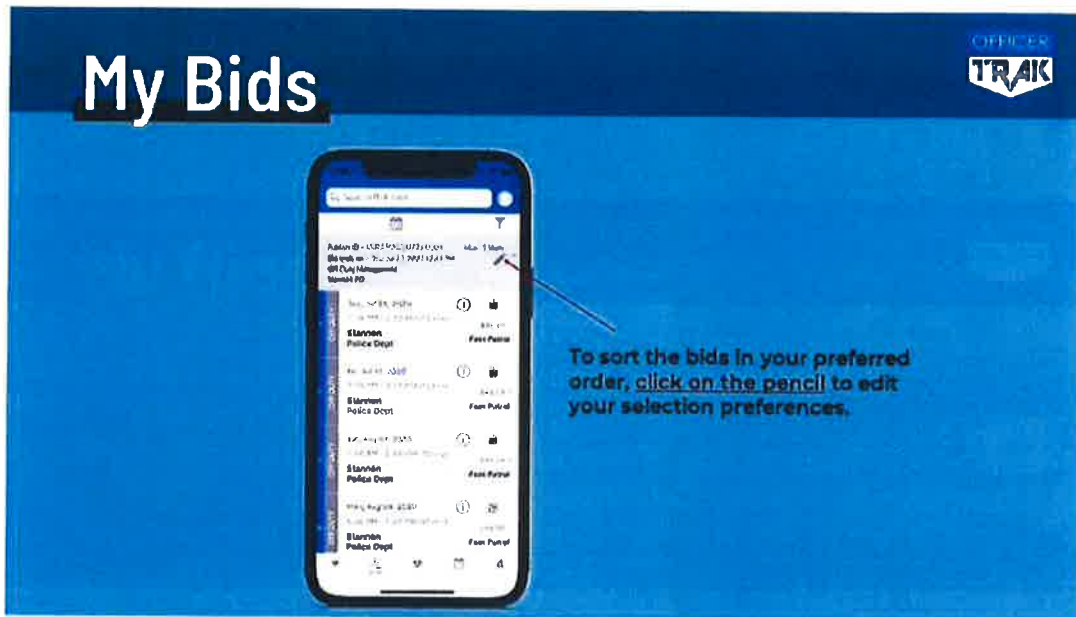


Figure 23: OfficerTRAK® Mobile App – My Bids Screen, Edit Preferences Function

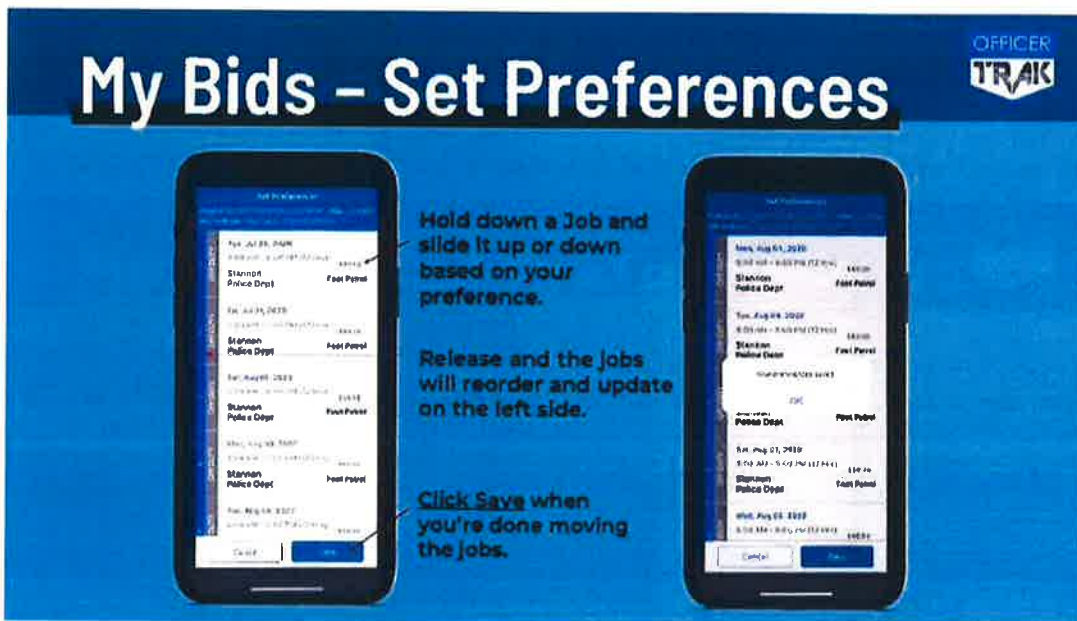


Figure 24: OfficerTRAK® Mobile App – My Bids Screen, Bid Order Preferences Function



9.3.4 Officer Job/Detail Management

The following figures show the officer job/detail management features of the app.

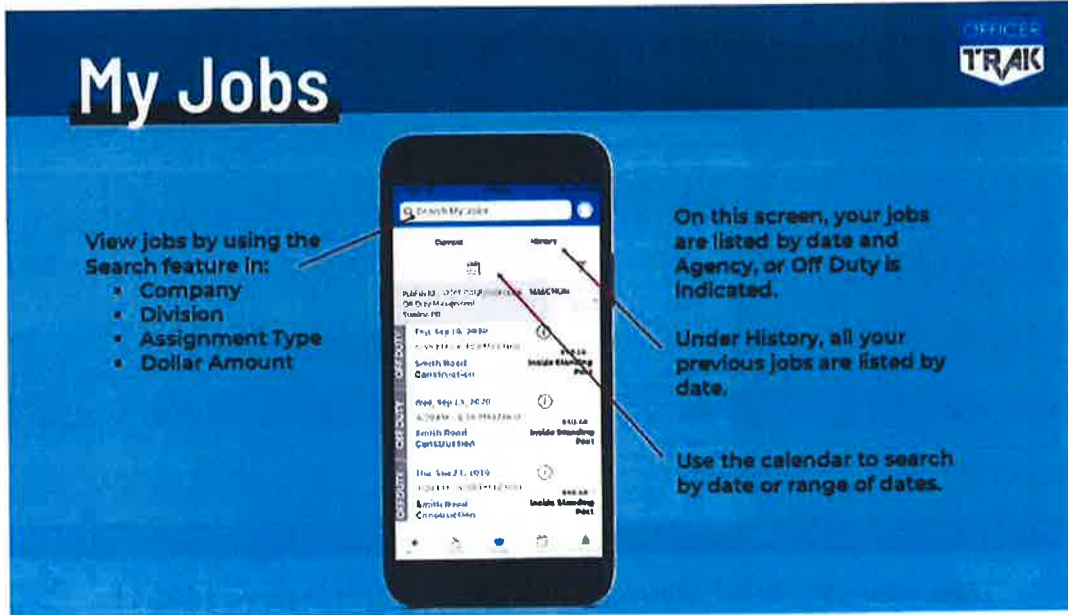


Figure 25: OfficerTRAK® Mobile App – My Jobs Screen

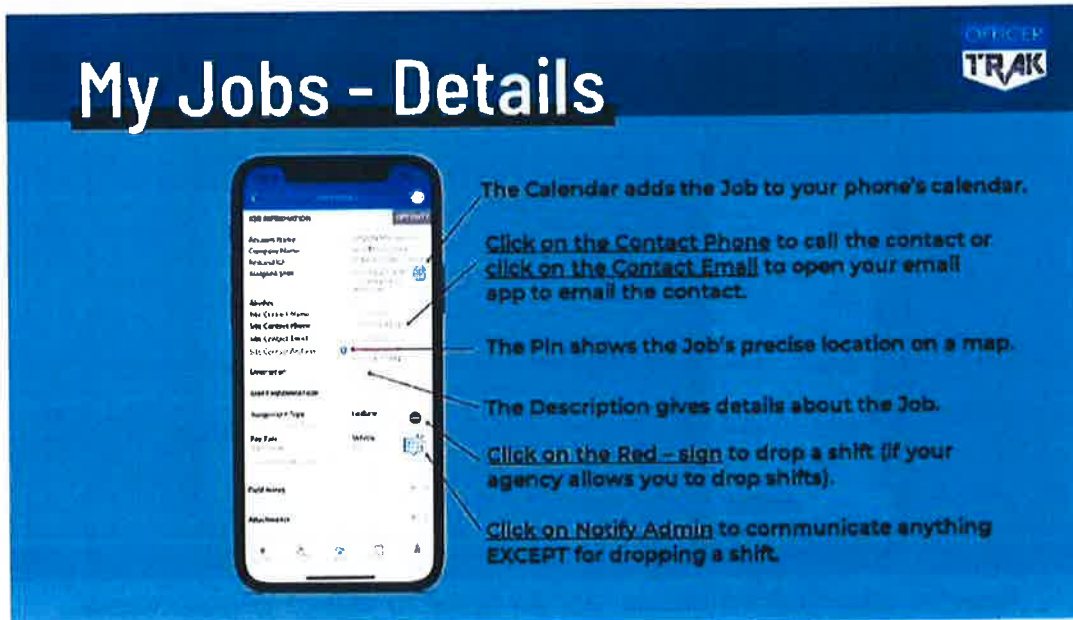


Figure 26: OfficerTRAK® Mobile App – My Jobs Screen, Page Details Function

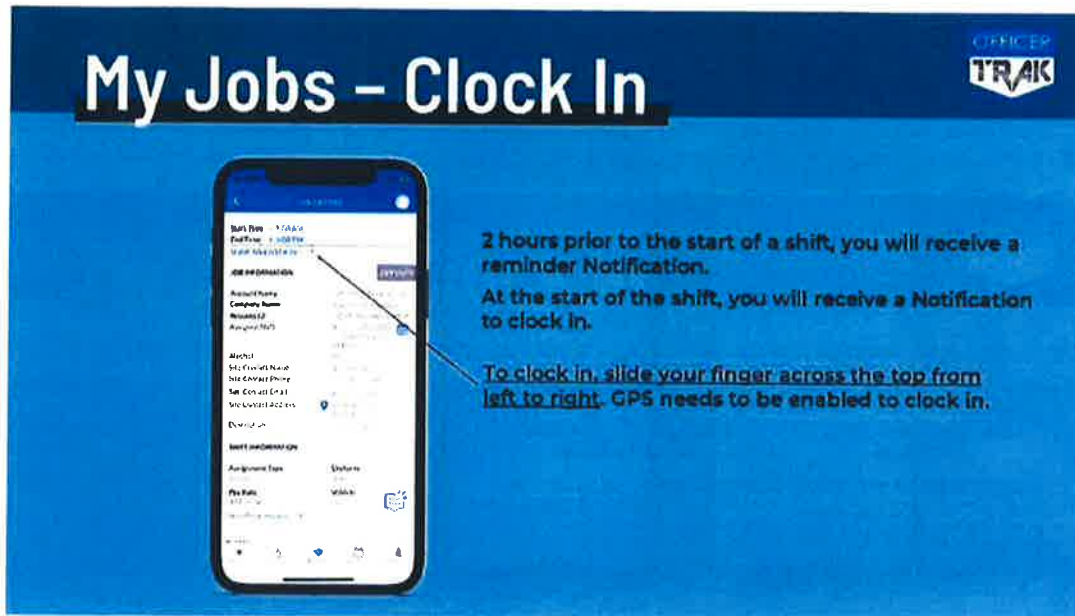


Figure 27: OfficerTRAK® Mobile App – My Jobs Screen, Clock-In Function

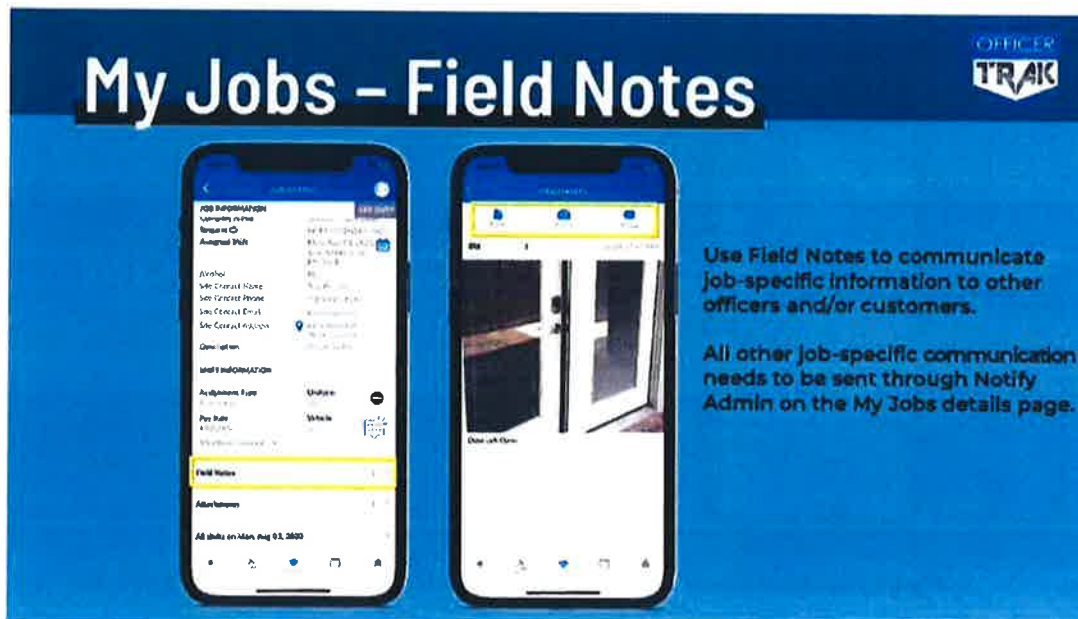


Figure 28: OfficerTRAK® Mobile App – My Jobs Screen, Field Notes Function

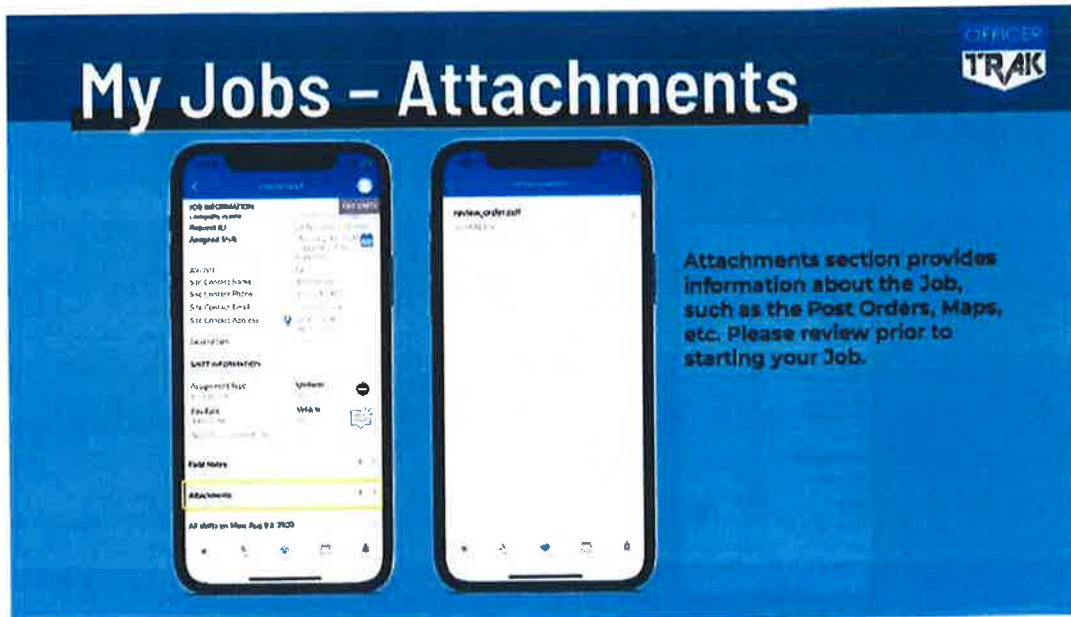


Figure 29: OfficerTRAK® Mobile App – My Jobs Screen, Attachments Function

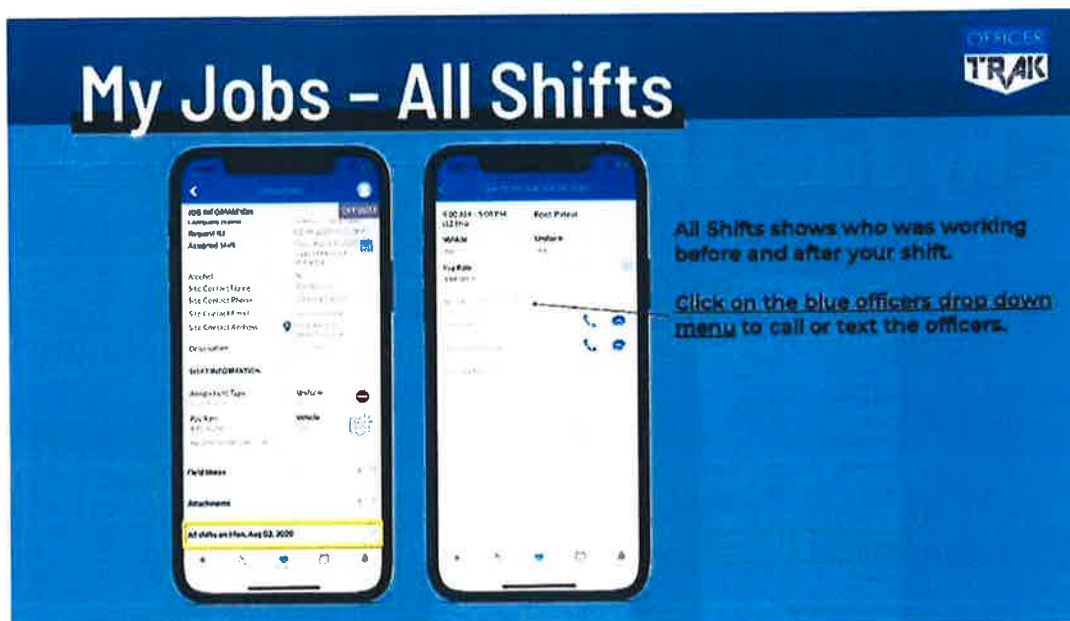


Figure 30: OfficerTRAK® Mobile App – My Jobs Screen, All Shifts Function

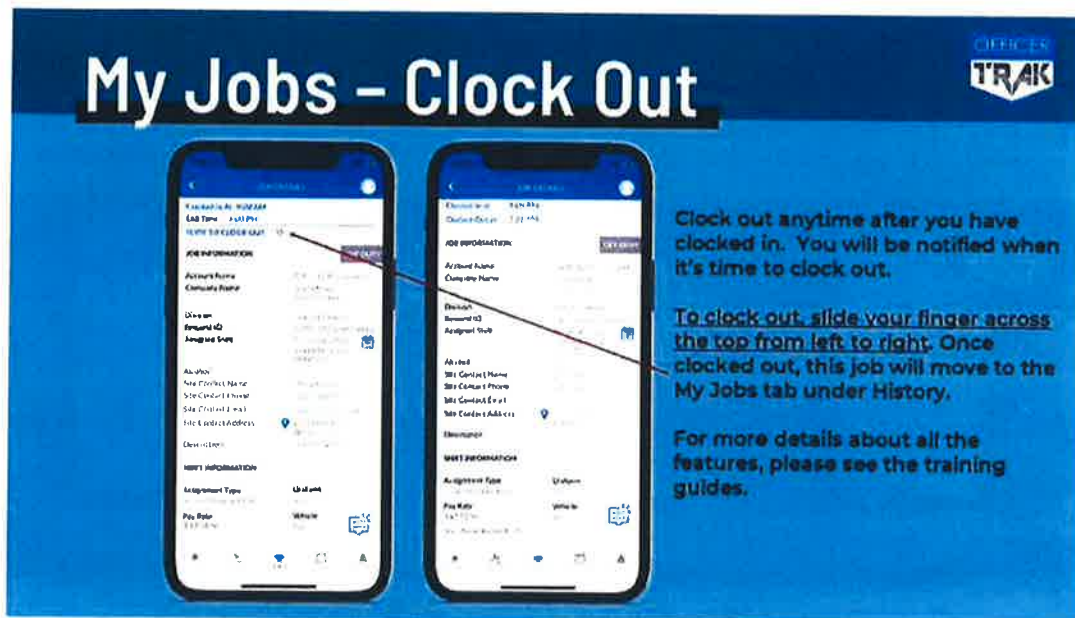


Figure 31: OfficerTRAK® Mobile App – My Jobs Screen, Clock Out Function

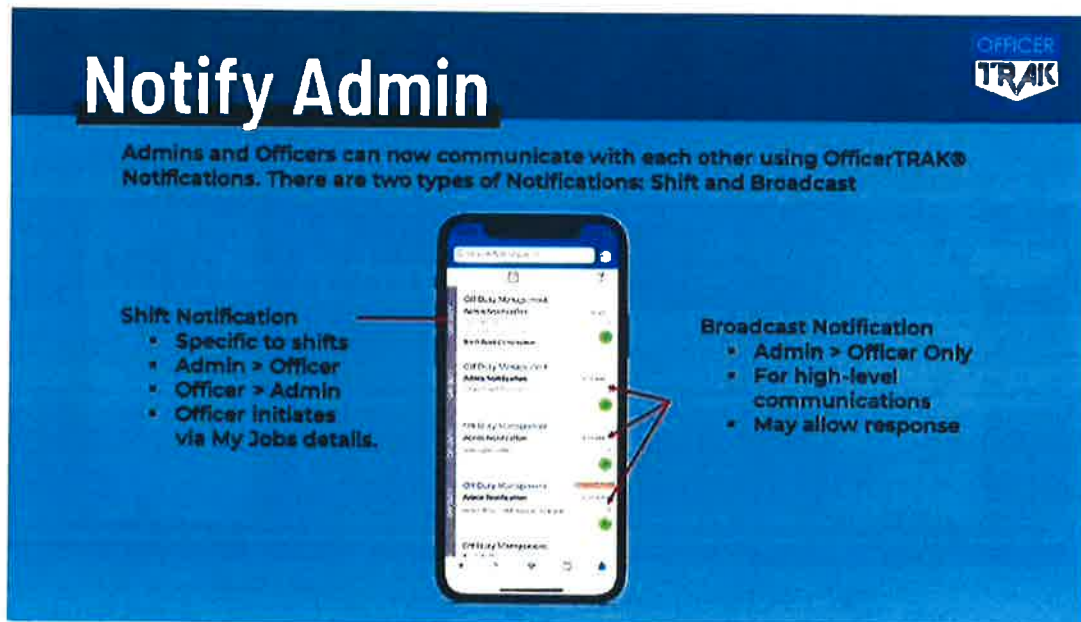


Figure 32: OfficerTRAK® Mobile App – Notifications Feature



Notify Admin

Follow the steps below to send a notification to Admin for a specific shift.

To begin the communication, select a Job from My Jobs tab and click on the Notify Admin con.*

This opens the notification section allowing you to send a message.

This can be used for any communication EXCEPT dropping a shift.

*Once a notification has been initiated for this job, it can be accessed at any time by clicking the Notify Admin icon in My Jobs details located in My Jobs Current/History. Use the calendar search on Notification tab to find the job.

Figure 33: OfficerTRAK® Mobile App – nOTify Admin Process

Receiving Notifications

When an Admin sends a message to an officer, the OfficerTRAK® floating icon will appear. Click on the icon which opens the Notification tab. Click on unread notifications to display messages and respond as needed.

OfficerTRAK® Floating icon with unread Notification count.

Unread Notification

Figure 34: OfficerTRAK® Mobile App – Receiving Notifications



Cancel Shift Acknowledgement

When a shift is cancelled, you will receive notice in your Notifications tab. It will be in blue, asking you to acknowledge that you received the notice. Once you click on that shift, the icon will change to gray and move down in priority.

Click on the Job to acknowledge that you received the cancellation.

Cancelled Shift has been Acknowledged

Figure 35: OfficerTRAK® Mobile App – Shift Cancellation Acknowledgement

My Calendar

Your jobs can now be viewed in the calendar by clicking on the My Calendar tab at the bottom of the app. All your jobs can be seen in either a three-day view or a monthly view. Click on each job to obtain additional information about that job.

SET LOCAL REMINDER

Set additional reminders for each job in the calendar details. Reminder notifications will be automatically received 2 hours prior to shift start, at shift start, and at shift end.

Figure 36: OfficerTRAK® Mobile App – My Calendar Screen, View Jobs Function

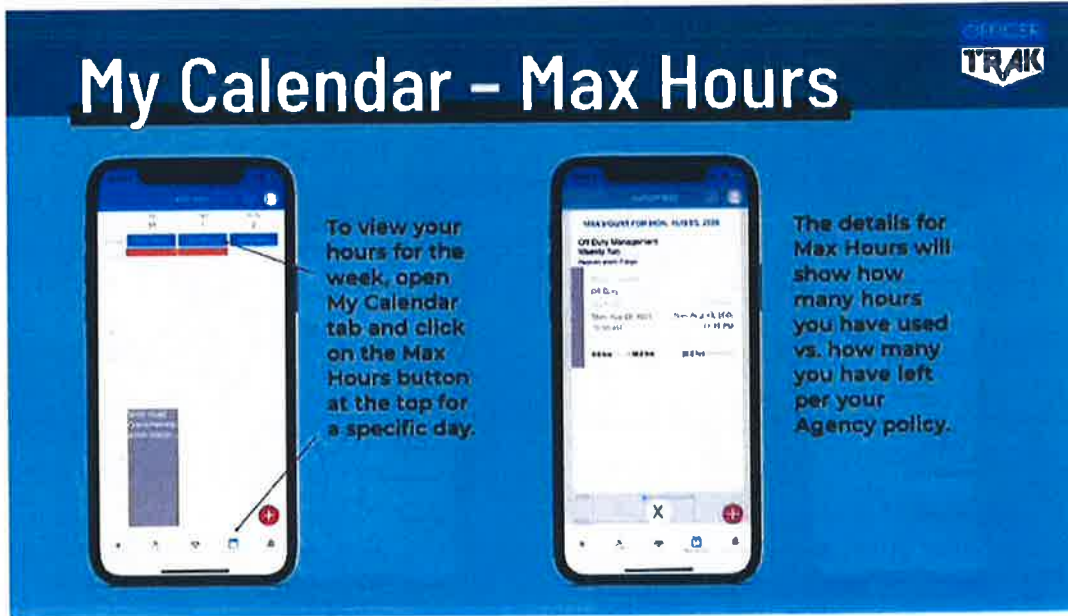


Figure 37: OfficerTRAK® Mobile App – My Calendar Screen, Max Hours Function

9.3.5 ODM Account Coordinators (24/7/365 Customer Support)

ODM is well known for the high-quality customer support we provide to agencies, officers, and the clients who request services. ODM does not anticipate situations in which coordinators are not available to answer calls. As described in the preceding sections, ODM will ensure this program has more than sufficient resources to manage all activities. Our plan, as demonstrated, already includes backup personnel for all critical positions, including coordinators. The next sections describe our “World-Class” customer support program in greater detail.

“Our operations specialist was instrumental. Anytime there was a late cancellation or anything of that sort he would contact me as I requested. He was really on top of it, and we enjoyed working with him.”

– Chief Nathan Huibregtse
 Yavapai-Apache PD, AZ

9.3.5.1 Dedicated Customer Support Team

ODM will allocate 1 to 2 additional Full-Time Employees (FTE) for the management and delivery of the FPD program. This servicing team will report directly to the Operations Manager.

9.3.5.2 24/7/365 “World-Class” Customer Service

ODM supports our partners with dedicated operations specialists and exclusive access to our U.S.-based, bilingual customer support team that operates 24/7/365. Our operations team members receive extensive training on the full scope of extra-duty employment from our management team with over 100 collective years of policing and extra-duty experience. Most members of our



operations team have 7+ years of experience with extra-duty job requests, and all key personnel dedicated to FPD have unmatched extra-duty program administration experience.

ODM is equipped to meet all your needs and maintains a strong positive relationship with the officers, community, and extra-duty employers. From our headquarters in Katy, TX, we engage in scheduling, customer service, accounting, sales, operations, and corporate management. ODM's main telephone number is 281-347-8500 or toll-free service and support number is 877-636-8300.

About Customer Service

"What we've gained from ODM is huge. All of our off-duty employers have talked with them, and they know all they have to do is pick up a phone, call a one 1-800 number and it's done."

– Chief Jared McKee

As we noted earlier, regardless of the time of day, your call to ODM will be answered by someone capable of understanding and solving the issue or able to quickly escalate the issue for prompt resolution by our technical support staff (if necessary). Over 95% of customer assistance requests are handled within five minutes or less by ODM personnel who are familiar with each program we manage.

Additionally, we have a clear and effective escalation process for all issues that require input from our technical support leadership team which is always available for activation to expediently resolve priority system issues. Furthermore, because we answer calls immediately, **our average speed to answer live is less than one minute**. ODM will always be just a phone call away from officers working extra-duty, just like your agency is when they are working on-duty, should an emergency occur.

9.3.6 System Reporting

Through a simple and seamless integration between our time and scheduling software (OfficerTRAK®), and our ERP accounting system (NetSuite), we maintain an accurate and detailed record-keeping and reporting of information through our reporting module that is accessed through our online/web portal. Some of the notable features of the module are as follows:

- Capability for the user to create their own customized reports
- Robust filtering
- Auditability
- Historical and real-time access to information
- Ability to create "canned" reports in the Saved Reports area so they can easily be replicated each week, month, etc.
- Provides ODM performance metrics including uptime, resolution time, etc.
- Exportable into .XLS or .CSV format
- Report results can be viewed in the app if desired.

The following figures provide module screenshots to highlight these features as well as the ease of use of the module.



Report Module



Agency Admins and Agency Special Admins have access to the "REPORT" tab, consolidating reporting features. Reports can be exported to Excel and/or PDF.

Reports wanted for regular use can be saved and shared with others in OfficerTRAK®.

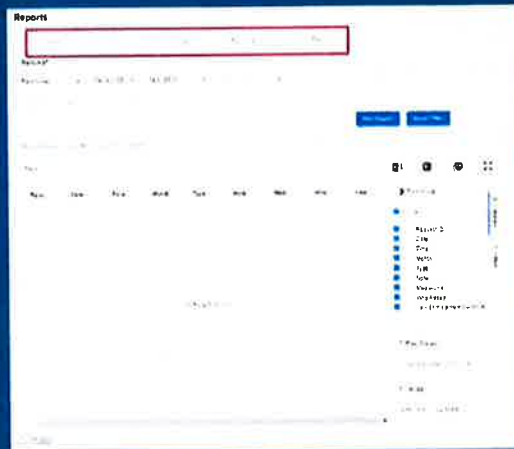
Admins login to OfficerTRAK® thru the agency portal to access your account.

The REPORT tab is on the far right:



Figure 38: OfficerTRAK® Report Module Access Screenshot

Default View



The Report Module provides many ways to run and filter reports:

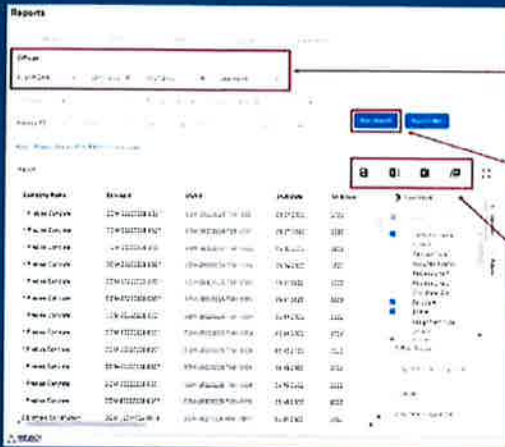
- Request
- Shift
- Officer
- Requester

Notice that there is a tab for "My Saved Reports." This is useful for saving reports you've created and provide data you will routinely want to access. Reports saved here can be shared with other Admins.

Figure 39: OfficerTRAK® Report Filtering Screenshot



Report Example



This example is for Officers: All Shift Data for the Last Month (convenient drop-down selections). The options are extensive to allow the scope you want.

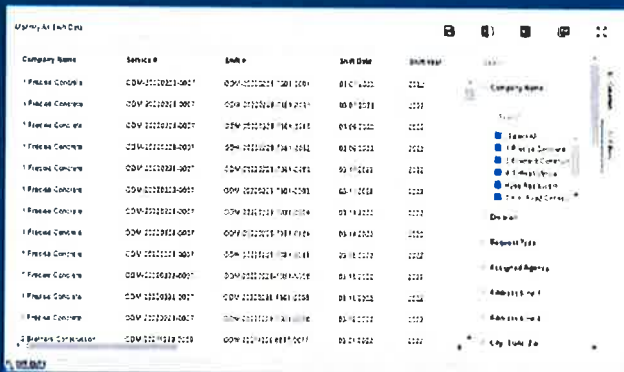
Clicking the Run Report button generates an adjustable spreadsheet with many selectable data points: Generate the report(s) you need.

These reports can easily be saved and/or exported

Column headers allow the user to select the most important data

Figure 40: OfficerTRAK® Report Design Options Screenshot

Report Flexibility



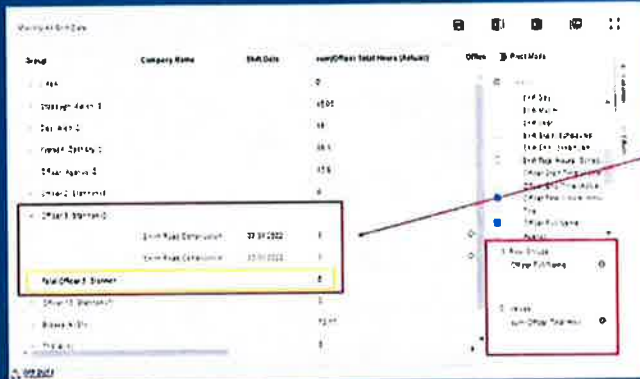
The Report Module allows for the user to generate the precise report wanted:

- Columns may be reordered.
- Columns may be added or removed
- Filtering available for granularity.

Figure 41: OfficerTRAK® Report Design Flexibility Screenshot



Data in OfficerTRAK®



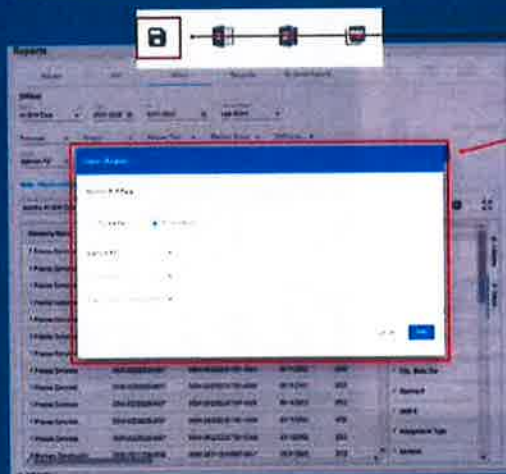
Drag and drop the group and values you want to aggregate into the bottom right.

Those data points are quickly viewed in OfficerTRAK®.

Make the adjustments you want before exporting.

Figure 42: OfficerTRAK® Report Result Viewing in App (Screenshot)

Report Example



Select the "Save" icon

The pop-out allows you to name your report.

- Private - will only be available to the Admin that saves the report.
- Public - allows the creator to share with all Admins or individually selected Admins.

Reports that are run regularly, e.g. monthly stats, may be saved. These saved reports are easily accessible from the "My Saved Reports" tab.

Figure 43: Save and Name Reports Screenshot



9.3.6.1 Common Report Types

ODM provides robust reporting capabilities for the Town, FPD’s Leadership, and designated administration personnel who have access to the reporting system. In addition to custom report generation, ODM provides numerous pre-built, real-time, and historical reports that include but are not limited to those listed in the following table.

Table 5: Real-Time and Historical Reports

Report	Description
Shift Export	Pulls all information based on applied filters including request and shift information, officer clock-in/clock-out, unfilled shifts, etc.
Officer List	Roster of all officers and their statuses in the system
Payroll Reports	Submitted with remittance to Fairfield/FPD for officer payroll processing
Officer Hours Worked	Pulls all officer information for jobs worked for a designated period
Dropped Shift Report	Pulls in-depth information on all officers removed from shifts including reason, method of drop, time prior to job start, replacement officer, etc.
Publish Information	Pulls a real-time report of what officers are selected/assigned to jobs on a particular publish
Field Notes	Pulls officer and administrative notes on a request, based on time frames
Shift Notes	Pulls administrative notes and notifications for a specific job.
System Metric Reports	Detailing uptime SLA metrics and system usage, response time, transactional statistics for FPD
Custom Reports	Users can easily create or ODM will provide custom reporting based on the requests, needs or requirements of FPD either on a scheduled or ad-hoc basis. OfficerTRAK® is our software that allows for easy upgrades and customization of all data intelligence and reporting.

9.3.6.2 Interface Capability with MUNIS

ODM understands that MUNIS is the financial system that the Town will use to process officer payroll. OfficerTRAK® has the ability to link to payroll systems through API and pass data as defined by the Town and/or FPD utilizing a unique identifier. Our ability to integrate with MUNIS is only dependent on limitations of the agency software and their current agreements with MUNIS. ODM will charge no fees for any of its services or integrations, although the Town may be subject to costs from MUNIS or any other provider used for payroll management.

9.3.6.3 Payroll Reporting

Based on the request in the RFP and as shown in Figure 44, OfficerTRAK® will generate a weekly payroll report from the list of FPD officers with their ID number, assignments information, hours worked, pay rates, overtime or straight pay, and any other pertinent information needed to efficiently run payroll. The report will be submitted weekly to the Town.



Name	EEID	Date	Hours	Rate of Pay	Total Pay	Pay Type	Detail Type	Vendor C
Bill Hart	M3456	6/12/2021	6.00	\$55.00	\$330.00	Straight	Private	567
Steven Billard	M4547	6/15/2021	5.25	\$82.50	\$433.13	Overtime	Intergovernmental	2236
Frank Smith	M8785	6/12/2021	8.00	\$82.50	\$660.00	Overtime	Intergovernmental	2236
Buford Young	M7872	6/13/2021	4.00	\$55.00	\$220.00	Straight	Private	6834
Garrett Polson	M3498	6/11/2021	4.00	\$82.50	\$330.00	Overtime	Intergovernmental	7335
Dwhite Bock	M5006	6/11/2021	6.00	\$82.50	\$495.00	Overtime	Intergovernmental	567
Michelle Stanley	M9989	6/10/2021	10.00	\$82.50	\$825.00	Overtime	Intergovernmental	7335
Jared Askoy	M3354	6/14/2021	8.00	\$55.00	\$440.00	Straight	Private	6834
Marcia Arends	M2377	6/13/2021	6.00	\$82.50	\$495.00	Overtime	Intergovernmental	7335
Rebecca Reese	M6111	6/15/2021	9.50	\$55.00	\$522.50	Straight	Private	6834
Roul Goddard	M9870	6/15/2021	4.75	\$82.50	\$391.88	Overtime	Intergovernmental	7335
Jenifer Kuipers	M4433	6/10/2021	5.00	\$82.50	\$412.50	Overtime	Intergovernmental	7335
Carme Haas	M7141	6/11/2021	7.00	\$55.00	\$385.00	Straight	Private	567
Felipe Seki	M7835	6/13/2021	7.50	\$82.50	\$618.75	Overtime	Intergovernmental	2236
Jill Smith	M5009	6/14/2021	8.00	\$55.00	\$440.00	Straight	Private	567

Figure 44: A Detailed Weekly Payroll Report will be Provided Based on the Specifications of the Town

9.3.6.4 Reporting System Performance Metrics

Our system reporting measures several Key Performance Indicators (KPIs) for ODM.

Table 6: ODM Key Performance Indicator Listing

KPI	ODM Performance
Uptime	Our Oracle NetSuite server farms have consistently operated at 99.999% uptime based on 24/7 monitoring.
Maintenance Downtime	OfficerTRAK® limits monthly maintenance downtime to less than 2 hours per month. All maintenance downtime is conducted in the early morning during low traffic times.
Customer Support Response Time	<1 minute
Issue Resolution Time	95% are resolved within 5 minutes or less

In order to regularly review these metrics and address any issues, the ODM Managed Services Team meets monthly to recap the prior month and YTD performance of these metrics in addition to security posture, system maintenance, and upgrades.



9.3.7 Financial

ODM takes on all financial risk and floats all funds. We utilize NetSuite, the nation’s leading ERP solution, for officer payroll, municipality payments, and extra-duty client invoicing. ODM assumes all risk in collecting payments for assignments and details. Two-factor authentication is provided through NetSuite to protect users’ financial data.

9.3.7.1 How Extra-Duty Clients are Invoiced

ODM manages the entire invoicing, billing, and collection process with extra-duty employers. Our service provides extra-duty employers (clients) the ability to easily request, fulfill, schedule, communicate with, and pay for law enforcement extra-duty services authorized by governmental agencies. We do this through a dedicated, online client portal and website. This simplifies the process for all parties involved and allows for the complete management of scheduling, fees, payments, and reporting.

Our online fee management and payment portal provides clients with a simple and easy method to make requests and a clear understanding of total related fees and costs prior to making a work request. Clients can set up an account, view and approve estimates, make payments (credit card and ACH), verify and review orders for accuracy, and view the entire disclosure of their agreement.

A beneficial value-added feature that OfficerTRAK® provides is the ability of our system to automatically calculate estimates for services based on the extra-duty request. This feature will be especially appreciated by your clients! An example of this feature is shown in Figure 45. Additional features and a sample client invoice are shown in Figure 46 through Figure 50.



Figure 45: The Ability to Get an Estimate for an Extra-Duty Job Posting will be Greatly Appreciated by Your Clients!



Figure 46: OfficerTRAK® Client Payment Portal powered by NetSuite for Estimates and Online Payments with Chain of Custody for Full Accountability

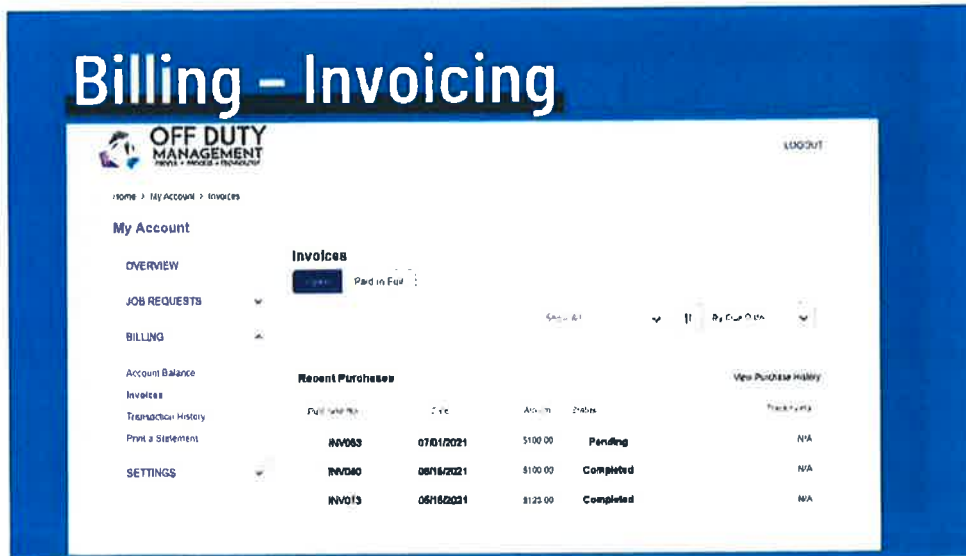


Figure 47: The System Allows Clients to Review Invoices and Track their Status



Billing – Account Balance

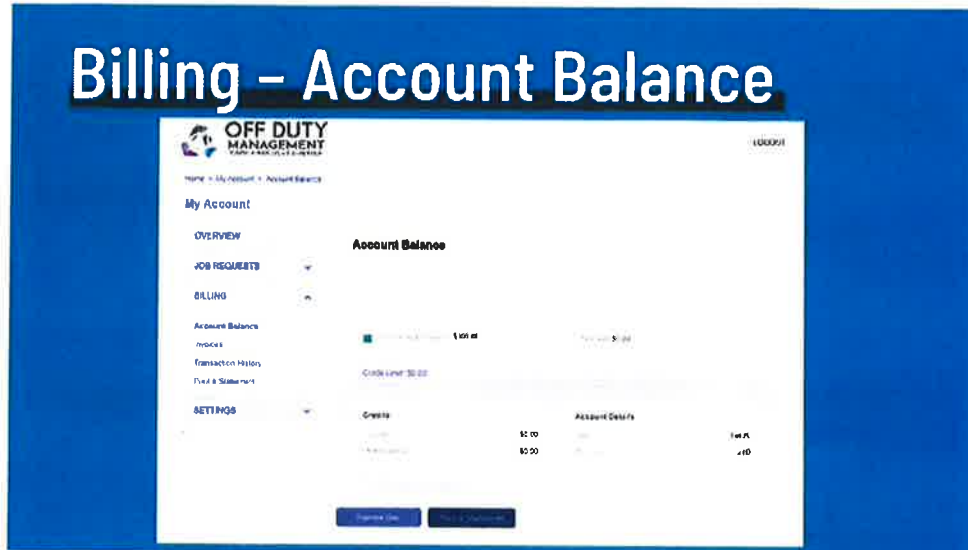


Figure 48: Clients can also Check their Balance at Any Time via the Account Balance Tab

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RFP Response – RFP #2022-156
 Administrative Management Services – Fairfield, CT Police Department
 Due NLT 2:00 PM EDT 26 APR 2022



Invoice

#INV1307

3/10/2022

Payment Terms: Net 30

Due Date: 4/9/2022

Off Duty Management Inc.
 1906 Avenue D #200
 Katy, TX 77493
 281-347-8500

Bill To Attn To:



Ship To/WorkSite Address



Make Check Payable to Off Duty Management Inc.
 Please include invoice number with payment

Project	PO	Cost Center/ Job No/ Ref No	Amount Due
			\$0.00

Description	Time IN - Time OUT	Memo	Type	Hours	Rate	Amount
	3/3/2022 12:00:00 PM - 3/3/2022 4:00:00 PM		Regular	4	\$60.00	\$240.00
	3/3/2022 8:00:00 AM - 3/3/2022 12:00:00 PM		Regular	4	\$60.00	\$240.00

Invoice Comments:

Request Id: ODM-20220202-0030

Subtotal	\$480.00
Tax Total (%)	\$0.00
Invoice Total	\$480.00
Total Paid	\$480.00
Amount Due	\$0.00



INV1307

1 of 1

Figure 49: Sample Client Invoice



3/28/22, 10:01 AM

ODM A/P Register GA

Off Duty Management
Parent Company : Off Duty Management
ODM A/P Register GA
February 28, 2022 - March 7, 2022

ACCOUNT	TYPE	DATE	DOCUMENT NUMBER	VENDOR	MEMO	DATE DUE	BILLED	PAID	BALANCE	PAYROLL DETAILS (AP REGISTER)
Accounts Payable - Law Enforcement Agency									\$0.00	
	Bill	3/4/2022		[REDACTED]		Paid	\$426.00		(\$426.00)	[REDACTED] ODM-20220202-0030 [REDACTED] [REDACTED] total owed / 20220302
	Bill	3/7/2022		[REDACTED]		Paid	\$426.00		(\$856.00)	[REDACTED] ODM-20220202-0030 [REDACTED] [REDACTED] total owed / 20220303 / [REDACTED] [REDACTED] ODM-20220202-0030 [REDACTED] 753.50 [REDACTED] total of(more)
	Bill Payment	3/7/2022	0000000776	[REDACTED]				\$856.00	\$0.00	
Total - Accounts Payable - Law Enforcement Agency							\$856.00	\$856.00	\$0.00	
Total							\$856.00	\$856.00	\$0.00	

1/1

Figure 50: Sample A/P Register Report

9.3.7.2 How the Town Receives Payment

Regardless of client payment status, ODM always remits payment in full and on time. We assume all risk for late payment and non-payment from clients. In instances of delinquent payment, ODM will follow commercial collection practices in accordance with Connecticut law. We will also coordinate with the Town and FPD with respect to delinquent clients who want to schedule additional services, which usually requires payment of past due balances and pre-payment for new assignments. Note that ODM will not automatically refuse to schedule these requests, but will, instead, coordinate directly with the Town and FPD to discuss any limitations that should be applied to delinquent clients.

ODM offers two (2) options for payment/payroll processing:

1. Remittance directly to the agency or municipality (the option Fairfield has requested)
2. Remittance using our *Officer Direct Pay* program in which we manage all payroll with direct deposit and issue a 1099 to each officer



Per RFP requirements, weekly payments will be made, in full, directly to the Town for all completed extra-duty assignments. Payments will be made to the Town on the weekly schedule regardless of collection status. ODM will pay the Town via direct deposit or live check.

9.3.7.3 How ODM is Compensated

Typically, our programs are offered using a single flat percentage of the service rate billed to the client utilizing the extra-duty services. This fee is based on a cost-recovery model that covers ODM's cost of technology, administrative services, customer support, and insurance along with direct-cost transactional fees. After cost recovery, a component of the flat fee then represents ODM's fee for overhead and profit, which is generally the smallest component of the fee structure.

9.3.7.4 ODM Administrative Fee Methodology Overview

- Scope of varying levels of services offered:
 - Comprehensive (Recommended best practice) – Officers are 1099 employees paid by ODM.
 - ODM prefers comprehensive services as it provides the highest level of protection with our statutory workers' compensation coverage along with all software, services, and support. This option saves municipalities the most time, money, and resources.
 - Historically, ODM reduces between 80% to 85% of the current resources and funds being deployed by the agency to administer and manage their extra-duty jobs.
 - Scheduling, Fee Management, Billing, Payment collection (level currently chosen by Fairfield) – Officers are paid directly by the municipality. This will result in a reduction in the overall ODM administrative fee charged to your clients.
 - Some agencies have a desire to keep payroll and workers' compensation functions in-house. This option adds internal cost to the agency through increased internal payroll, systems, and reporting. No extra cost to ODM.
 - This is the same program as our comprehensive solution minus the workers' compensation coverage.
 - Scheduling and invoicing only – No insurance coverage provided by ODM. No extra-duty client fee collection.
 - Rarely utilized
- Our services are completely customizable and conformable to agency requirements.
 - Should agencies have new or unique methods they want to deploy, we will find a way to execute these practices.
 - We recommend our comprehensive approach because it saves the most time, money, and resources and greatly reduces, if not eliminates, most of the risk and liability associated with extra-duty employment. This option also provides officers with the highest level of protection with liability and statutory workers' compensation coverage.

9.3.8 Insurance Coverage

ODM provides Best-in-Industry insurance coverage for all our agency partners. This is a significant differentiator between ODM and our competitors. ODM encourages all our potential





agency partners to closely review the insurance coverage offered by all proposal respondents in detail as they select the right solution for their agency.

All insurance is not equal, and fulfillment of claims is based on the strength of the coverage and underwriters/sureties involved. One key difference in coverage is whether the carrier is considered “Admitted” or “Non-Admitted” as there are very specific (and important) legal conditionals between the two regarding liability for claims.

ODM offers the best insurance coverage available in the industry today and has higher liability limits than our competitors typically offer. Further, we only offer A+ accredited insurance underwritten by Everest Security Insurance and our policies are managed by ODM’s long-term broker, Gallagher Security Insurance Company. Notably, Gallagher is the only insurance brokerage to ever be named to the list of the World’s Most Ethical Companies published by Ethisphere and has received this honor every year for the past 11 years.

Reducing liability for our agency partners and their officers is a key operational tenet of ODM’s programs and objectives. ODM was **Built By Officers For Officers** to address the rapidly increasing need to identify and eliminate the risks and liabilities impacting extra-duty law enforcement employment. As noted above, our insurance program is brokered by Gallagher Insurance and our policy is provided by Everest Security Insurance Company. Table 7 below provides more information on our broker and insurance carrier.

Table 7: ODM Insurance Providers

Gallagher Security Insurance Company (Broker)	
<ul style="list-style-type: none"> • Family-owned business, established in 1927 • The only insurance broker ever to be recognized as one of the “World’s Most Ethical Companies” by the Ethisphere Institute <ul style="list-style-type: none"> ○ Recognized every year for the last 10 years ○ Other recipients include 3M, and Microsoft • <u>The direct broker working with ODM is a former police officer and therefore, understands the needs of ODM agency partners and officers</u> • “On the ground” representatives and National Claims Teams are available in 48 states and around the world ready to assist customer needs 	
Everest Security Insurance (Carrier)	
<ul style="list-style-type: none"> • A+ (Superior) credit rating with A.M. Best • Industry-leading, security-specific • <u>Categorized as an “Admitted Carrier” (i.e., the state’s insurance will guarantee claim payments should the company fold, fail, etc.)</u> • Coverage is specifically for the security industry <ul style="list-style-type: none"> ○ True assault and battery coverage is included ○ True care, custody, and control coverage is included • Low volatility (i.e., very in-tune to their risk profile) • Minimal exclusions compared to other security liability policies 	



Our insurance exceeds requirements under this contract as shown in Table 8 giving you the largest liability protection in the industry at \$13 million combined liability and umbrella coverage.

Table 8: ODM Insurance Coverage Compared to Contract Required Coverage

Insurance/Type	Contract Requirement	ODM Coverage
Commercial General Liability – Bodily Injury, Personal Injury, Property Damage	Each Occurrence: \$1,000,000 Aggregate: \$2,000,000	Each Occurrence: \$2,000,000 Aggregate: \$3,000,000
Commercial General Liability – Products/Completed Operations	Each Occurrence: \$1,000,000 Aggregate: \$2,000,000	Each Occurrence: \$2,000,000 Aggregate: \$3,000,000
Auto Liability	\$1,000,000	1,000,000
Excess/Umbrella Liability	Aggregate: \$2,000,000	\$10,000,000
Workers’ Compensation	Bodily Injury Accident \$500,000 each accident	\$1,000,000
	Bodily Injury by Disease \$500,000 each employee	\$1,000,000
	Bodily Injury by Disease \$500,000 policy limit	\$1,000,000
Professional Liability	No requirement stated.	\$1,000,000
Cyber Liability	Aggregate - \$1,000,000	\$2,000,000
Accidental Death and Dismemberment	No requirement stated.	\$150,000 per Officer

9.3.9 Service Delivery and Management

Our services, including OfficerTRAK[®], are 100% provided by ODM, and include installation, training, maintenance, integration, implementation, support, software upgrades, data reporting, and customization. All services are managed and performed by trained ODM staff and come at no cost to the agency, municipality, or officers. There are no charges for system upgrades. Additionally, partner agencies receive free internal use to schedule government-funded events, overtime, or grant programs after adopting our comprehensive administrative solution to manage their external extra-duty jobs.

About Who’s in Charge

“At first I was totally against it. I wanted to control everything. I wanted things the way I wanted them. I wanted our employees to have that say, but when we started looking at some of the models we saw, ODM actually gave our agency complete control.”

– Chief Michael Soelberg
Gilbert PD, AZ

9.4 Data Backup, Security, Integrity, and Extraction

ODM understands the responsibility and care required to house “permanent” Town records and vendor/client information. In summary, the technology platform and data hosting functions used at ODM are managed by OfficerTRAK[®]. Central systems and the data warehouses are hosted and stored in the Microsoft Azure Cloud from a secure, redundant, managed services host site



monitored 24/7/365 by both our host site and ODM personnel. ODM’s data backup servers provide a safety net against malicious attacks, system errors, equipment failures, and/or accidental deletion.

9.4.1 Cloud-Based Solution Information

Since ODM is offering a cloud-based solution, the specific RFP questions and their respective responses related to data backup, security, integrity, and extraction are provided in Table 9, below.

Table 9: Specific Questions and Responses for Cloud-Based Solution Providers

Question	ODM Response
How will the Town’s data be protected from malicious damage or alteration?	OfficerTRAK® provides multiple layers of security to protect data including storing the data on the Microsoft Azure platform with data encryption, 24/7 managed service and SecOps monitoring.
How frequently the data will be backed up?	The data will be backed up continually utilizing secondary databases residing in a different Azure Data Center located in San Antonio, Texas.
How are the backups verified?	Yes, back-ups are verified through the Microsoft Azure platform.
Can the backed-up data be restored into a “test” instance of the system?	Yes, if requested
Is the data protected through continuous replication?	Yes
How long does it take to recover and restart the system?	OfficerTRAK® utilizes load balancers, redundant servers and redundant databases. OfficerTRAK® maintains 99.999% uptime. OfficerTRAK® also utilizes 24/7 managed services for system monitoring and maintenance to ensure uptime and system health. In the event of a data recovery event, OfficerTRAK® would be back up and running within 4 hours.
Can the Town receive periodic copies of the backed-up data for storage locally?	Yes, data backup can be provided through exported formats. The Town and/or FPD can also export data through the OfficerTRAK® Reporting Tool into Excel and/or PDF format.
Should the Town’s agreement with the proposer come to an end, how is the Town’s data extracted and returned? What file formats and media will be provided?	Data can be provided to the Town and/or FPD in Excel and/or CSV format.

A more thorough review of our cloud solution information is provided and categorized in Table 10, below:

Table 10: Customer/Cloud Data Specifics

Category	Capabilities
Support and Training	<ul style="list-style-type: none"> All users are able to contact someone 24/7/365 with any technical issues or assistance.
Reporting	<ul style="list-style-type: none"> The ODM Managed Services Team meets monthly to recap prior month and YTD performance metrics, uptime, issues, service tickets, security posture and system maintenance and upgrades.



Category	Capabilities
Updates / Upgrades	<ul style="list-style-type: none"> • ODM will provide regular status reports during unscheduled downtime at least once per day or upon FPD’s request. • OfficerTRAK® is constantly adding new features to the system which are never any cost to the agency. Advance notice of new features and upgrades are communicated with the agency through Migration communications which includes summary of new features, date/time of implementation, targeted training, updated training guides, and impacted populations. OfficerTRAK® coordinates with agency IT groups for any mobile app updates for agency issued mobile devices and associated catalogs. • OfficerTRAK® places the highest priority on system design, efficiency, and reliability. Any new functionality is thoroughly vetted and tested with appropriate infrastructure upgrade to ensure it meets these priorities. As always, there is never a cost for any new functionality.
Data Backup	<ul style="list-style-type: none"> • Data is backed up continually utilizing secondary databases residing in a different Azure Data Center located in San Antonio, Texas. • Backed up data can be provided through exported formats. The Agency can also export data through the OfficerTRAK® Reporting Tool.
Data Ownership and Privacy	<ul style="list-style-type: none"> • Town/FPD retains full right and title to data provided by Twonand any data derived therefrom, including metadata (collectively, the “Customer Data”). • ODM will not collect, access, or use user-specific Customer Data except as strictly necessary to provide the software and services to Customer. No information regarding Customer’s use of the cloud software/services may be disclosed, provided, rented, or sold to any third party for any reason unless required by law. • Off Duty Management and OfficerTRAK® treat all customer data with the utmost care and do not share the information with other third-party entities. • Customer data is housed on the Microsoft Azure platform housed in the Southwest Data Center located in San Antonio, Texas. • OfficerTRAK® will maintain customer data for a minimum of one year or less, dependent on customer’s needs. • Data will be provided to the customer in the requested format through a secure portal for data integrity. • ODM complies with all applicable laws related to data privacy.
Data Security	<ul style="list-style-type: none"> • Two-factor authentication is required for all users. • Microsoft Azure VM Gateway, Azure Security Center, Firewall security architecture is incorporated • Solution uses strong cryptography and security protocols (SSL/TLS) to safeguard information data during transmission between networks. • All data is protected through continuous replication. • ODM maintains an active vulnerability management program to protect systems from known vulnerabilities. • ODM complies with all applicable laws related to data security. • All customer data is stored in secure, cloud-based solutions on Oracle and Microsoft Azure databases. • ODM and OfficerTRAK® will encrypt all personal and non-public Customer Data in transit and at rest. • Customer Data will be partitioned from other data in such a manner that access to it will not be impacted or forfeited due to e-discovery, search and seizure or



Category	Capabilities
	<p>other actions by third parties obtaining or attempting to obtain solution provider's records, information or data for reasons or activities that are not directly related to Customer's business.</p> <ul style="list-style-type: none"> • All ODM personnel must meet the security requirements of any background check and fingerprint requirements, or non-disclosure forms as required, along with all other security and ethical standards requirements. • In the event of any breach of security that adversely affects Customer Data or solution provider's obligations, or any evidence that leads solution provider to believe that such a breach is imminent, ODM will promptly (and in no event more than twenty-four hours after discovering such breach) notify Customer. ODM will identify the affected Customer Data and inform Customer of the actions it is taking or will take to reduce the risk of further loss to Customer. ODM will provide Customer the opportunity to participate in the investigation of the breach and to exercise control over reporting the unauthorized disclosure, to the extent permitted by law.
Disaster Recovery	<ul style="list-style-type: none"> • ODM will maintain and follow a disaster recovery plan designed to maintain Customer access to the cloud software/services, and to prevent the unintended destruction or loss of Customer Data. • ODM will review and test the disaster recovery plan regularly, at minimum twice annually. • In the event of service failure, ODM will be able to restore the cloud software/services, including Customer Data, with loss of no more than twelve (12) hours of Customer Data and transactions prior to failure. • OfficerTRAK® utilizes load balancers, redundant servers and redundant databases. OfficerTRAK® maintains 99.999% uptime. OfficerTRAK® also utilizes 24/7 managed services for system monitoring and maintenance to ensure uptime and system health. In the event of a data recovery event, OfficerTRAK® would be back up and running within 4 hours.
Records and Audit	<ul style="list-style-type: none"> • ODM will keep records for a minimum of seven (7) years from the date of creation. • Customer or its designated agent will have the right, upon reasonable notice, to audit, review, and copy all records collected by ODM that may reasonably relate to Customer's use of the cloud software/services. Such records will be made available to Customer or Customer's agent at no cost to Customer.
Transition Assistance	<ul style="list-style-type: none"> • ODM will cooperate with the Customer and other parties in connection with all cloud software/services to be delivered under the agreement. ODM will assist Customer in exporting and extracting the Customer Data, in a format usable without the use of the cloud software/services and as agreed to by Customer.
End of Contract	<ul style="list-style-type: none"> • ODM maintains formal electronic data destruction procedures in the event of customer termination of contract. • Upon end of contract, all data can be provided to the Agency in Excel and/or CSV format.

9.4.2 Disaster Preparedness and Recovery Capabilities

ODM plans and implements effective measures to ensure our continuity of business operations and services. Information systems and facilities risks are those that imperil ODM's ability to



procure, store, and conduct electronic transactions, as well as provide support to agency partners, their officers, and their clients requesting extra-duty detail services.

ODM has effective and detailed disaster recovery and continuity of business plans in place. We regularly rehearse our plans, and further, we have successfully activated and used our plans on multiple occasions in response to natural disasters. In all instances, our readiness, plans, and procedures proved reliable in the face of otherwise significant potential disruptions in operations that ODM successfully mitigated without any disruption to our clients. These prior events include:

- 2016: Hurricane Harvey, which impacted Houston and surrounding areas including Katy, TX.
- 2019: Tropical Storm Imelda dropped 40 inches of rain that flooded much of Houston and surrounding areas, including Katy, TX.
- 2020: The COVID-19 Pandemic affected employee availability and supply-chains nationwide.
- 2021: An ice storm shut down most of Houston including Katy, TX, for several days in which there was no electric or water service.

Off Duty Management successfully navigated each of these natural disasters without any business interruption or impact to our agency partners due to the strength of our continuity of operations. Our disaster recovery and continuity of operations plans are effective.

ODM's solution maintains an uptime statistic for customer availability of 99.99%. Nevertheless, ODM realizes that no matter how efficiently our program operates, it is critical to have processes and procedures in place to effectively plan for and implement alternatives or mitigation strategies for events that have the potential to impact standard operations. Examples include, but are not limited to:

- Power failures
- Natural disasters
- Communications disruptions
- Crisis situations, including geopolitical disruptions
- Events or circumstances that deny the use of key facilities

ODM's risk management framework addresses risks at all operational levels and ODM maintains a comprehensive Crisis Management and Disaster Recovery Plan with assigned teams responsible for responding to emergency situations. This approach helps to ensure direction and coordination during an operational disruption and includes incident identification, evaluation, escalation, declaration, plan activation, and deactivation. ODM effectively plans for and mitigates risks up-front to ensure we have the capabilities in place to deal with any event that may occur.



We use a multi-team approach to ensure preparedness, and we host our applications in a fully redundant, secure, managed service, and continually monitored Microsoft Azure Cloud data center. This center meets the stringent security standards for hosting mission-critical information requiring the security of PII and transactional data. As described previously, the data center and our primary applications are certified through the obtainment and continual compliance with relevant ISO, SOC, and PCI audits and standards.

No Signal Capabilities: With respect to continuity of service for officers in the field, our OfficerTRAK® mobile app has been engineered to incorporate unique store-forward functionality that enables officers to use the app even when they do not have a cell/network signal. In these situations, officers can still check their assignment schedule and clock-in and out of assignments. OfficerTRAK® will automatically synchronize once the cell/network signal is restored. Obviously, because there is no signal, officers cannot receive new job postings until they return to coverage.

Immediate Technical Support: ODM provides 24/7/365 live, bi-lingual technical support for any issues or questions that your users have. Calls are answered typically in one minute or less and 95% of all issues are solved in five minutes or less. Technical support is available to FPD leadership and internal administration personnel, your officers, and your clients.

What?? No Phone Signal!!

Even when there is no phone signal, OfficerTRAK® enables your officers to view schedules, and clock-in and clock-out of assignments. All data, including GIS location data, is automatically synchronized when the officer's phone regains a signal using ODM's innovative store-forward communications architecture.

We believe this feature is unique in our industry to ODM.

We know it's important.

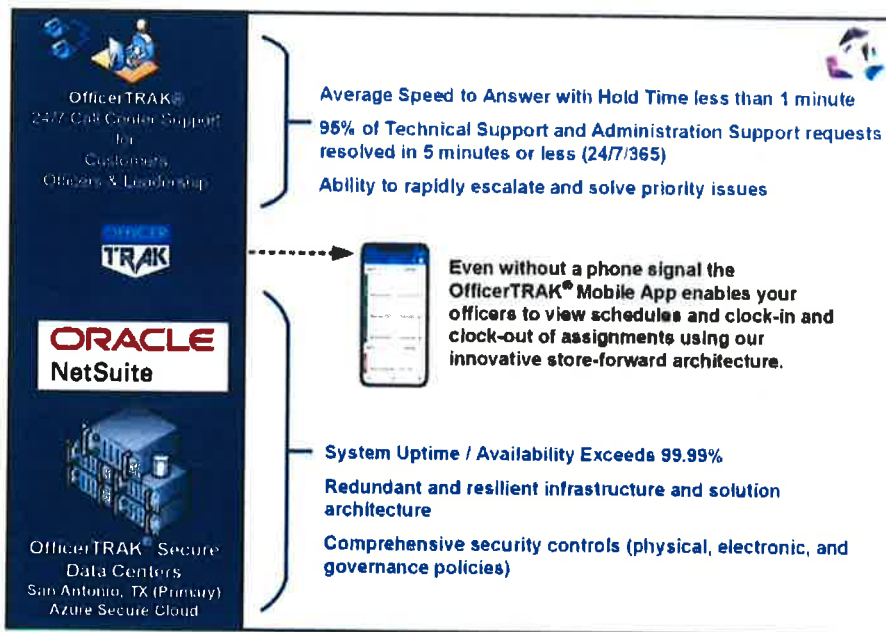


Figure 51: OfficerTRAK® Availability Exceeds 99.99% - 24/7/365 Call Center Support with Less Than One Minute Average Hold Time – Regardless of Time of Day



9.5 System Demonstration

ODM is very accustomed and eager to provide a demonstration of our system as part of the RFP evaluation process. The on-site demonstration will be performed using a “live” system with real data, using both laptops and mobile devices. The demonstration can also be customized based on the specific business rules or requests of the agency, such as the Town’s request to provide an example of the extra-duty and on-duty scheduling processes. Further, all steps in the process will be presented and explained including all of the communications sent to the Town, agency, officers, and vendor clients. The demonstration will be followed up with a question-and-answer session and can be performed at any time upon request. As part of the training program, a “Pre-Go Live” or activation test period (typically one week) - Allows officers and administrators to be fully immersed in OfficerTRAK® and the app prior to execution of actual extra-duty job postings.

9.6 Implementation Schedule

Since 2017, ODM has successfully onboarded over 150 agency partners into our system on schedule. Upon award, ODM will work with the Town and FPD to fine-tune the implementation timeline and will establish a dedicated team to provide the Town and FPD with the resources and training needed for a successful and smooth transition.

Issue-Free Implementation

“There were no issues with the implementation at all. Everything that ODM said they would do upfront they delivered on that, and plus some. I personally have had a couple of incidents where we had some unique requests come from some high-profile entities and I checked with our operations manager to make sure I understood what the totality of the off-duty job was. I got all the response and all the customer service that I would have expected from ODM to help me manage even those unique sets of circumstances. So not just day-to-day stuff, but even when those odd things pop up, you pick up the phone, you call ODM, they always answer, and always deliver.”

– Chief Scott Brewer
 Prosper PD – Prosper, TX

The following table and figures describe the implementation tasks, processes, as well as team members and their respective responsibilities.

Table 11: Implementation Processes, Communication, and Tasks

Item	Specifics
Process Areas	Contract Approval Officer Communication and Sign-Up Vendor/Client Communication and Sign-Up Agency Landing Webpage Design Preparation for “Go Live” Date
Communications Training	Weekly status call via Zoom Zoom online admin training
Implementation Tasks	OfficerTRAK® officer sign up – your agency and any backup agencies Job publishing process/options Current list of permanent vendors with schedule information Vendor letter from the Chief Agency Website link

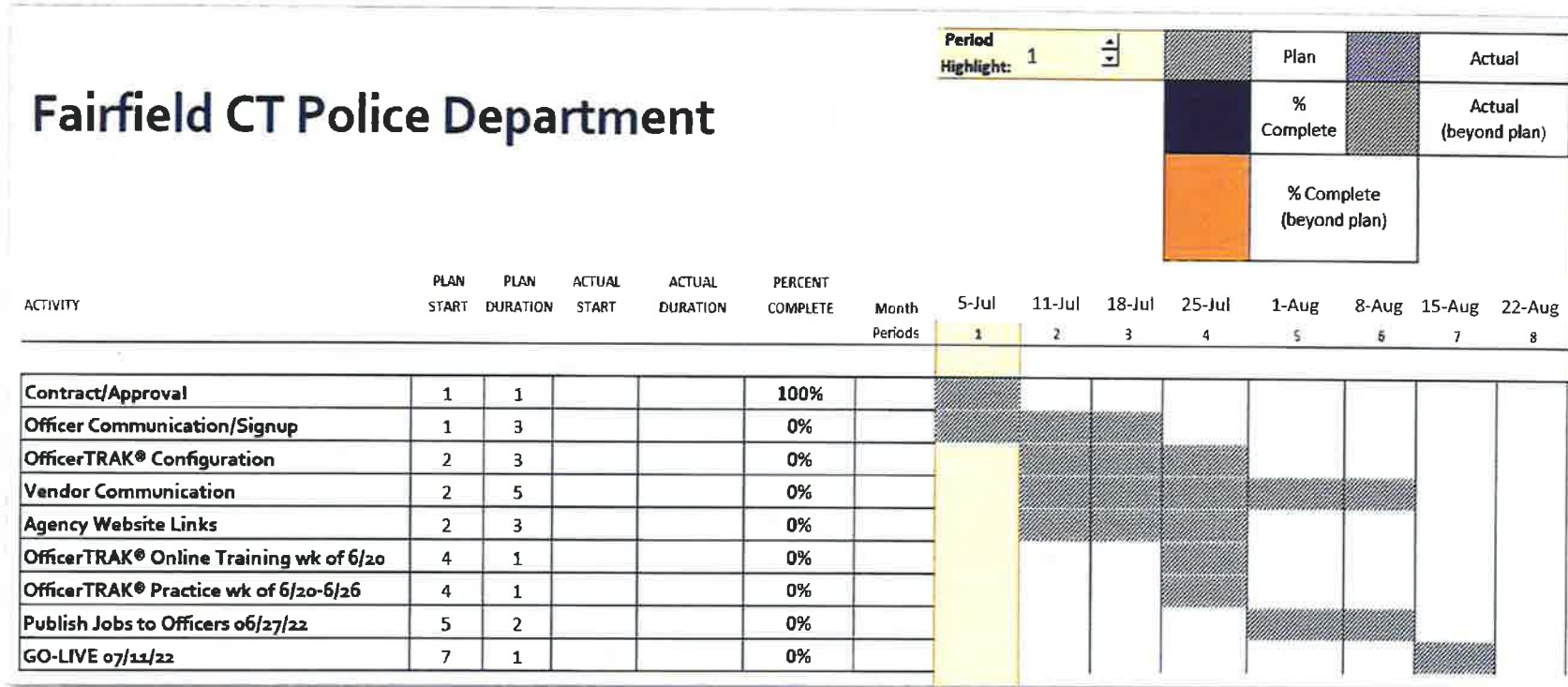


Figure 52: Fairfield Implementation Schedule



PROJECT TEAM – ROLES AND RESPONSIBILITIES

ODM Team			Agency Team		
Role	Name	Responsibility	Role	Name	Responsibility
Implementation Manager	Bobby Miller miller@offdutymanagement.com Cell: 346257-0331 Desk: 281664-1389	<ul style="list-style-type: none"> Primary contact during implementation Advises the ODM team Manages project resources Point of contact for escalation Manages scope of work & transition timeline Administers Weekly ZOOM Calls 	Agency Transition Lead Contacts	TBD	<ul style="list-style-type: none"> Manages transition for the agency Communicates of project process to Agency Implementation resource for current vendor list as well as onboarding of officers to OfficerTRAK®
	Haley Pinzon hpinzon@offdutymanagement.com Cell: 346257-8651				
V.P. of Operations	Chuck Coughlin ccoughlin@offdutymanagement.com 281-574-2274	<ul style="list-style-type: none"> Ensures overall project quality and success 	Agency Website Contacts	TBD	<ul style="list-style-type: none"> Primary contact for Agency website Assists in posting ODM link on agency website
Director of Operations	Kendra McCoy admin@offdutymanagement.com 281-347-8500	<ul style="list-style-type: none"> Coordinates the vendor transition process Coordinates job scheduling Officers point of contact for payroll enrollment and OfficerTRAK® sign up Provides leadership and guidance on the overall use of OfficerTRAK® and best practices 			
Operations Manager	Angelina Baines Abaines@offdutymanagement.com 346257-8651				
Consulting Team	Greg Dotan VP of Business Development	<ul style="list-style-type: none"> Supports the transition to ODM 			
	Business Development Manager				

Figure 53: ODM Implementation Team Roles and Responsibilities



NEXT STEPS

ACTIVITY / TASK	ODM	AGENCY	TARGET DATE
Officer Sign Up Sheet	Implementation	TBD	6/3/22
Backup Officers Sign Up Sheet/ Payroll Setup	Implementation	TBD	6/17/22
Vendor List Returned to ODM		TBD	6/3/22
Prepare Template Chief's Letter to Vendors	Implementation		6/3/22
Chief approves and sends out Letter to Vendors		TBD	6/17/22
Agency Website Link approved and active	Implementation		6/24/22
Admin Online Training / Practice Jobs will be posted	Implementation		6/20/22-6/26/22
Publish Jobs to Officers	Angeline		6/27/22

Figure 54: ODM Implementation Next Steps



The entire implementation process used by ODM is constantly evolving based on best practice information gained from our work with over 150 agencies. It has been refined, based not only on our internal best practices, but from the feedback of our agency partners as well.

9.7 Training

ODM offers extensive training, support, and software upgrades all at no cost to FPD or the Town. Our training is conducted by our highly skilled and experienced implementation team, and it is structured in two phases: deployment and ongoing support. We provide training via onsite, online seminar, and/or verbal communication. Training times are quick and efficient as the OfficerTRAK® software/app is simple and easy to navigate. ODM can either provide FPD's trainers with "Train the Trainer" training and course materials or ODM is also prepared to conduct all training over the term of the contract. Our program ensures training and customer support is available and delivered to all program participants. This includes FPD leadership, your officers, and your clients.

"Onboarding training went really well. ODM had meetings with all our officers. They set up meetings in the morning for day shift and in the evening for night shift and in a few sessions until we were completely comfortable with the system. The onboarding itself was pretty flawless from my standpoint."

– Chief Jared McKee
Plainfield PD, IN

Features of ODM's implementation training program include the following:

- Onsite and remote options
 - Portal Access training for administrators
 - Hard copy and online training guide options
 - Pre-Go Live or activation test period (typically one week) - Allows officers and administrators to be fully immersed in OfficerTRAK® and the app prior to execution of actual extra-duty job postings
 - Communication and training options available for all existing/long-term extra-duty employers
 - Self-guided extra-duty employer training via cloud-based vendor (client) portal
 - Access to live 24/7/365, bilingual support team

Training will be delivered during the program implementation phase and is included in our proposed implementation schedule. Our plan is to provide FPD with in-person training. We will coordinate our training around officer schedules to maximize the convenience of our implementation.

When we provide training, our trainers are also accompanied by ODM technical support personnel. Part of training is hands on, using OfficerTRAK® on the officers' phones. If an officer is having difficulty with their phone, our technical support personnel will troubleshoot the problem on the spot. It is recommended that all officers participate, although it is not mandatory. The types of training provided include:



9.7.1 Training for FPD Administration

We provide in-depth admin training within the OfficerTRAK® web portal and give the agency access to schedule internal overtime shifts, pull comprehensive reporting, and check status of officers. This training will allow for hands-on scenario use of the OfficerTRAK® platform with interactive instruction from the ODM team. Once the training is complete, we will provide hard copies and digital copies of our comprehensive training manuals.

- We coordinate with the agency to select optimal dates and times for this onsite training program and customize the type of training to meet the agency's needs.
- Agency administrators are provided with training guides (electronic and hard copy) prior to the training, and training is conducted in a classroom setting. ODM can also provide remote and follow-up training, as necessary.

9.7.2 Training for Officers

9.7.2.1 On Site Training

FPD can choose to have on-site training conducted during officer's pre-shift briefing, post-shift debriefing, in a come-and-go format, or another format as agreed upon by FPD and ODM. During this training, officers will have the ability to use OfficerTRAK® in a simulation mode to gain familiarity with the platform ahead of the go-live date. Also, as noted previously, during initial deployment, we will have multiple personnel onsite with FPD to facilitate setup, configuration of our systems, enrollment of local clients, training, and technical support to ensure a smooth deployment.

9.7.2.2 Optional Virtual Training

When additional training is needed, ODM can provide virtual training as an option if it is more convenient for FPD officers. During this virtual training, officers will have the ability to use OfficerTRAK® in a simulation mode to gain familiarity with the platform ahead of the go-live date.

9.7.2.3 Training Details

- Off Duty Management provides onsite OfficerTRAK® app training for officers 2-3 weeks prior to the official transition date for our services (Go-Live Date).
- ODM coordinates with the agency to select optimal dates and times for this onsite training program and customizes the type of training to meet agency needs, including stations, shift changes, etc. Our goal is to provide thorough training with minimal disruption to FPD daily operations.
- Prior to arriving onsite, we will provide officers with OfficerTRAK® Android and iPhone mobile App Training Guides.
- Test jobs are sent to the officers through the OfficerTRAK® app prior to our arrival for training, allowing officers to practice using the mobile app. Officers can practice using the app in our training, including selecting jobs and clocking in and out on those jobs. This allows the officers real-time experience on how OfficerTRAK® works prior to going live.



- When we arrive on-site, our team reviews each officer's registration to confirm we have accurate information in our system. We will then train each officer, or group of officers, on the complete functionality of OfficerTRAK® and answer any questions. During this last part of the process, we also explain the payroll schedule and insurance procedures so that each officer is aware of all that Off Duty Management offers. Officers will have access to 24/7/365 support via the OfficerTRAK® App Notification and *Contact Us* functionality.

9.7.3 Training for Clients (Extra-Duty Employers)

ODM ensures that FPD’s clients are trained in setup, job requests, and system access for reports. We also ensure these clients learn how to use our job estimating function, which many find to be a great value-added feature.

9.7.4 On-Going Training

- New officer training guides are available to the agency along with video or webinar training as needed
- 24/7/365 live bilingual support team
- Agency administrator training/retraining upon request
- Extra-duty employer cloud-based step-by-step guide available in online extra-duty employer portal

9.8 Alternate Service (On-Duty Administration)

ODM has current agency partners that are using our system internally for on-duty scheduling; therefore, ODM has the capability to provide this service upon request at no cost to the Town or agency.

10 Proposed Contract Terms and Conditions [K]

Off Duty Management (ODM) has read and understands all released RFP documents. We affirm that we take no exceptions to, and agree with, the requirements of the RFP including all proposed contract terms and conditions for month-to-month options.

11 Supporting Notes for Fairfield/FPD Evaluators

In finalizing our proposal to the Town of Fairfield and FPD, ODM would like to take a moment to comment on the reasons and considerations that ODM believes warrant the assignment of the maximum point score according to your evaluation criteria. Table 12, below, summaries your criteria, points available, and our comments.

Table 12: ODM Compliance with Proposal Evaluation Criteria

Criteria	Points	Rationale to Award the Maximum Points to ODM's Proposal and Offer
Credentials, experience, and expertise of the respondent and key personnel	25	ODM is the most experienced company in the industry when it comes to providing a complete, comprehensive system and solution with over 150 agency partners. ODM



Rationale to Award the Maximum Points to ODM's Proposal and Offer		
Criteria	Points	
		<p>is comprised of a leadership team and staff of seasoned law enforcement and private sector individuals who have a single, dedicated purpose – working with local, county, and state law enforcement agencies to administer their extra-duty programs. In total, ODM's knowledge and experience in administering extra-duty policing details are extensive, as the leadership team collectively has hundreds of years of extra-duty law enforcement experience. Our team members have worked extra-duty, commanded extra-duty agency programs, audited extra-duty agency programs, scheduled extra-duty officers, built the industry-leading, extra-duty service company in the nation, hired extra-duty officers, and managed risk for extra-duty companies. This extensive background, experience, and expertise provides ODM with an unmatched foundation to deliver the most comprehensive extra-duty administrative services program in the nation.</p> <p>Within our industry, ODM is the only provider that offers both an online/web-based portal and a true mobile app option for our agency partners. OfficerTRAK® is a comprehensive scheduling, workforce management, and billing system that is built on a secure cloud-based platform; handling everything from basic requests to the most complex. OfficerTRAK® was designed and developed to allow agency administrators, program administrators, clients (vendors), and officers access to a unified system. Our system exceeds the needs of all users with maximum flexibility, efficiency, and access to information. OfficerTRAK® is one of our significant differentiators and includes many first-in-the-industry innovations.</p>
<p>Past performance on Administrative Management Services, ability to provide complete administration of extra duty employment, including scheduling extra-duty details, payroll, invoicing, financing accounts payable, general liability insurance coverage and collecting payments.</p>	20	<p>ODM has over 150 agency partners and is the ONLY company in our industry to never lose an agency partner for service or performance issues or technology shortcomings. We are the ONLY company applying to this RFP that can make this statement which speaks volumes with regard to our past and current performance. Further, we have at least one governmental partner from each and every comprehensive services competitor and all major software solutions in the extra-duty industry that has chosen to transfer their extra-duty management to ODM.</p> <p>All of our references are other law enforcement agencies and utilize all of ODM's services and technology that we have proposed for FPD including complete administration of extra duty employment, including scheduling extra-duty details, payroll, invoicing, financing accounts payable, general liability insurance coverage and collecting</p>



Rationale to Award the Maximum Points to ODM's Proposal and Offer		
Criteria	Points	
		payments <u>plus</u> officer direct pay with annual 1099s and Workers' Compensation for all officers.
Respondent's financial health and stability – doubtful financial stability may preclude a respondent from being considered.	10	ODM has extremely strong financial standing, liquidity, and solvency along with outstanding banking relationships with two of the top banking institutions in the country: JP Morgan and Chase. From a liquidity perspective, our owners enjoy \$600,000 in working capital, \$100 million in cash flow/infusion, and \$31 million in additional assets. Further, ODM has extraordinarily strong Balance Sheets with zero outstanding third-party debt, no loans, no venture capital, and no outside partners. ODM has never missed a payment to an officer, agency, or municipality.
Respondent's proposed fee (% Mark-up and related costs)	35	<p>ODM's offer is a true, no cost solution for the Town, for FPD, and for FPDs' officers. ODM charges a simple and very cost-efficient percentage-based fee to your extra-duty clients of just 7.25% of the officer billing rate. The services provided are all-inclusive and there are no, and never will be, any hidden fees or additional charges for service level upgrades, system integrations, etc. Further, our system is also free for internal agency use to manage all overtime, special events, grants, or any governmental-funded activities.</p> <p>ODM has been thoroughly vetted and awarded contracts by the largest agencies utilizing a comprehensive third-party extra-duty services vendor, such as Massachusetts State PD, Mesa AZ PD, Fairfax County VA PD, and Maricopa County AZ SO. We provide the most knowledge and experience in working with major cities and counties bringing FPD an unrivaled level of expertise to manage your complex needs and large-scale special events.</p>
References regarding services of similar scope and requirements provided for other municipalities.	10	ODM can provide Fairfield/FPD dozens of references for you to contact during your evaluations; 10 of which can be found in Section 8. All references listed are with either counties or municipalities that have quantities of sworn officers ranging from 55 to 371.
Total Points Possible	100	



Built By Officers For Officers

**Master Services Agreement
Sourcewell Contract #051321-OFF, Public Safety Software**

This Master Services Agreement (“Agreement”) is entered into as of the Effective Date below and is between OFF DUTY MANAGEMENT, Inc., a Texas Corporation, with offices located at 1906 Avenue D, #200, Katy, Texas 77493 (“ODM” or “Contractor”) and the Town of Fairfield and having its principal offices at 725 Old Post Road, Fairfield, CT. 06824 Client” or “Agency”). ODM and Client are sometimes individually referred to herein as “Party” and collectively as the “Parties.”

“Effective Date”

If no date is specified, the Effective Date of this Agreement is the date of the last signature below.

“Recitals” In consideration of the reciprocal promises, covenants, and agreements contained in the Agreement, and for other good and valuable consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

1. Services

1.1 Sourcewell Cooperative Contract #051321-OFF, Public Safety Software

(A) The City of Tallahassee engages contractor to provide the following goods and/or services: Public Safety Software in accordance with the terms and conditions of the Sourcewell Cooperative Contract Number 051321-OFF, the attached Statement of Work (Exhibit A), and this Standard Contract. The City shall have all rights and remedies available to Sourcewell as set forth in Contract Number 051321-OFF.

1.2 Statements of Work and the Services.

(A) Except where expressly stated otherwise to the contrary, ODM shall perform, at its sole expense, the Services described in this Agreement, and any applicable Statements of Work (or schedules or other attached documents) that the Parties may execute from time to time during the term of this Agreement. As used in this Agreement, “Statement of Work” or “SOW” means a Statement of Work executed pursuant to this section 1.1, including all schedules, exhibits, and attachments thereto, as each may be amended from time to time and agreed to in writing by an authorized representative of the Parties. “Services” as used in this Agreement means, collectively, the services, deliverables, and functions to be provided by ODM under this Agreement. ODM shall provide the requisite staff, and resources necessary to provide Client with the services described in this Agreement, and any applicable Statement of Work. ODM shall provide Client with support services for the coordination, management, and provision of its personnel related to the Client’s extra-duty uniformed officer outside employment services. ODM shall provide Client with support and administrative services specific to Customer off duty outside employment requests and assignments that include, but are not limited to scheduling, billing, payroll, and reporting.

(B) Each Statement of Work shall include a description of the Statement of Work, schedules, rates, and other specifications and terms the Parties agree are applicable to such Statement of Work. Statements of Work shall, upon execution by authorized representatives of the Parties, be deemed incorporated into this Agreement.

(C) **Customer is defined as any person or entity requesting Client’s extra-duty officer outside employment services.**

Invoicing and Payment. Client acknowledges that ODM will charge Customers the officer's pay rate plus an administrative fee per assignment, and any applicable sales tax as specified in the applicable Statement of Work. ODM reserves the right to require Customers to either prepay or pay by credit card for the services requested, including any applicable administrative fee, and sales tax. Customer shall pay ODM's invoice(s) within thirty (30) days after the date that Customer receives such invoice(s). An overdue payment charge of 1.5% per month may be imposed by ODM on all past due, undisputed balances. Where state law mandates a lower late payment charge, the overdue payment charge shall be lowered to the highest rate that is legally permitted. If payment of such unpaid, past due, and undisputed amounts is not promptly received in accordance with the terms hereof, then ODM will have the option to terminate services at one or more of Customer's facilities following ODM's provision of at least two (2) days' notice to Customer.

- Credit Card Payments: For customers paying by credit or with debit card there will be an additional 3.0% bank fee assessed.
- Cancellation:
 1. Once an assignment has been approved and scheduled; Customer canceling or reducing an assignment shall pay the full ODM administrative fees for the first 24 hours of the original assignment.
 2. Customer canceling or reducing an assignment within 48 hours of the start of the assignment shall pay the greater of officer hours worked or the agency minimum hours plus ODM administrative fees for the first 24 hours of the original assignment.

2. Term and Termination

2.1 This Agreement is valid for a term of two years from the date of the most recent signature unless terminated in accordance with the terms of this Agreement. "Term" in this Agreement includes the aforementioned period in addition to any applicable renewal.

2.2 Renewals. With the mutual written consent of the Parties, the Term of this Agreement may be renewed up to a maximum of two (2), one (1) year periods. Any renewal under this subsection 2.2, will be a continuation of the same terms and conditions as set forth in this Agreement, and any applicable addendums. The Contractor has the ability to adjust the current administrative fee based on inflationary factors up to 2% in conjunction with renewal. The Agreement will be deemed to be renewed unless either Party provides notice of intent not to renew at least 30 days prior to the renewal date.

2.3 Termination.

- (A) Either party may terminate this Agreement for convenience and without cause, at any time, by giving the other party, thirty (30) days advance written notice designating the date of termination. Any notice required or permitted under this Agreement shall be sent in accordance with Section 8 of this Agreement.
- (B) Each party may terminate this Agreement if the other party materially breaches its obligations under this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice of such breach from the other party.
- (C) It is the intent of the Parties that, where allowed by law, they be placed in their respective positions immediately before their entry into this Agreement in the event of a termination or expiration of this Agreement.

2.4 Permits and Licenses. ODM shall, at ODM's expense, obtain and maintain all necessary permits, licenses, and government approvals needed to perform its obligations under this Agreement. To the extent possible and requested by ODM, the Client shall provide reasonable assistance in obtaining permits, licenses, and government approvals.

2.5 Business Name. ODM shall conduct business under its own name. ODM shall not use the Client's name, nor the name of Client's Affiliates, in providing the Services.

2.6 Contractor's Judgment. ODM shall determine the specific time and manner in which the Services are performed pursuant to this Agreement, and the resources that are used to perform such Services. Client shall have no authority to direct the day-to-day activities of ODM or any of ODM's employees, agents, or independent contractors (together with Contractor, the "**Staff**"). Client retains authority and responsibility for officers' behavior when working extra-duty for a private entity.

3. Relationship

3.1 Client and ODM agree that neither party has the authority to bind or make any commitment on behalf of the other, nor are any of either party's employees entitled to any employment rights or benefits of the other party.

3.2 Nothing herein shall be deemed or construed to create a joint venture, partnership, agency, or employer/employee relationship for any purpose.

3.3 Client is interested in the end results to be achieved by this Agreement, and ODM shall have full power and authority to select the means, manner, mode, and methods of performing the Services hereunder, subject to compliance with performance and quality control standards mutually agreed to.

4. ODM shall be solely responsible for paying the wages or other compensation of its Staff and all related withholding taxes, workers' compensation insurance, and other obligations pertaining to its Staff. **Confidential Information**

4.1 **Definition of Confidential Information.** Any information disclosed by either Client or ODM as a “**Disclosing Party**” to the other party as a “**Receiving Party**” or otherwise learned by the Receiving Party in connection with the performance of the Services hereunder, and marked as “Confidential”, or any information whose confidential nature is reasonably obvious from the content of the information and context of the disclosure (“Confidential Information”) shall be treated by Receiving Party as confidential information of the Disclosing Party. The Confidential Information includes, but is not limited to, personal, consumer, customer, Client, or employee information; business plans, marketing information, cost estimates, forecasts, bid and proposal data, or financial data; or formulae, products, processes, procedures, programs, inventions, systems, or designs of the Disclosing Party.

4.2 **Ownership and Use.** The Receiving Party acknowledges that all Confidential Information remains the property of Disclosing Party. Receiving Party agrees not to use any Confidential Information for any purpose except pursuant to this Agreement. The Receiving Party shall keep all Confidential Information in confidence and shall not disclose any Confidential Information to any third party. The Receiving Party shall not use any Confidential Information for any purpose other than pursuant to this Agreement. Such obligations do not apply to information which 1) is or hereafter becomes generally known, or 2) is hereafter furnished to the Receiving Party by a third party without restriction on disclosure, or 3) is subject to the Texas Public Information Act as provided by Texas Government Code 552.

4.3 **Protection.** ODM will implement and maintain safeguards for Confidential Information sufficient to (1) ensure the security and confidentiality of the Confidential Information, (2) protect against anticipated threats or hazards to the security or integrity of such Confidential Information, and (3) protect against unauthorized access to or use of such Confidential Information. ODM has established and will follow procedures for all employees with access to Confidential Information to protect the privacy of such information. At a minimum: (i) ODM shall not transmit Confidential Information across unsecured communication channels or wireless LANs, and shall ensure that all Confidential Information, whether in transmission or storage is secured against unauthorized access and/or distribution through encryption, authentication, and robust access, distribution and replication controls; (ii) ODM shall implement security assessment tools to monitor the system resources and security controls; (iii) ODM shall implement and maintain detection and intrusion response and recovery plans for monitoring potential unauthorized access to its systems, and shall maintain regularly updated anti-virus and spyware software on all computers (laptops, desktops, servers, etc.) connected to its network; (iv) ODM shall implement and maintain security alert mechanisms to generate alerts on attempted breaches and attacks that could compromise the integrity of Confidential Information.

4.4 **Security.** ODM will notify Client as soon as possible in the event it believes or has reason to believe, that either a loss of Confidential Information or security breach has occurred and will provide assistance in identifying appropriate information relating to the breach.

4.5 **Return.** Within five days following the earlier of (i) the request of the Disclosing Party, or (ii) the expiration or termination of this Agreement, Receiving Party shall return to the Disclosing Party or destroy all Confidential Information and all related documents and materials. Such Confidential Information must be destroyed by modifying, shredding, erasing, or otherwise making the information unreadable or undecipherable.

4.6 **Injunctive Relief.** The parties acknowledge that the Disclosing Party may not have an adequate remedy at law in the event of any breach or threatened breach of this Agreement pertaining to the Confidential Information and intellectual property and that the Disclosing Party or its customers or suppliers may suffer irreparable injury as a result. In the event of any such breach or threatened breach, the Receiving Party hereby consents to the granting of injunctive relief without the posting by the Disclosing Party of any bond or other security.

5. Trademarks and Intellectual Property

5.1 Neither party may use the other party's name, logo, trade or service marks, or similar indicia (each a “Trademark”) without the other party's prior written consent. Except as expressly stated herein, each party retains all rights, title, and interest in and to its intellectual property.

5.2 ODM is, and shall be, the sole and exclusive owner of all right, title, and interest in and to all intellectual property developed and/or deployed in the performance of the Services, including any methods, systems, plans, software (including the OfficerTRAK® software), tools, and equipment.

5.3 The performance of the Services may require Client to make use of ODM's technology, such as but not limited to OfficerTRAK® software, the use of which requires the acknowledgment and agreement to the terms and conditions thereof. Client acknowledges and agrees that failure to comply with the terms of use thereof constitutes a breach of Client's obligations hereunder.

6. Warranties

6.1 ODM warrants that all Services provided hereunder shall be performed in accordance with generally accepted standards for the industry to which such Services relate. If any Service or work product does not meet the warranties set forth above, ODM will do everything necessary, without charge, to bring the Services or work product, as applicable, into compliance with such warranties in a timely manner. Client acknowledges that the furnishing of the Services provided for herein by ODM does not guarantee protection against all contingencies.

6.2 ODM warrants that it will perform and provide the Services in compliance with all policies and procedures of Client as may be provided from time to time by Client, and all laws, rules, and regulations applicable to the Services and/or Contractor in its performance and delivery of the Services. Should those laws, rules, and regulations change after the execution of this Agreement, ODM may be entitled to an equitable adjustment to this Agreement.

7. Insurance

ODM, at its own cost and expense, will maintain the following minimum insurance throughout the term of this Agreement with an insurance carrier that is at least rated "A-" or "VII" by A.M. Best (or equivalent, if not rated by A.M. Best):

General Liability	\$2,000,000 Each Occurrence/\$3,000,000 Aggregate
Employer's Liability	\$1,000,000 per occurrence
Workers Compensation	Not provided- Town of Fairfield is responsible for extra jobs WCI

A combination of primary and excess/umbrella liability policies will be acceptable to meet the limits specifically required hereunder.

All certificates of insurance shall name Client as additional insured with respect to general liability coverage and shall require that Client be provided with at least thirty (30) days advance written notice of cancellation. General Liability insurance shall cover claims for bodily injury, death, personal injury, and property damage occurring during the performance of the Services. ODM shall provide certificates of insurance to Client prior to the Agreement Effective Date, and thereafter upon the renewal of all policies to be maintained hereunder.

8. General Provisions

8.1 Notices. Legal Notices under this Agreement shall be in writing. Notices may be served by certified mail, postage paid with return receipt requested; by private courier, prepaid; by facsimile, or other telecommunication devices capable of transmitting or creating a written record; or personally. Mailed notices shall be deemed delivered three (3) days after mailing, properly addressed. Couriers notices shall be deemed delivered on the date that the courier represents that delivery will occur. Telecommunicated notices shall be deemed delivered when receipt is either confirmed by confirming transmission equipment or acknowledged by the addressee or its office. Personal delivery shall be effective when accomplished. Unless a party changes its address by giving notice to the other party as provided herein, notices shall be delivered to the parties as follows:

If to ODM, to Principal Place of Business: 1906 Ave D, #200, Katy, Texas 77493; and

If to Client, to: **Town of Fairfield**

Attn:

8.2 Assignment and Delegation

(a) No Assignment or Delegation. Neither party may assign any of its rights or obligations under this Agreement, except with the prior written consent of the other Party. Any such assignment or delegation is prohibited under this subsection, except for a change of control, in which instance an assignment of rights and obligations is deemed to be approved.

- (b) Ramifications of Purported Assignment or Delegation. Without limiting any other remedy ODM may have against Client for such purported assignment, any purported assignment of rights or delegation of performance in violation of this section is void.
- (c) Successors and Assigns. This Agreement binds and benefits the parties and their respective permitted successors and assigns.
- 8.3 Governing Law/Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut without giving effect to principles of conflicts of law thereof. Further, the parties expressly consent to the exclusive jurisdiction and venue in the applicable Division of the United States District Court where the defendant Party is located or the Texas District Courts in the county in which the defendant Party is located, and if located in more than one county, in the county in which the principal offices of the defendant Party are located, and all applicable appellate courts. Accordingly, any action or proceeding brought by either party which is based on, or derives from, this Agreement will be brought to such courts.
- 8.4 Attorneys' Fees and Court Costs. If any suit or action arising out of or related to this Agreement is brought by any party, the prevailing party shall be entitled to apply to the courts for the recovery of any direct and reasonable costs and fees (including without limitation direct and reasonable attorney fees, the fees and costs of experts and consultants,) incurred by such party in such suit or action, including without limitation any post-trial or appellate proceeding.
- 8.5 Limitation of Liability. To the extent permitted by law, neither party will be liable to the other or any third party for lost profits, incidental, consequential, punitive, special, exemplary, or indirect damages of any kind, even if such party has been advised of such damages in advance or such damages were foreseeable.
- 8.6 Entire Agreement. This Agreement (including, without limitation, all applicable schedules and attachments referenced in and attached to this Agreement) constitutes the final, complete, and exclusive statement of the agreement between the parties with respect to the subject matter hereof and cannot be altered, amended or modified except in writing signed by an authorized representative of each party.
- 8.7 Headings. The section headings in this Agreement are included for convenience only; they do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.
- 8.8 Survival. The following provisions shall survive expiration or termination of the Agreement: Trademarks and Intellectual Property, Confidentiality, Warranties, Limitation of Liability, Insurance, and any other provisions that by their nature are intended to survive expiration or termination of this Agreement.
- 8.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which is deemed an original, but all of which together shall constitute one and the same instrument. Further, each party agrees to accept telefax signature pages as originals.
- 8.10 Severability. In the event that any provision contained in this Agreement is held to be unenforceable by a court of competent jurisdiction, the validity, legality, or enforceability of the remainder of this Agreement shall in no way be affected or impaired thereby.
- 8.11 Employment Contracts. Any responsibility and/or liability with regard to any employment contract between Client and any law enforcement personnel assigned to a Customer worksite shall be the exclusive responsibility and/or liability of Client and ODM shall not be a party to any such agreement. ODM will have neither responsibility nor liability in connection with or arising out of any such employment contract except to prepare checks and to pay any such employee who is a party to such a contract, in conformity with the information provided by Client. With respect to any employment contract between Client and any law enforcement personnel assigned to a Customer worksite, Client shall be acting solely on its own volition and responsibility with regard to all aspects of any such contract, including but not limited to its negotiation, compliance, implementation, renewal, enforcement, and termination.
- 8.12 Authority. This Agreement shall be valid and enforceable only upon signature by an authorized person with authority to execute this Agreement on behalf of ODM. Any individual signing this Agreement on behalf of Client represents, warrants, and guarantees that he or she has full authority to do so. Each party represents that it has the power and actual authority to enter into this Agreement and to be bound by the conditions and terms contained herein.
- 8.13 Waiver. No delay or omission by a party in exercising any right or remedy under this Agreement shall operate to impair such right or remedy or be construed as a waiver thereof.

8.14 Force Majeure. Neither party shall be liable to the other party in any manner whatsoever if it is unable to perform any of its obligations under this Agreement due to any cause beyond its reasonable control including but not limited to acts of God, war or national emergency, riots, civil commotion, terrorism, fire, explosion, flood, epidemic, acts of Government, highway authorities, telecommunications network operators or other competent authorities or interruption of, or inability in obtaining, supplies or services from third parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.

Off Duty Management, Inc:

By: _____

Printed Name: Sherry Rowley

Title: CEO

Date: _____

Agency: **Town of Fairfield**

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A FAIRFIELD POLICE DEPARTMENT STATEMENT OF WORK

Scope of Services

Date: May 24, 2022

Off Duty Management (ODM) will manage all external customer requests for the extra-duty officer outside employment services as of the Go Live date. ODM will manage the following for the agency:

- Scheduling
- Provide weekly reporting on actual officer hours worked
- Invoicing/Collections

Policies/Procedures

- ODM will comply with all applicable agency orders, rules, and policies.
- ODM will coordinate with the agency should there be any questions with a customer or assignment.
- Agency will modify existing extra-duty policies to incorporate ODM management and administration.

Rates and Fees

- ODM will Provide Fairfield PD weekly reports on actual hours worked by the officer and total weekly hours worked for the agency.
- ODM will pay the Town of Fairfield weekly for total extra-duty hours worked by officers from Fairfield PD at the established hourly rates listed in the chart below.
- One cumulative sum will then be distributed to the city weekly to process all officer pay and city administration fees accordingly.
- The Town of Fairfield will pay their officers internally every two weeks or according to current city payroll guidelines. The City will maintain the responsibility to calculate and pay officers according to internal payroll standards for extra-duty work at a rate of time and half their current officer salary

Extra-duty Rates

Type	Hourly Rate	Notes
Regular	78.00	
Traffic	78.00	
Supervisor	78.00	
Holiday*	78.00	
Emergency**	78.00	
Oher	\$50.00	Town agencies hiring an officer (Schools, DPW)

* The holiday rate will apply to the following days: New Year's Day, MLK Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.

Customer Fees

- Officer hourly pay rate plus 6.75% ODM admin fee per hour.
 - Vehicle hourly fee plus 6.75% ODM admin fee per hour.
- *Rates reflect a .5% reduction as a result of Sourcewell agreement (without Sourcewell 7.25%)*

Vehicle Fees

- Vehicle fee is \$25_per hour.
- Vehicle fees will be sent to the city finance department weekly via ACH.

Scheduling

Assignment Selection

- Assignments will be pushed out to officers via OfficerTRAK® to their mobile devices once received and approved.
- Officers will select and works shifts according to agencies current job distribution guidelines. Agency has the ability to utilize any OfficerTRAK. publishing options as desired or requested.

Min and max per shift work

- 4 hours minimum per request.
- Officers are limited to work a combined (agency/ extra-duty) total of 16 hours daily (Monitored by agency).

Minimum Job Notification

- N/A hours prior to shift start required for requests.

Agency Assignment

- Requests submitted through the agency website will default to that agency in OfficerTRAK®, regardless of location.
- The following agencies will serve as backups for the agency:
 - Easton Police Department
 - TBD

Insurance Coverages

- ODM will provide liability insurance. COI will be provided to the city.
- The Town of Fairfield will be responsible for all workers' compensation coverages and claims resulting from any extra-duty officer assignments requested and managed by ODM.

OfficerTRAK® Software

- Officers working for ODM will be required to use the OfficerTRAK® mobile app.
- Agency will be provided access to OfficerTRAK® to view ODM assignments requested through their agency.
- ODM will provide Agency no-cost access to OfficerTRAK® software to create and manage internal assignments only (limited to agency and city assignments). Internal assignments and ODM will be viewed by officers in the same app. ODM will maintain officer information for both databases.
- Agency will create a web page with a link to OfficerTRAK® for customers to request service online.

OfficerTRAK® Training

ODM will provide the following onsite implementation training:

- Administrators – Training guides and onsite training
- Officers – Training guides, practice jobs and onsite training
- Post implementation ongoing online support and training guides
- 24/7/365 resources

CONFIDENTIAL



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

Award Recommendation Resolution:

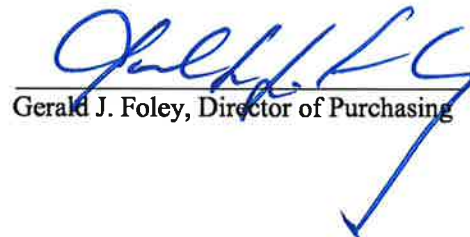
On Monday, 23 May, 2022 the Purchasing Authority recommended an award of bid number 2022-174 Request for Proposals for Design Services for New Artificial Turf Fields, Tennis courts, and Pickleball Courts to Landtech, Westport, CT for the amount of \$166,950.00 based on the firm's qualifications and experience.

Following is justification for the selection:

- Landtech has provided the Town with a competitive fee proposal for the Design Services for New Artificial Turf Fields, Tennis courts, and Pickleball Courts
- Landtech possesses a strong foundation and knowledge in engineering services and field design.
- Landtech has provided the Town with a vast list of similar services in which they have successfully performed.

The award of this contract may be subject to the review and approval of the Board of Selectman.


Brenda L. Kupchick, First Selectwoman


Gerald J. Foley, Director of Purchasing



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

RFP #2022-174


Design Services– New Artificial Turf Fields, Tennis Courts, and Pickleball Courts

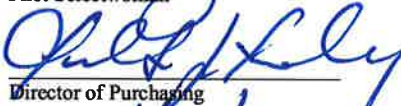
TOWN OF FAIRFIELD
PURCHASING AUTHORITY
725 OLD POST ROAD
INDEPENDENCE HALL
FAIRFIELD, CT 06824.

Date Submitted _____ 2022

SEALED BIDS are subject to the standard instructions set forth on the attached sheets. Any modifications must be specifically accepted by the Town of Fairfield, Purchasing Authority.

Bidder:



First Selectwoman


Director of Purchasing
04/27/2022

Date

Sealed proposals will be received by the Purchasing Authority at the office of the Director of Purchasing, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut 06824, up to:

2:00 pm, Tuesday, 17th May, 2022

To provide design services for new Turf Athletic Fields, Tennis Courts, and Pickleball Courts as detailed in the attached specifications.

NOTES:

1. Proposers are to complete all requested data in the upper right corner of this page and must return this page and the Proposal page with their bid.
2. No proposals shall be accepted from, or contracts awarded to, any person/company/affiliate or entity under common control who is in arrears to the Town of Fairfield upon debt, or contract or who has been within the prior five (5) years, a defaulter as surety or otherwise upon obligations to the Town of Fairfield, and shall be determined by the Town.
3. Bid proposals are to be submitted in a sealed envelope and clearly marked "RFP #2022-174" on the outside of the envelope, including all outer packaging, such as, DHL, FedEx, UPS, etc.
4. It is the sole responsibility of the proposer to see that their submission is received by the Fairfield Purchasing Department prior to the time and date noted above. Bid proposals are not to be submitted via email or fax.
5. Bid proposals are not to be submitted with plastic binders or covers, nor may the bid proposal contain any plastic inserts or pages.

REQUESTS FOR PROPOSALS

The Town of Fairfield (Town) on behalf of its Parks and Recreation Department is seeking competitive proposals from qualified Architects and Engineers to provide Design Services for the following projects as listed:

1. Roger Ludlowe Middle School Turf Conversion with lights, 689 Unquowa Road, Fairfield, CT.
2. South Pine Creek/Sullivan Field Turf Conversion with lights, Old Dam Road, Fairfield, CT.
3. Timothy Dwight Elementary School Tennis Court Rebuild, 1600 Redding Road, Fairfield, CT.
4. Fairfield Woods Middle School Tennis Court Rebuild, 1115 Fairfield Woods Road, Fairfield, CT.
5. Tunxis Hill Park Pickleball Court Rebuild, 225 Melville Avenue, Fairfield, CT.

Addenda / Requests for Information (RFI)

Addenda concerning important information and/or modifications to specifications will be posted on the Fairfield Purchasing Department website at <https://fairfieldct.org/bids>

- It is each Bidder's sole responsibility to monitor the above website for all updated information.
- Addenda will not be mailed, e-mailed or faxed out.
- Written requests for information will not be accepted after **11:00am on Monday, 9 May, 2022.**
- Verbal requests for information via phone or other means will not be accepted.
- Failure to comply with these conditions will result in the bidder waiving the right to dispute bid specifications and conditions, no exceptions.

Questions concerning this bid must be submitted in writing and directed only to:
Corinne M. Dyer, Senior Buyer
Cdyer@fairfieldct.org

Response will be in the form of an addendum that will be posted approximately 10 May, 2022 to the Town of Fairfield website, which is www.fairfieldct.org. It is the responsibility of each bidder to retrieve addenda from the website. Any contact about this bid between a Bidder and any other Town official and/or department manager and/or Town of Fairfield employee, other than as set forth above, may be grounds for disqualification of that Bidder. No questions or clarifications shall be answered by phone, in person or in any other manner than specified above.

Enclosures

1. Aerial Images of the sites

General Notes:

- A. The Town of Fairfield reserves the right to award the proposal:
 - to more than one proposer, based on meeting the item(s) specification, cost, availability, or any combination of these criteria;
 - to a single proposer who meets the specifications for all items, and offers the best combination of lowest cost, best availability, and broadest product range;
 - and may add, subtract or delete any item and/or quantity as deemed in the best interest of the Town.
- B. The Proposer must not discriminate, nor permit discrimination, against any person on the grounds of race, color, national origin, religion, sex, handicap, or veteran status, in their employment practices, in any of their contractual arrangements, in all service and accommodations they offer to the public, and in any of their other business operations.
- C. The successful Proposer **MUST** secure all required permits (local, state, federal) prior to commencing work.
- D. The awarded Proposer will have access to the sites immediately upon award of contract and all work must be completed in a timely manner. Time is of the essence. All work time must be coordinated with the Town's Parks and Recreation.
- E. Award of these services, either partial or in its entirety, is contingent upon funding approval by the applicable boards of the Town of Fairfield, including state and federal agencies.

- F. **Upon Award, all bidding documents shall constitute a legal contract including but not limited to the following; RFP Invitation, Addendum, Award Resolution, Town Purchase Order, and AIA Contract or equivalent when applicable.**

Overview / Scope of Work

The Town of Fairfield (“Owner”, “Town”) is seeking architectural / engineering design services for new Turf Field Conversions, Tennis Court Rebuilds, and Pickleball Court Rebuild, as well as, perform construction administration services during the constructions processes of all of the projects.

Projects

Site #1.) Roger Ludlowe Middle School Turf Conversion with lights, 689 Unquowa Road, Fairfield, CT.

Athletic Field Turf Conversion: The existing grass field is in need of replacement. This field will be replaced with an artificial Turf Field, to include lining for various sports. The site design shall include electrical engineering plans for new stadium lighting, as well as a new scoreboard design. Project details shall include new bleachers, goal posts, fencing, gates, and shall account for proper drainage and site work.

Project Design considerations:

- The project includes the removal and disposal of the existing grass fields.
- All new installation of artificial turf and crumb rubber to be installed, including new permanent game striping and a new 10-year warranty.
- Identify material and equipment lay down areas clearly marked and protected.
- Subbase material to be inspected and checked for levelness, drainage qualities, pitch, and entire field prepped for new turf.
- New turf field to be at least 50-ounce weight, new crumb rubber to be green
- Provide new maintenance equipment for maintaining the turf field
- Protection of existing conditions on the site is very important during construction and shall be noted in the bidding documents and design.
- Schedule shall identify that work must be completed for the **Spring of 2023 Season** in time for athletic events at the high school
- Field game markings to include Football, Men’s Soccer, Women’s Soccer, Men’s Lacrosse, Women’s Lacrosse, Field Hockey markings, as well as an overlay for girls’ softball/little league field layout.
- Design for installation of a new score board for turf field area.
- Provide design to add two new goal posts with appropriate wind flags.
- Provide design to replace all fencing and gates around field area.
- Include new bleachers in design.
- Synthetic turf field at completion of the project shall require a Performance test and G-Max test provided to owner 10-year pre-paid insured warranty and a 10-year manufacturer’s warranty on turf system.

Site #2.) South Pine Creek/Sullivan Field Turf Conversion with lights, Old Dam Road, Fairfield, CT.

Athletic Field Turf Conversion: The existing grass field is in need of replacement. This field will be replaced with an artificial Turf Field, to include lining for various sports. The site design shall include electrical engineering plans for new stadium lighting, as well as a new scoreboard design. Project details shall include new goal posts, bleachers, fencing, gates, and shall account for proper drainage and site work.

Project Design considerations:

- The project includes the removal and disposal of the existing grass fields.
- All new installation of artificial turf and crumb rubber to be installed, including new permanent game striping and a new 10-year warranty.
- Identify material and equipment lay down areas clearly marked and protected.

- Subbase material to be inspected and checked for levelness, drainage qualities, pitch, and entire field prepped for new turf.
- New turf field to be at least 50-ounce weight, new crumb rubber to be green
- Provide new maintenance equipment for maintaining the turf field
- Protection of existing conditions on the site is very important during construction and shall be noted in the bidding documents and design.
- Schedule shall identify that work must be completed for the **Fall of 2023 Season** in time for athletic events at the high school
- Field game markings to include Football, Men's Soccer, Women's Soccer, Men's Lacrosse, Women's Lacrosse, Field Hockey markings, as well as an overlay for girls' softball/little league field layout.
- Design for installation of a new score boards for turf field area.
- Provide design to replace two (2) old goal posts with two (2) new goal posts, as well as add two (2) additional goal posts with appropriate wind flags.
- Provide design to replace all fencing and gates around field area.
- Include new bleachers in design.
- Synthetic turf field at completion of the project shall require a Performance test and G-Max test provided to owner 10-year pre-paid insured warranty and a 10-year manufacturer's warranty on turf system.

Site #3.) Timothy Dwight Elementary School Tennis Court Rebuild, 1600 Redding Road, Fairfield, CT.

Tennis Courts: The Dwight Tennis Courts consist of four (4) playing courts and were last reconstructed in 2005. These courts shall be rebuilt post-tension concrete, design shall include all proper painting and surface coating of the surface for play. Additionally, the design shall include the replacement of the perimeter fencing and new court nets.

Project considerations:

- Remove existing wire fencing around existing tennis courts while protecting the main posts which are to remain and be reused in place.
- Remove existing tennis courts in their entirety by use of in-place pulverizing/reclaiming of the surface material and reuse as new base.
- Install new post tension concrete tennis courts using all necessary steps.
- Provide proper grading, drainage, pitch, and general conditions across the whole tennis court area
- Provide new court nets.
- Install new heavy gauge wire fencing (color black) around new tennis courts with proper anchoring rails at the top, middle, and bottom of the total height.
- Protection of existing conditions on the site is very important during construction.
- Schedule shall identify that work must be completed for the **Fall of 2022 Season** in time for athletic events at the high school.
- New tennis court markings (acrylic court surface) shall be as specified by engineer of record and Parks and Recreation Director.
- Provide maintenance requirements and maintenance costs as well as life cycle aspects of both types of courts.

Site #4.) Fairfield Woods Middle School Tennis Court Rebuild, 1115 Fairfield Woods Road, Fairfield, CT.

Tennis Courts: The Fairfield Woods Tennis Courts consist of five (5) playing courts and were last reconstructed in 2019. These courts shall be rebuilt post-tension concrete, design shall include all proper painting and surface coating of the surface for play. Additionally, the design shall include the replacement of the perimeter fencing and new court nets.

Project considerations:

- Remove existing wire fencing around existing tennis courts while protecting the main posts which are to remain and be reused in place.

- Remove existing tennis courts in their entirety by use of in-place pulverizing/reclaiming of the surface material and reuse as new base.
- Install new post tension concrete tennis courts using all necessary steps.
- Provide proper grading, drainage, pitch, and general conditions across the whole tennis court area
- Provide new court nets.
- Install new heavy gauge wire fencing (color black) around new tennis courts with proper anchoring rails at the top, middle, and bottom of the total height.
- Protection of existing conditions on the site is very important during construction.
- Schedule shall identify that work must be completed for the **Fall of 2023 Season** in time for athletic events at the high school.
- New tennis court markings (acrylic court surface) shall be as specified by engineer of record and Parks and Recreation Director.
- Provide maintenance requirements and maintenance costs as well as life cycle aspects of both types of courts.

Site #5.) Tunxis Hill Park Pickleball Court Rebuild, 225 Melville Avenue, Fairfield, CT.

Pickleball Court: The Pickleball Courts located at Tunxis Hill Park were last reconstructed in the Spring of 2012. The Town is requesting new design services to rebuild these courts with new bituminous paving with proper expansion joints, new painting and surface coating of the surface for play. Additionally, the design shall include the replacement of the of the perimeter fencing and new court nets.

The Town is also requesting a separate price for post-tension concrete replacement as an Add Alternate. Pricing shall be listed on the pricing proposal form.

This project includes the demolition and removal of existing bituminous material, new installation of bituminous paving with proper expansion joints, new line painting and surface coating, new chain link fencing and new nets.

- Remove existing wire fencing around existing courts.
- Remove existing courts in their entirety by use of in-place pulverizing/reclaiming of the surface material.
- Install new bituminous pickleball courts using all necessary steps.
- Install expansion joints between courts.
- Provide proper grading, drainage, pitch, and general conditions across the whole court area.
- Provide new court nets.
- Install new heavy gauge wire fencing (color black) around new courts with proper anchoring rails at the top, middle, and bottom of the total height.
- Protection of existing conditions on the site is very important during construction.
- Schedule shall identify that work must be completed for the **Fall of 2022 Season** in time for athletic events at the high school.
- New pickleball court markings (acrylic court surface) shall be as specified by Engineer of record and Parks and Recreation Director.
- Provide maintenance requirements and maintenance costs as well as life cycle aspects of both types of courts.
- Provide cost comparison to install post-tensioning concrete construction verses bituminous construction.
- The Town is also requesting a separate price for post-tension concrete replacement as an Add Alternate. Pricing shall be listed on the pricing proposal form.

SUBMISSIONS

This section of the RFP establishes certain standards of experience and financial capabilities that the Town for a Respondent to be deemed qualified. Proposals that do not meet the prescribed standards will be considered by the Town to be non-responsive. The Town, at its sole discretion, will decide if a Respondent meets the standards. Each Respondent must answer the questions honestly and completely; the following section describes the submission requirements:

- A. Provide an executive summary – maximum three (3) pages, single spaced – that includes the full name, tax identification number and main office address of the primary Respondent. Include annual reports, 10k, balance sheets and any other information detailing the financial stability and organizational ability of the Respondent.
- B. Provide the business history of the primary Respondent. Include any changes in the Respondent’s status as the result of merger, acquisition, spin-off, reorganization or other change in business organizational status. Identify when the Respondent was organized and, if a corporation, where incorporated and number of years engaged in providing full service contract operations under that name. Provide a comprehensive description of Respondent’s corporate ownership and/or operating name.
- C. State whether any selectman or other officer, employee, or person who is payable in whole or in part from the Town currently has any direct or indirect personal interest in the Respondent. If so, describe the circumstances.
- D. State whether the Respondent or any of its employees or officers has been named as a defendant in any litigation brought as a result of any contract operations for operations and maintenance. If so, name the owner and describe the circumstances, including the outcome of the litigation.
- E. State whether the Respondent has ever been terminated, fired, or replaced on a project other than those contracts that have been terminated due to completion. If so, name the owner and describe the circumstances.
- F. Include resumes and project lists of the key personnel who are proposed to work on this project.
- G. Identify any subcontractors, if any, who will perform work on this project. The Town retains the right to reject any and all proposed subcontractors. This provision applies through the term of the contract.
- H. State your relevant prior experience, including a list of all clients served during the past five years, complete with names, addresses and telephone numbers of contact persons for each. Provide the client name, contact, address, and phone number of at least one municipal project that Respondent has designed, if available.
- I. Provide examples of work produced for similar projects completed within the past five years. Respondents shall include drawings, as well as completed project photographs.
- J. Describe how your company plans to meet the project scope and services. The plan should explain the technical approach, methodology, specific tasks and activities that will be performed by your company to address the specific project tasks, as well as proposed product manufacturers to meet the artificial turf specifications.
- K. Respondents shall include detailed proposed schedules for each projects, including Design, Bidding, and estimated Construction schedules to complete the five (5) projects.
- L. Interested firms must submit data regarding maintenance of project schedules and budgets for prior clients. Describe specific cost-saving measures, and their magnitude, implemented on past projects and how project schedules were improved or expedited to the Owner’s benefit.
- M. Where applicable, provide a list of mechanical, electrical, plumbing, site and/or structural engineers that you intend to use on each phase of the design.
- N. Fee Proposal: Respondents shall complete the attached Fee Proposal Form, as well as provide estimated hours, hourly rates per discipline / function.

STAGE 1: Design

- a. This phase shall include up to three (3) proposed designs for each site for review and selection by the Workgroup.
- b. Develop the design of the preferred option selected.
- c. Provide a cost estimate for each Site.
- d. Provide complete set of Construction Documents (CAD file and PDF version) for approval by the Town.

STAGE 2: Bidding Assistance

- a. Conduct a pre-bid walk thru/ briefing session with potential bidders.
- b. Prepare addenda and respond to bidders' questions or requests for clarification.
- c. Assist with the evaluation and recommendation of a General Bidder.

STAGE 3: Construction Administration

- a. Attend preconstruction meeting with General Contractor.
- b. Review and comment on all product submittals and shop drawings.
- c. Create and maintain submittal, RFI and change order logs.
- d. Cooperate with all Owner paid-for testing, commissioning, reporting, etc.
- e. Assist with LEED documentation, if applicable.
- f. Review requests for additional costs and make recommendations to the Town.
- g. Review all Contractor Applications for Payment and recommend approval.
- h. Attend weekly/regular progress meetings with the Contractor, Workgroup; document and distribute minutes of the meeting; review progress of construction; notify contractor of any non-compliant and unacceptable installations; assist with the resolution of conflicts, unforeseen conditions, etc.
- i. Prepare regular Field Reports/ Observations for the Building Department.
- j. Coordinate and perform Punch List walk-thrus and issue Punch Lists.
- k. Prepare and issue Certificate of Substantial Completion and assist with obtaining Certificate of Occupancy.

PROPOSAL EVALUATION

For the purpose of evaluation, the following criteria will be utilized to score each Proposer’s Submission:

Rating Scores: 5.0 – Excellent 4.0 – Good 3.0 – Satisfactory 2.0 – Marginal 1.0 – Unsatisfactory

Category	Description	Score	Weight	Total Points
Experience, Qualifications, Project Management	Company history, qualifications of staff, project management experience, and references		X 6	
Design Concept	Completed Projects and Designs		X 6	
Project Schedule	Detailed timeline for each site, including construction		X 4	
Pricing	Fee Proposals		X 4	
Total				

All qualified Proposals will be reviewed and evaluated by the Town’s selection committee. It will be the responsibility of said committee to initially read, review and evaluate each Proposal. The selection committee may “short list” those Proposals that are most feasible for further consideration. Proposers may be asked to make a Pre-award Presentation of plan to the Town of Fairfield.

FEE PROPOSAL FORM

PROPOSAL TO: Town of Fairfield, Purchasing Department
First Floor, Sullivan Independence Hall
725 Old Post Road, Fairfield, Connecticut 06824

I, _____ have received the following contract documents,

1. BID Document #2022-174,
2. Posted addenda (if any) numbered _____ thru _____, posted at <https://fairfieldct.org/bids>

and have included their provisions in my Proposal. I shall provide all labor, materials, equipment, technical service, insurances, warranties, applicable taxes and licenses, etc, to supply and deliver materials as specified:

1. **Site #1.** Roger Ludlowe Middle School Turf Conversion with lights, 689 Unquowa Road, Fairfield, CT.

Stage 1- Design: (\$ _____) / Not-to-Exceed Fee
Stage 2- Bidding Assistance: (\$ _____) / Not-to-Exceed Fee
Stage 3- Construction Administration: (\$ _____) / Not-to-Exceed Fee
Perform All Design Services as detailed (\$ _____) / Not-to-Exceed Fee

2. **Site #2.** South Pine Creek/Sullivan Field Turf Conversion with lights, Old Dam Road, Fairfield, CT.

Stage 1- Design: (\$ _____) / Not-to-Exceed Fee
Stage 2- Bidding Assistance: (\$ _____) / Not-to-Exceed Fee
Stage 3- Construction Administration: (\$ _____) / Not-to-Exceed Fee
Perform All Design Services as detailed (\$ _____) / Not-to-Exceed Fee

3. **Site #3.** Timothy Dwight Elementary School Tennis Court Rebuild, 1600 Redding Road, Fairfield, CT.

Stage 1- Design: (\$ _____) / Not-to-Exceed Fee
Stage 2- Bidding Assistance: (\$ _____) / Not-to-Exceed Fee
Stage 3- Construction Administration: (\$ _____) / Not-to-Exceed Fee
Perform All Design Services as detailed (\$ _____) / Not-to-Exceed Fee

4. **Site #4.** Fairfield Woods Middle School Tennis Court Rebuild, 1115 Fairfield Woods Road, Fairfield, CT.

Stage 1- Design: (\$ _____) / Not-to-Exceed Fee
Stage 2- Bidding Assistance: (\$ _____) / Not-to-Exceed Fee
Stage 3- Construction Administration: (\$ _____) / Not-to-Exceed Fee
Perform All Design Services as detailed (\$ _____) / Not-to-Exceed Fee

-Continued next page-

5. **Site #5.** Tunxis Hill Park Pickleball Court Rebuild, 225 Melville Avenue, Fairfield, CT.

Stage 1- Design: (\$ _____) / Not-to-Exceed Fee

Stage 2- Bidding Assistance: (\$ _____) / Not-to-Exceed Fee

Stage 3- Construction Administration: (\$ _____) / Not-to-Exceed Fee

Perform All Design Services as detailed (\$ _____) / Not-to-Exceed Fee

Add Alternate: Post-Tension Concrete Design meeting all other requirements listed (\$ _____) (Add to Item 5-Stage #1. Design)

Total Not-to-Exceed Fee for All five Items Listed Above _____ Dollars
(Written Amount)

Work shall be completed _____ days after receipt of written notice to proceed / purchase order.

All pricing shall include the cost of labor, materials, equipment, tools, mobilization, plant, delivery, permits (where not waived by the Town), licenses, overhead and profit, taxes (except from which Owner is exempt) and insurances.

A complete itemized schedule of values shall be required to be provided by the Proposer, prior to award of contract.

The Town has the right to add or remove items and/or quantities from this bid. Unbalanced bids will not be accepted. The Town of Fairfield reserves the right to award the bid with multiple items:

- a) To more than one bidder, based on meeting the item(s) specification, cost, availability, or any combination of these criteria;
- b) To a single bidder who meets the specifications for all items, and offers the best combination of lowest cost, best availability, and broadest product range;
- c) May add, subtract or delete any item and/or quantity as deemed in the best interest of the Town.
- d) All pricing shall include the cost of labor, materials, equipment, tools, mobilization, incidentals, delivery, (where not waived by the Town), licenses, overhead and profit, taxes (except from which the Town is exempt) and insurances.

CHECKLIST

The following must be submitted with proposal:

- Cover page, completed and signed.
- Addenda acknowledged per Item 2 on Bid Proposal Form, or
- Signed and submitted with modified pricing if requested.
- List of references where projects performed of comparable size and scope within the past three years.
- Schedule of values.
- List of all sub-contractors identifying each trade, hourly rates, and Tax ID number.

The Bidder hereby certifies that any and all defects, errors, inconsistencies or omissions of which he/she is aware, either directly or by notification from any sub-bidder or material supplier found in the Contract Documents are listed herewith in this Bid Form.

Name and Title of Authorized Representative (Printed)

Signature

Date

**PURCHASING AUTHORITY
TOWN OF FAIRFIELD
INSTRUCTIONS FOR BIDDERS
TERMS AND CONDITIONS OF BID**

PROPOSALS

Bid proposals are to be submitted in a sealed envelope and clearly marked on the outside “RFP #2022-174” including all outer packaging such as DHL, FedEx, UPS, etc. All prices and notations must be printed in ink or typewritten. No erasures are permitted. Bid proposals are to be in the office of the Purchasing Authority, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut, prior to date and time specified, at which time they will be publicly opened.

RIGHT TO ACCEPT / REJECT

AFTER REVIEW OF ALL FACTORS, TERMS AND CONDITIONS, INCLUDING PRICE, THE PURCHASING AUTHORITY OF THE TOWN OF FAIRFIELD RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, OR ANY PART THEREOF, OR WAIVE DEFECTS IN SAME, OR ACCEPT ANY PROPOSAL DEEMED TO BE IN THE BEST INTEREST OF THE TOWN OF FAIRFIELD.

QUESTIONS

Questions concerning conditions, bidding guidelines and specifications should only be directed in writing to:

Ms. Corinne M. Dyer, Senior Buyer: CDyer@fairfieldct.org

Inquiries must reference date of bid opening, requisition or contract number, and must be received no later than as indicated in the bid documents prior to date of bid opening. Failure to comply with these conditions will result in the bidder waiving the right to dispute the bid specifications and conditions.

PRICES

Prices quoted must be firm, for acceptance by the Town of Fairfield, for a period of ninety (90) days. Prices shall include all applicable duties. Bidders shall be required to deliver awarded items at prices quoted in their original bid.

F.O.B. DESTINATION

Prices quoted shall be Net – Delivered to destination. Bids quoting other than F.O.B. Destination may be rejected.

PERMITS

The contractor will be responsible for securing all necessary permits, state and local, as required by the Town of Fairfield. The Town will waive its application and permit fees for Town of Fairfield projects.

PAYMENT PROCEDURES

No voucher, claim or charge against the Town shall be paid without the approval of the Fiscal Officer for correctness and legality. Appropriate checks shall be drawn by the Fiscal Officer for approved claims or charges and they shall be valid without countersignature unless the Board of Selectmen otherwise prescribed.

PAYMENT PERIOD

The Town of Fairfield shall put forth its best effort to make payment within thirty days (30) after delivery of the item acceptance of the work, or receipt of a properly completed invoice, whichever is later. Payment period shall be net thirty days (30) unless otherwise specified. For projects that do not require a performance or bid bond, The Town of Fairfield reserves the right to retain five percent (5%) of total bid amount, which is payable ninety (90) days after final payment or acceptance of the work.

THE CONTRACTOR

The Contractor for the work described shall be thoroughly familiar with the requirements of all specifications, and the actual physical conditions of various job sites. The submission of a proposal shall be construed as evidence that the Contractor has examined the actual job conditions, requirements, and specifications. Any claim for labor, equipment, or materials required, or difficulties encountered which could have been foreseen had such an examination been carefully made will not be recognized.

ASSIGNMENT OF CONTRACT

No contract may be assigned or transferred without the consent of the Purchasing Authority.

AWARD OF BIDS

Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications, except as otherwise specified in the invitation. If more than one item is specified in the invitation, the Town of Fairfield reserves the right to determine the low bidder on an individual basis or on the basis of all items included in the Invitation for Bids, unless otherwise expressed by the Town. Additionally, the Town reserves the right to consider other factors in an award, such as the Town’s prior experience with a vendor for services previously provided.

PERFORMANCE AND LABOR AND MATERIAL BOND

The successful bidder, within seven (7) business days after notification of award, will be required to furnish Performance and Labor and Material Bond provided by a company authorized to issue such bonds in the State of Connecticut, or Certified Check or properly executed Irrevocable Letter of Credit equal to a hundred per cent (100%) of the award.

In the event that the Contractor where required to provide evidence of insurance and a performance bond does not do so before beginning work, the Town of Fairfield reserves the right to withhold payment from such supplier until the evidence of insurance and performance bond has been received by the Town.

All payment and performance bonds shall be written by a surety company or companies licensed to issue bonds in the State of Connecticut, and shall have at least an A-VIII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if approved surety bonds cannot be provided the contract shall be terminated.

A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website: https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm

BOND REQUIREMENT – NON-RESIDENT CONTRACTORS

1. Non-resident contractors are required to deposit with the Department of Revenue Services a sum equivalent to 5% of the total contract value, as assurance that personal property taxes and/or any other State taxes assessed and due the State during the contract will be paid.
2. If this surety is not deposited with the State, the Town is required to deduct and submit to the State 5% of the total contract value.

GUARANTEE

Equipment, materials and/or work executed shall be guaranteed for a minimum period of one (1) year against defective material and workmanship. The cost of all labor, materials, shipping charges and other expenses in conjunction with the replacement of defective equipment, and/or unsatisfactory work, shall be borne by the Contractor.

CATALOGUE REFERENCE

Unless expressly stated otherwise, any and all reference to commercial types, sales, trade names and catalogues are intended to be descriptive only and not restrictive; the intent is to indicate the kind and quality of the articles that will be acceptable. Bids on other equivalent makes, or with reference to other catalogue items will be considered. The bidder is to clearly state exactly what will be furnished. Where possible and feasible, submit an illustration, descriptive material, and/or product sample.

INSURANCE

The Contractor shall not commence any work under the Contract until all insurance required by this section has been obtained and Certificates of Insurance and any other evidence of required coverage requested by the Town, including a copy of the policy itself, have been received and approved by the Town.

Such policies shall stipulate that no coverage can be changed or canceled, including for non-payment of premium, unless the Town has had thirty (30) days prior notice in writing. Certificates of renewals or changes in policies shall be delivered to the Owner at least thirty (30) days prior to the expiration of the policy.

The Town always reserves the right to reject insurance companies, if approved insurance policies cannot be provided the contract shall be terminated.

The insurance requirements set forth below are minimum limits of coverage only and in no way limit the Contractor's liability.

The following insurance is required to be maintained in full force until all work required by the contract has been fully completed, except that Products/Completed Operations coverage shall be maintained for five (5) years. Insurance will be primary and non/contributory with a 30-day notice of cancellation in favor of the Town of Fairfield. Insurance carriers will be no less than A-rated and admitted carrier or subject to review by Town of Fairfield.

Worker's Compensation Insurance: The Contractor shall carry Worker's Compensation and Employer's Liability Insurance in the form and in such amounts as may be currently required to comply with the Labor Laws of the State of Connecticut.

Automobile Insurance: The Contractor shall carry and maintain during the life of the Contract a policy with a combined single limit of \$1,000,000 and rider CA9948 or equivalent.

This policy shall include all liability of the Contractor arising from the operation of all self-owned motor vehicles used in the performance of the Contract; and shall also include a "non-Ownership" provision covering the operation of motor vehicles not owned by the Contractor, but used in the performance of the work.

Commercial General Liability:

- Bodily Injury and Property Damage \$1,000,000 each occurrence / \$2,000,000 aggregate
- Products/Completed Operations \$1,000,000 each occurrence / \$2,000,000 aggregate

This policy shall include Subcontractor's Liability coverage, protecting the Contractor and the Town against liability arising out of the activities of Subcontractors engaged by him in the performance of the work.

Umbrella/Excess Policy: An umbrella policy in the amount of \$5,000,000, with respect to all operations the Contractor performs, is required.

Waiver of Subrogation: Waiver of subrogation is required on all policies.

Additional Insureds: The Town of Fairfield, Fairfield Board of Education, its officers, officials, employees, agents, Boards, and Commissions shall be named as Additional Insureds on the General Contractor's and Subcontractors' Commercial General Liability, (for ongoing and completed operations), Automobile, and Umbrella. The coverage shall be primary and non-contributory and contain no special limitations on the scope of protection afforded to the Town of Fairfield. A waiver of subrogation applies under general liability, auto liability and workers compensation.

The coverage shall be primary and non-contributory and contain no special limitations on the scope of protection afforded to the Town of Fairfield. A waiver of subrogation applies under general liability, auto liability and workers compensation.

Subcontractor's Insurance: Each Subcontractor engaged by the Contractor to perform any work under the Contract shall obtain all insurance required of the Contractor in the same amounts and subject to the same provisions specified above for the Contractor, including the Additional Insured requirement. Certificates of Insurance shall be submitted to the Contractor and the Town and approved by the Town, before commencing any work.

HOLD HARMLESS

Contractor shall defend, indemnify, and hold harmless the Town of Fairfield, its officers, employees, agents or volunteers, from and against any and all claims and demands of any nature for any loss, damage or injury which any person may suffer by reason of, or in any way arising out of, this Agreement, unless caused by the sole negligence of the Town.

OSHA

The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with Federal and State of Connecticut OSHA standards. The successful bidder will agree to indemnify and hold harmless the Town of Fairfield for any and all damages that may be assessed against the Town.

LIFE CYCLE COSTING

Where applicable, Life Cycle Costing will be used as a criterion for awarding bids. This is a method of calculating total cost of ownership of an item over the life of the product, which may include operation and maintenance expenses, transportation, salvage value, and/or disposal costs.

FEDERAL, STATE, AND LOCAL LAWS

All applicable Federal, State and local laws, 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. If the total amount of the project, including any current or future change orders, exceeds \$100,000.00 all work is to be done in accordance with Connecticut Department of Labor (CT-DOL) rules and regulations. More information may be obtained from: www.ctdol.state.ct.us

The Davis-Bacon and Related Acts, shall apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. More information may be obtained from: <https://www.dol.gov/whd/govcontracts/dbra.htm>

NOTE: The Town shall apply the most current wage decision applicable at the time of contract award.

CONFLICT OF INTEREST

No officer or employee or member of any elective or appointive board, commission or committee of the Town, whether temporary or permanent, shall have or acquire any financial interest gained from a successful bid, direct or indirect, aggregating more than one hundred dollars (\$100.00), in any project, matter, contract or business within his/her jurisdiction or the jurisdiction of the board, commission, or committee of which he/she is a member. Nor shall the officer / employee / member have any financial interest, direct or indirect, aggregating more than one hundred dollars (\$100.00) in any contract or proposed contract for materials or services to be furnished or used in connection with any project, matter or thing which comes under his/her jurisdiction or the jurisdiction of the board, commission, committee of which he/she is a member.

NON-WAIVER CLAUSE

The failure by the Town to require performance of any provision of this bid shall not affect the Town's right to require performance at any time thereafter, nor shall a waiver of any breach or default of a contract award constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

ATTORNEY FEES

In the event of litigation relating to the subject matter of this bid document or any resulting contract award, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

SCOPE OF WORK/SITE INSPECTIONS

The bidder declares that the scope of the work has been thoroughly reviewed and any questions resolved (see above for name and number of individual to contact for questions). If applicable, the bidder further declares that the site has been inspected as called for in the specifications (q.v.).

EXCEPTION TO SPECIFICATIONS

No protest regarding the validity or appropriateness of the specifications or of the Invitation for Bids will be considered, unless the protest is filed in writing with the Purchasing Authority prior to the closing date for the bids. All bid proposals rendered shall be considered meeting the attached specifications unless exceptions are noted on a separate page dated and signed by the bidder.

UNLESS OTHERWISE NOTED

It will be assumed that all terms and conditions and specifications will be complied with and will be considered as part of the Bid Proposal.

REFERENCES

Provide reference details of most recent similar scope projects performed.

REFERENCE #1:

Name of Company _____ Phone _____
Contact Person _____ Cell _____
Company Address _____ Email _____
Project, Location, & Date Completed _____

REFERENCE #2:

Name of Company _____ Phone _____
Contact Person _____ Cell _____
Company Address _____ Email _____
Project, Location, & Date Completed _____

REFERENCE #3:

Name of Company _____ Phone _____
Contact Person _____ Cell _____
Company Address _____ Email _____
Project, Location, & Date Completed _____

REFERENCE #4:

Name of Company _____ Phone _____
Contact Person _____ Cell _____
Company Address _____ Email _____
Project, Location, & Date Completed _____

REFERENCE #5:

Name of Company _____ Phone _____
Contact Person _____ Cell _____
Company Address _____ Email _____
Project, Location, & Date Completed _____

SUBCONTRACTORS

Provide subcontractor details if any are to be employed as part of this contract, including labor rates:

SUBCONTRACTOR #1:

Name of Company _____ Fed ID # _____
 Contact Person _____ Title _____
 Company Address _____ Phone _____
 Trade _____ Email _____

Rates: Supervisor \$ _____/hr Foreman \$ _____/hr Journeyman \$ _____/hr Apprentice \$ _____/hr

SUBCONTRACTOR #2:

Name of Company _____ Fed ID # _____
 Contact Person _____ Title _____
 Company Address _____ Phone _____
 Trade _____ Email _____

Rates: Supervisor \$ _____/hr Foreman \$ _____/hr Journeyman \$ _____/hr Apprentice \$ _____/hr

SUBCONTRACTOR #3:

Name of Company _____ Fed ID # _____
 Contact Person _____ Title _____
 Company Address _____ Phone _____
 Trade _____ Email _____

Rates: Supervisor \$ _____/hr Foreman \$ _____/hr Journeyman \$ _____/hr Apprentice \$ _____/hr

SUBCONTRACTOR #4:

Name of Company _____ Fed ID # _____
 Contact Person _____ Title _____
 Company Address _____ Phone _____
 Trade _____ Email _____

Rates: Supervisor \$ _____/hr Foreman \$ _____/hr Journeyman \$ _____/hr Apprentice \$ _____/hr

NOTE: All sub-Contractors are subject to approval by the Town of Fairfield and are required to provide Fed ID #.

		RLMS Turf	SPC/Sullivan Turf	Dwight Tennis	FWMS Tennis	Tunxis Pickleball
LAN Associates	Design	\$ 147,000.00	\$ 135,000.00	\$ 63,000.00	\$ 54,000.00	\$ 48,000.00
	Bidding Assistance	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
	Construction Admin	\$ 22,050.00	\$ 20,250.00	\$ 9,450.00	\$ 8,100.00	\$ 7,200.00
	All	\$ 174,050.00	\$ 160,250.00	\$ 74,950.00	\$ 64,600.00	\$ 57,700.00

Post Tension Add Alt \$ 50,000.00

Total All Sites \$ 531,550.00

		RLMS Turf	SPC/Sullivan Turf	Dwight Tennis	FWMS Tennis	Tunxis Pickleball
Benesch	Design	\$ 59,000.00	\$ 57,000.00	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00
	Bidding Assistance	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
	Construction Admin	\$ 21,000.00	\$ 21,000.00	\$ 13,000.00	\$ 13,000.00	\$ 13,000.00
	All	\$ 82,000.00	\$ 80,000.00	\$ 39,000.00	\$ 39,000.00	\$ 39,000.00

Post Tension Add Alt \$ -

Total All Sites \$ 279,000.00

		RLMS Turf	SPC/Sullivan Turf	Dwight Tennis	FWMS Tennis	Tunxis Pickleball
SLR	Design	\$ 65,000.00	\$ 60,900.00	\$ 36,500.00	\$ 28,300.00	\$ 28,700.00
	Bidding Assistance	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
	Construction Admin	\$ 23,500.00	\$ 23,500.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
	All	\$ 91,500.00	\$ 87,400.00	\$ 49,500.00	\$ 41,300.00	\$ 41,700.00

*Typo in submission

Post Tension Add Alt \$ 4,500.00

Total All Sites \$ 311,400.00

		RLMS Turf	SPC/Sullivan Turf	Dwight Tennis	FWMS Tennis	Tunxis Pickleball
LKB	Design	\$ 83,640.00	\$ 83,640.00	\$ 49,450.00	\$ 49,450.00	\$ 43,150.00
	Bidding Assistance	\$ 18,038.00	\$ 18,038.00	\$ 10,750.00	\$ 10,750.00	\$ 10,050.00
	Construction Admin	\$ 49,588.00	\$ 49,588.00	\$ 23,044.00	\$ 23,044.00	\$ 22,744.00
	All	\$ 151,266.00	\$ 151,266.00	\$ 83,244.00	\$ 83,244.00	\$ 75,944.00

Post Tension Add Alt \$ 7,000.00

Total All Sites \$ 544,964.00

		RLMS Turf	SPC/Sullivan Turf	Dwight Tennis	FWMS Tennis	Tunxis Pickleball
LANDTECH	Design	\$ 59,225.00	\$ 60,725.00	\$ 5,000.00	\$ 4,000.00	\$ 5,000.00
	Bidding Assistance	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
	Construction Admin	\$ 12,500.00	\$ 5,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
	All	\$ 73,225.00	\$ 67,725.00	\$ 9,000.00	\$ 8,000.00	\$ 9,000.00

Post Tension Add Alt \$ -

Total All Sites \$ 166,950.00

		RLMS Turf	SPC/Sullivan Turf	Dwight Tennis	FWMS Tennis	Tunxis Pickleball
Tighe & Bond	Design	\$ 91,000.00	\$ 87,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00
	Bidding Assistance	\$ 12,000.00	\$ 12,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
	Construction Admin	\$ 39,000.00	\$ 39,000.00	\$ 27,000.00	\$ 27,000.00	\$ 27,000.00
	All	\$ 142,000.00	\$ 138,000.00	\$ 97,000.00	\$ 97,000.00	\$ 97,000.00
					Post Tension Add Alt	\$ -
					Total All Sites	\$ 571,000.00

		RLMS Turf	SPC/Sullivan Turf	Dwight Tennis	FWMS Tennis	Tunxis Pickleball
CARDINAL	Design	\$ 95,800.00	\$ 52,400.00	\$ 21,000.00	\$ 21,400.00	\$ 15,500.00
	Bidding Assistance	\$ 6,000.00	\$ 5,000.00	\$ 1,500.00	\$ 1,200.00	\$ 1,000.00
	Construction Admin	\$ 18,000.00	\$ 11,000.00	\$ 4,300.00	\$ 4,000.00	\$ 3,000.00
	All	\$ 119,800.00	\$ 68,400.00	\$ 26,800.00	\$ 26,600.00	\$ 19,500.00
					Post Tension Add Alt	\$ -
					Total All Sites	\$ 261,100.00

		RLMS Turf	SPC/Sullivan Turf	Dwight Tennis	FWMS Tennis	Tunxis Pickleball
CHA	Design	\$ 77,500.00	\$ 77,800.00	\$ 72,500.00	\$ 72,500.00	\$ 72,000.00
	Bidding Assistance	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
	Construction Admin	\$ 19,500.00	\$ 19,500.00	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00
	All	\$ 99,500.00	\$ 99,800.00	\$ 91,000.00	\$ 91,000.00	\$ 90,500.00
					Post Tension Add Alt	\$ 5,800.00
					Total All Sites	\$ 471,800.00

		RLMS Turf	SPC/Sullivan Turf	Dwight Tennis	FWMS Tennis	Tunxis Pickleball
LAN Associates	Design	\$ 147,000.00	\$ 135,000.00	\$ 63,000.00	\$ 54,000.00	\$ 48,000.00
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	Construction Admin	\$ 19,500.00	\$ 19,500.00	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00
	All	\$ 99,500.00	\$ 99,800.00	\$ 91,000.00	\$ 91,000.00	\$ 90,500.00
					Post Tension Add Alt	\$ 5,800.00
					Total All Sites	\$ 471,800.00

May 17, 2022

Mr. Gerald Foley, Director
Purchasing Authority, Town Hall
725 Old Post Road
Fairfield, CT 06824

**Subject: Town of Fairfield – Request for Proposal - #2022-174
Design Services for the Proposed Synthetic Turf Fields, Tennis Courts, and Pickleball Courts**

Dear Mr. Foley:

Thank you for the opportunity to submit our proposal for Site/Civil Engineering Design Services for the at five selected sites throughout the Town of Fairfield.

Our proposal includes a list of some of our projects similar to that being proposed by the Town of Fairfield for the Proposed Synthetic Turf Fields, Tennis Courts, and Pickleball Courts, the LandTech team and references for the people who oversaw those projects we were responsible for. You will see from our proposal package in the 43 years of projects undertaken by LANDTECH a number of them have been athletic facilities. During that time, we have worked closely with the municipalities, their Parks and Recreation Departments, Boards of Educations and even the volunteer “Booster” Clubs who in many cases participate in the financing of the projects. LandTech often attends fundraising events to present plans and answer donor questions. Beyond the engineering services I think we can also be helpful in navigating through Fairfield’s land use agency and their approval process.

We are very appreciative of this opportunity. A number of our staff are current or former athletes and enjoy projects like this one. This is the type of project and role LANDTECH excels at and has excelled at for many years as part of similar projects throughout Connecticut. We look forward to working with the Town of Fairfield and the residents involved in this project. If you have any question or require any additional information, please contact me on 203-454-2110 or by email at promano@landtechconsult.com.

Very truly yours

LANDTECH



Pete Romano, Principal

Enclosures



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

RFP #2022-174

Design Services– New Artificial Turf Fields, Tennis Courts, and Pickleball Courts

TOWN OF FAIRFIELD
PURCHASING AUTHORITY
725 OLD POST ROAD
INDEPENDENCE HALL
FAIRFIELD, CT 06824.

Date Submitted 5/17 2022

SEALED BIDS are subject to the standard instructions set forth on the attached sheets. Any modifications must be specifically accepted by the Town of Fairfield, Purchasing Authority.

Bidder:

LANDTECH

Doing Business As (Trade Name)

518 Riverside Avenue

Address

Westport, CT 06680

Town, State, Zip

Peter Romano - Principal

(Mr/Ms) Name and Title, Printed


Signature

203.454.2110

Telephone Fax

promano@landtechconsult.com

E-mail


First Selectwoman


Director of Purchasing

04/27/2022
Date

Sealed proposals will be received by the Purchasing Authority at the office of the Director of Purchasing, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut 06824, up to:

2:00 pm, Tuesday, 17th May, 2022

To provide design services for new Turf Athletic Fields, Tennis Courts, and Pickleball Courts as detailed in the attached specifications.

NOTES:

1. Proposers are to complete all requested data in the upper right corner of this page and must return this page and the Proposal page with their bid.
2. No proposals shall be accepted from, or contracts awarded to, any person/company/affiliate or entity under common control who is in arrears to the Town of Fairfield upon debt, or contract or who has been within the prior five (5) years, a defaulter as surety or otherwise upon obligations to the Town of Fairfield, and shall be determined by the Town.
3. Bid proposals are to be submitted in a sealed envelope and clearly marked "RFP #2022-174" on the outside of the envelope, including all outer packaging, such as, DHL, FedEx, UPS, etc.
4. It is the sole responsibility of the proposer to see that their submission is received by the Fairfield Purchasing Department prior to the time and date noted above. Bid proposals are not to be submitted via email or fax.
5. Bid proposals are not to be submitted with plastic binders or covers, nor may the bid proposal contain any plastic inserts or pages.

FEE PROPOSAL FORM

PROPOSAL TO: Town of Fairfield, Purchasing Department
First Floor, Sullivan Independence Hall
725 Old Post Road, Fairfield, Connecticut 06824

I, Peter Romano - Prinicpal - LANDTECH have received the following contract documents,

- 1. BID Document #2022-174,
- 2. Posted addenda (if any) numbered 1 thru 1, posted at <https://fairfieldct.org/bids>

and have included their provisions in my Proposal. I shall provide all labor, materials, equipment, technical service, insurances, warranties, applicable taxes and licenses, etc, to supply and deliver materials as specified:

1. **Site #1.** Roger Ludlowe Middle School Turf Conversion with lights, 689 Unquowa Road, Fairfield, CT.

- Stage 1- Design: (\$ 59,225.00) / Not-to-Exceed Fee
- Stage 2- Bidding Assistance: (\$ 1,500.00) / Not-to-Exceed Fee
- Stage 3- Construction Administration: (\$ 12,500.00) / Not-to-Exceed Fee
- Perform All Design Services as detailed (\$ 73,225.00 (325 hours)) / Not-to-Exceed Fee

2. **Site #2.** South Pine Creek/Sullivan Field Turf Conversion with lights, Old Dam Road, Fairfield, CT.

- Stage 1- Design: (\$ 60,725.00) / Not-to-Exceed Fee
- Stage 2- Bidding Assistance: (\$ 1,500.00) / Not-to-Exceed Fee
- Stage 3- Construction Administration: (\$ 5,500.00) / Not-to-Exceed Fee
- Perform All Design Services as detailed (\$ 74,725.00 (325 hours)) / Not-to-Exceed Fee

3. **Site #3.** Timothy Dwight Elementary School Tennis Court Rebuild, 1600 Redding Road, Fairfield, CT.

- Stage 1- Design: (\$ 5,000.00) / Not-to-Exceed Fee
- Stage 2- Bidding Assistance: (\$ 1,500.00) / Not-to-Exceed Fee
- Stage 3- Construction Administration: (\$ 2,500.00) / Not-to-Exceed Fee
- Perform All Design Services as detailed (\$ 9,000.00 (40 hours)) / Not-to-Exceed Fee

4. **Site #4.** Fairfield Woods Middle School Tennis Court Rebuild, 1115 Fairfield Woods Road, Fairfield, CT.

- Stage 1- Design: (\$ 4,000.00) / Not-to-Exceed Fee
- Stage 2- Bidding Assistance: (\$ 1,500.00) / Not-to-Exceed Fee
- Stage 3- Construction Administration: (\$ 2,500.00) / Not-to-Exceed Fee
- Perform All Design Services as detailed (\$ 8,000.00 (40 hours)) / Not-to-Exceed Fee

-Continued next page-

5. **Site #5.** Tunxis Hill Park Pickleball Court Rebuild, 225 Melville Avenue, Fairfield, CT.

- Stage 1- Design: (\$ 5,000.00) / Not-to-Exceed Fee
- Stage 2- Bidding Assistance: (\$ 1,500.00) / Not-to-Exceed Fee
- Stage 3- Construction Administration: (\$ 2,500.00) / Not-to-Exceed Fee
- Perform All Design Services as detailed (\$ 9,000.00 (40 hours)) / Not-to-Exceed Fee

Add Alternate: Post-Tension Concrete Design meeting all other requirements listed (\$ 0.00) (Add to Item 5-Stage #1. Design)

Total Not-to-Exceed Fee for All five Items Listed Above One hundred and seventy three thousand nine hundred and fifty dollars and zero cents Dollars
(Written Amount)

Work shall be completed 120 days after receipt of written notice to proceed / purchase order.

All pricing shall include the cost of labor, materials, equipment, tools, mobilization, plant, delivery, permits (where not waived by the Town), licenses, overhead and profit, taxes (except from which Owner is exempt) and insurances.

A complete itemized schedule of values shall be required to be provided by the Proposer, prior to award of contract.

The Town has the right to add or remove items and/or quantities from this bid. Unbalanced bids will not be accepted.

The Town of Fairfield reserves the right to award the bid with multiple items:

- a) To more than one bidder, based on meeting the item(s) specification, cost, availability, or any combination of these criteria;
- b) To a single bidder who meets the specifications for all items, and offers the best combination of lowest cost, best availability, and broadest product range;
- c) May add, subtract or delete any item and/or quantity as deemed in the best interest of the Town.
- d) All pricing shall include the cost of labor, materials, equipment, tools, mobilization, incidentals, delivery, (where not waived by the Town), licenses, overhead and profit, taxes (except from which the Town is exempt) and insurances.

CHECKLIST

The following must be submitted with proposal:

- Cover page, completed and signed.
- Addenda acknowledged per Item 2 on Bid Proposal Form, or
- Signed and submitted with modified pricing if requested.
- List of references where projects performed of comparable size and scope within the past three years.
- Schedule of values.
- List of all sub-contractors identifying each trade, hourly rates, and Tax ID number.

The Bidder hereby certifies that any and all defects, errors, inconsistencies or omissions of which he/she is aware, either directly or by notification from any sub-bidder or material supplier found in the Contract Documents are listed herewith in this Bid Form.

Peter Romano - Prinicpal - LANDTECH

Name and Title of Authorized Representative (Printed)



Signature

5/17/2022

Date

REFERENCES

Provide reference details of most recent similar scope projects performed.

REFERENCE #1:

Name of Company City of Norwalk - Department of Public Works Phone 203.854.7791
 Contact Person Anthony Carr - Chief Cell _____
 Company Address 125 East Avenue - Norwalk, CT Email acarr@norwalkct.gov
 Project, Location, & Date Completed _____
West Rocks Middle School Fields - Norwalk, CT - Completion Date: May 2021

REFERENCE #2:

Name of Company Fairfield University Phone 203.254.4000 ext 4254
 Contact Person David Frassinelli Cell _____
 Company Address 1073 North Benson Road, Fairfield, CT Email dfrassinelli@fairfield.edu
 Project, Location, & Date Completed _____
Fairfield University NCAA Soccer Field - Completion Date: May 2018

REFERENCE #3:

Name of Company Country Club of Fairfield Phone 203.254.2967
 Contact Person James Vose Cell 203.981.3050
 Company Address 936 Sasco Hill Road, Fairfield, CT 06824 Email jvose@pemipartners.com
 Project, Location, & Date Completed _____
Design and Construction Management of New Paddle Tennis Court Facility - Completion Date: Ongoing

REFERENCE #4:

Name of Company Town of Brookfield - Parks and Recreation Phone 203.775.7311
 Contact Person Mary Knox Cell _____
 Company Address P.O. Box 5106 - Brookfield, CT 06804 Email mknox@brookfieldct.gov
 Project, Location, & Date Completed _____
Engineering Services for Brookfield High School Playing Fields - Completion Date: Ongoing

REFERENCE #5:

Name of Company Town of Westport Phone 203-341-1260
 Contact Person Mr. Martin Lisvek, Director of Athletics - Staples High School Cell _____
 Company Address 70 North Avenue, Westport, CT Email milsevick@westport.k12.ct.us
 Project, Location, & Date Completed _____
Staples High School Baseball Complex - Completion Date: 2018

SUBCONTRACTORS

Provide subcontractor details if any are to be employed as part of this contract, including labor rates:

SUBCONTRACTOR #1:

Name of Company Cuoco Structural Engineers, LLC Fed ID # 01-0559811
 Contact Person Nic Cuoco, Prinpical Title Principal
 Company Address 60 Katona Drive, Suite 12, Fairfield, CT 06824 Phone 203-362-1902 - Ext. 104
 Trade Structural Engineers, LLC Email nic@csellc.com
 Rates: Supervisor \$ 205.00 /hr Foreman \$ 195.00 /hr Journeyman \$ 150.00 /hr Apprentice \$ 95.00 /hr

SUBCONTRACTOR #2:

Name of Company Chase Consulting Services, LLC. Fed ID # _____
 Contact Person Paul Chase Title Principal
 Company Address 158 Timber Trail, Milford, CT 06460 Phone 203.909.1229
 Trade Electrical Engineer Email pchaseccs53@gmail.com
 Rates: Supervisor \$ 185.00 /hr Foreman \$ 165.00 /hr Journeyman \$ 125.00 /hr Apprentice \$ 85.00 /hr

SUBCONTRACTOR #3:

Name of Company Musco Sports Lighting, LLC Fed ID # _____
 Contact Person Mike Mahoney Title Representative
 Company Address www.musco.com Phone 860-453-4325
 Trade Lighting Consultant Email mike.mahoney@musco.com
 Rates: Supervisor \$ 150.00 /hr Foreman \$ N/A /hr Journeyman \$ N/A /hr Apprentice \$ N/A /hr

SUBCONTRACTOR #4:

Name of Company _____ Fed ID # _____
 Contact Person _____ Title _____
 Company Address _____ Phone _____
 Trade _____ Email _____
 Rates: Supervisor \$ _____ /hr Foreman \$ _____ /hr Journeyman \$ _____ /hr Apprentice \$ _____ /hr

NOTE: All sub-Contractors are subject to approval by the Town of Fairfield and are required to provide Fed ID #.

PROPOSAL

Design Services for Proposed New Artificial Turf Fields, Tennis Courts, and Pickleball Courts
Town of Fairfield, Connecticut Purchasing Department

Request for Proposal #2022-174

Submission Date: May 17th, 2022

Contact: Peter T. Romano

Phone: (203) 454-2110

Email: promano@LANDTECHconsult.com



PROPOSAL

The Town of Fairfield is seeking engineering design and construction management services for the development of two artificial turf fields, two tennis courts, and one pickle ball court. LANDTECH has thoroughly reviewed each site that is part of the scope of this RFP to determine existing site conditions and geographical setting.

LANDTECH proposes to provide engineering design services as described in Town of Fairfield's Request for Proposal #2022-174. As part of this RFP, the following sites were visited in support of LANDTECH's submittal for the Town's consideration:

Site #1.) Roger Ludlowe Middle School Turf Conversion with lights, 689 Unquowa Road, Fairfield, CT.

Site #2.) South Pine Creek/Sullivan Field Turf Conversion with lights, Old Dam Road, Fairfield, CT.

Site #3.) Timothy Dwight Elementary School Tennis Court Rebuild, 1600 Redding Road, Fairfield, CT.

Site #4.) Fairfield Woods Middle School Tennis Court Rebuild, 1115 Fairfield Woods Road, Fairfield, CT.

Site #5.) Tunxis Hill Park Pickleball Court Rebuild, 225 Melville Avenue, Fairfield, CT.

EXECUTIVE SUMMARY

MULTI-DISCIPLINARY FIRM

LANDTECH is a multi-disciplinary firm consisting of Civil Engineers, Site Planners, Surveyors and Environmental Scientists and Analysts. Established in 1979, with offices in Westport Connecticut, LANDTECH is dedicated to blending innovative engineering and environmental design and conscientious development while respecting the needs of our clients and the communities we work within.

EXCELLENCE AND CUSTOMER SERVICE

Over its 43-year history, LANDTECH has established a reputation throughout Connecticut and New York as one of the leading Environmental and Engineering firms with a wide experience in the design, development, and the administration of the projects we are involved with.

Our clients include state and federal governmental agencies, local municipalities, commercial, industrial and residential developers and the single-family homeowners. The diversity of disciplines within our firm allows us to provide our clients with a comprehensive approach to their projects.

CONCEPT TO COMPLETION

LANDTECH has the capabilities to be the lead site consultant on our projects or we can provide support as an integral member of any project design team. Completed and ongoing projects, with experience related to the Fairfield turf field and tennis court design projects include the recently completed West Rocks Middle School sports fields, Staples High School Football and Baseball fields, Wakeman Town Farm Athletic Facility, Fairfield University NCAA Soccer Field, and Greens Farm Academy Softball field. The firm's personnel have experience in hundreds of academic projects.

FIRM STRUCTURE

LANDTECH is a 43-year-old firm established in 1979 and is a Connecticut "S" Corporation.

Office contact information:

LANDTECH
518 Riverside Avenue
Westport, CT 06880
203-454-2110
www.LANDTECHconsult.com

Employer Identification Number (EIN) – 06-1001034

The project executive will be Andy Soumelidis, P.E., Partner

FIRM OWNERSHIP

LANDTECH is owned and managed by Pete Romano, Principal

PERSONNEL

LANDTECH maintains a staff of 22 people: five licensed Professional Engineers; Surveyors, Landscape Architecture, Professional Wetland and Soil Scientists, Certified Professional in Erosion and Sediment Control, AutoCAD technicians; and administrative staff to support technical personnel.

PROJECT HISTORY

LANDTECH does not have any direct or indirect personal interest with any selectman or other officer, employee, or person who is payable in whole or in part from the Town. None of LANDTECH's employees or officers has ever been named as a defendant in any litigation brought as a result of any contract operations for operations and maintenance. LANDTECH has never been terminated, fired, or replaced on a project other than those contracts that were terminated due to successful completion.

INSURANCE

LANDTECH maintains a Professional Liability policy in the amount of \$1,000,000.00 with the capacity for additional coverage, Commercial Liability Insurance and Workers Compensation. LANDTECH is fully insured and will continue to be insured during the project duration. Certificates of Insurance are available upon request

FIRM LICENSE

The firm is certified by the Connecticut Department of Consumer Protection as a licensed Corporate Practice of Engineering; four staff members are licensed Professional Engineers, a licensed Landscape Architect and two licensed Professional Wetland and Soil Scientists in Connecticut.

AFFIRMATIVE ACTION

LANDTECH has an affirmative action policy on file which has been accepted by the State of Connecticut. LANDTECH has no current or past contract breaches, civil or criminal litigation or investigations.

FEE SCHEDULE

Principal	\$ 225/hour
Director of Engineering/Environmental	\$ 200/hour
Project Manager/Senior Environmental Analyst	\$ 175/hour
Survey Crew	\$ 250/hour
Assistant Project Manager/Senior Project Engineer	\$ 150/hour
Staff Engineer/Environmental Analyst	\$ 125/hour
AutoCAD Drafting/GIS/Engineering Tech.	\$ 125/hour
Permit Coordinator	\$ 100/hour
Office Staff	\$ 75/hour

SCOPE OF SERVICES

LANDTECH will provide the scope of services cited within the RFP for engineering design services for two (2) turf field athletic fields, two (2) post tension concrete tennis courts, and one (1) pickle ball court. LANDTECH will prepare proposed layouts for the turf athletic fields, drainage alternatives, and will assist the Town of Fairfield in selecting the best option. After a preferred design alternative is approved by the Town, LANDTECH will proceed with the final design development plans for all of the project sites. LANDTECH will work with the Town's purchasing department in the final preparation of the design drawings and bid documents in anticipation of posting the project for public bidding. As required, LANDTECH will be available to attend meetings with Town representatives to discuss all aspects of the project and to attend pre-bid and construction meetings. The design development phase will consist of the following:

Survey: LANDTECH shall update any existing topographic survey from plans prepared by the Town of Fairfield or their subcontractor for each of the proposed turf field sites. LANDTECH does not believe that full survey will be required for the three (3) sites where tennis courts are scheduled to be replaced since the new courts will be constructed over the existing footprint of the old courts. When requested Construction Survey and Post Construction Survey Services shall be provided at an hourly rate.

Design Development Plans: LANDTECH will prepare Site Improvement Plan for the existing athletic fields at Roger Ludlow Middle School and Sullivan Field at a scale of 1" = 40' based on updated survey maps. It is understood that the site improvements plans are not to be considered as construction plans, but will be prepared for submission to and reviewed by the Town of Fairfield governing land-use agencies.

Grading Plans: LANDTECH will utilize the updated topographic maps to prepare site grading plans associated with the proposed conversion of the existing grass field athletic fields to turf field which will include existing and proposed contours at 1-foot intervals and intermediate spot elevations as required. Prior to preparation of the final site grading plans, the LANDTECH shall submit a schematic to the Client for review and comment.

Sediment and Erosion Control Plans: For the construction of the turf fields, LANDTECH will prepare a sedimentation and erosion control plan which will include all pertinent details and notes and an outline of the proposed sequence of construction as required by and in accordance with the normal standards of the 2002 Connecticut Guidelines for Erosion and Sediment Control.

Drainage Plans: LANDTECH will prepare drainage plans in conjunction with the turf field conservation project for both Roger Ludlow Middle School and Sullivan Field. Soil testing and test pits will be completed to determine the quality and porosity of the soils within the limits of the fields and the immediate area effecting the fields.

Local Permitting: LANDTECH will assist the Town of Fairfield in the preparation and in the process to secure all of the required local land use permits prior to the construction phase of the project. It is anticipated that the conversion of the existing grass fields to turf at Roger Ludlow Middle School and Sullivan Field will require both Conservation Commission and Planning and Zoning Commission approval prior to bidding and construction. The replacement of the existing tennis courts will be able to be approved administratively by both the Conservation Department and Planning and Zoning Department

Construction Documents: Based on the approved plans, LANDTECH will prepare Construction Plans and Specifications for the site improvements. LANDTECH shall assist in the solicitation of potential contractors to perform the site improvements, respond to RFIs, and evaluate the submitted bids to facilitate the selection process.

Bidding Assistance: For each of the projects, LANDTECH will provide assistance to answer technical questions, review bidder qualifications and assist in the bid selection process.

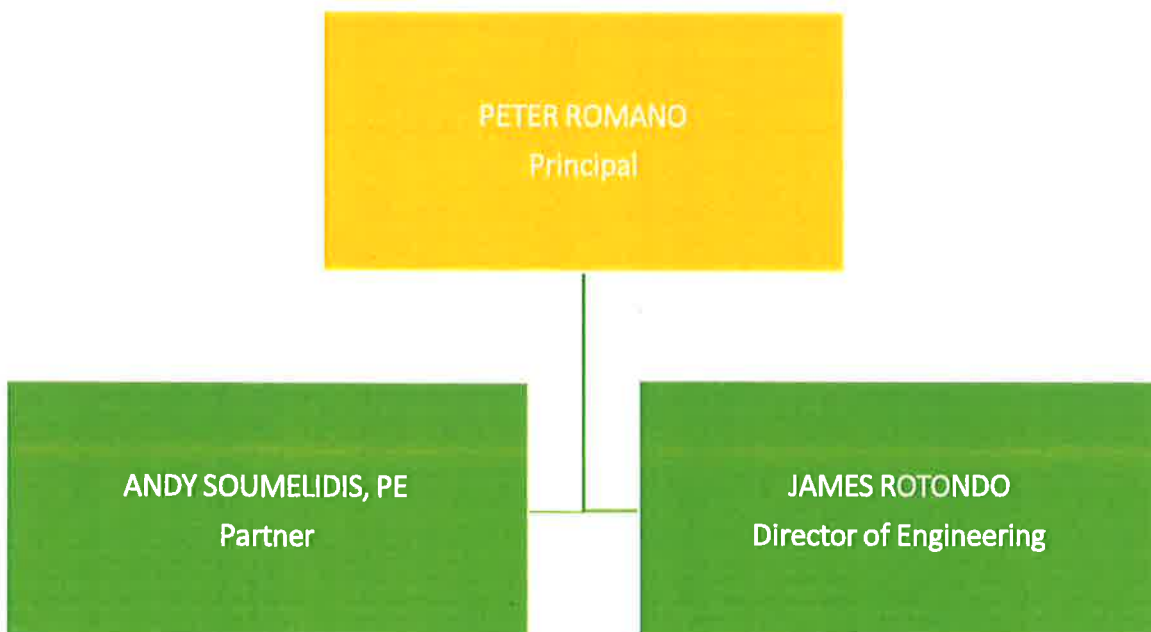
Construction Administration: LANDTECH shall provide construction administration for each project as required. The construction administration scope of services at a minimum will include the following:

1. Respond to RFIs
2. Review of shop drawings and submittals
3. Attend construction meetings including sub-consultants as necessary
4. Site visits for review of construction progress (4 visits anticipated)
5. Two (2) site visits for punch list

PROJECT TEAM ORGANIZATION AND STAFFING

Professional services will include surveying, civil engineering, and environmental services. Most work will be completed in-house. A simple organization chart appears below, and resumes appear later as part of this proposal.

The design schedule for this project is anticipated to be aggressive, and LANDTECH will dedicate all required resources to meet deadlines. This does not present a scheduling problem with current workload.



We have worked on many prior projects that have been located at schools, and all have been constrained by the need to avoid conflict with the “school year.” Because of the inherent nature of school facilities, all also have logistics constraints (access, storage space, summer programs, etc.).

Staff and consultant’s involvement breakdown can be seen in the table below.

Name	Title	% Involved
Peter T. Romano	Principal in Charge	10%
Andy Soumelidis, PE	Project Manager	25%
James Rotondo	Project Engineer	65%

KEY PERSONNEL -RESUMES



Pete Romano runs our company. He has over 30 years of experience in civil engineering, site planning, permit coordination, project team management, and construction administration. Pete has overseen public projects for state and local municipalities and provided consultation, engineering, and planning to private development firms for residential, commercial, and retail projects.



Andy is results driven and detail oriented. For over 15 years he has provided site planning and design services. Andy is an expert in site design, hydraulic studies, stormwater management, sanitary systems and design, and erosion and sediment control. Andy holds a B.S in Civil Engineering from Worcester Polytechnic Institute and is a Professional Engineer in Connecticut.



Jim has over 30 years of experience in design, permitting and construction oversight. Jim has designed and managed hundreds of commercial, residential, and mixed – use projects. His work includes site development engineering, permitting, floodplain management, and site planning. Jim holds a BS in Civil Engineering from Northeastern University.

CLIENT PROFILES



ACADEMIC CHOATE

ROSEMARY HALL SCHOOL
WALLINGFORD ■ FAIRFIELD

UNIVERSITY ■ GREENS FARMS ACADEMY ■
STANWICH SCHOOL GREENWICH ■ STAPLES
HIGH SCHOOL ■ WILLIAMS SCHOOL
WATERFORD ■ LAURALTON HALL
MILFORD ■ POST UNIVERSITY ■
DEVEROUX-GLENHOLME SCHOOL,
WASHINGTON ■ RIDGEFIELD SCHOOLS
CAMPUS ■ WEST ROCKS MIDDLE SCHOOL,
NORWALK ■ COAST GUARD ACADEMY, NEW
LONDON, CT



ATHLETICS & RECREATION

WESTPORT WESTON FAMILY Y
WESTPORT ■ STAPLES HIGH SCHOOL
WESTPORT ■ COUNTRY CLUB OF FAIRFIELD ■
SHOREHAVEN GOLF CLUB ■ RIDGEFIELD BOYS
& GIRLS CLUB ■ CITY OF NORWALK PARKS &
RECREATION ■ DOUBLEDAY ATHLETIC FACILITY,
WESTPORT ■ LAURALTON HALL, MILFORD ■
FAIRFIELD UNIVERSITY, FAIRFIELD, CT ■
BIRCHWOOD COUNTRY CLUB, WESTPORT, CT

MUNICIPALITIES CITIES OF NEW

HAVEN ■ BRIDGEPORT ■ STAMFORD NORWALK
MERIDEN ■ SHELTON ■ TOWNS OF WESTPORT
■ WESTON ■ DARIEN ■ LITCHFIELD ■ EAST
HAMDEN ■ FAIRFIELD ■ STRATFORD ■
RIDGEFIELD ■ NEW CANAAN ■ GREENWICH ■
LEWISBORO NY



CULTURAL NATIONAL

TRUST FOR HISTORIC
PRESERVATION ■ THE TRUST FOR PUBLIC LAND
■ THE AUDUBON SOCIETY ■ THE NATURE
CONSERVANCY OF CONNECTICUT ASPETUCK
LAND TRUST ■ U. S. FISH & WILDLIFE ■
WESTPORT HISTORICAL SOCIETY ■ OLD NORTH
CHURCH FOUNDATION, BOSTON, MA ■ THE
WESTPORT ART CENTER, WESTPORT, CT



RESIDENCES W.R.

BERKLEY RESIDENCE GREENWICH
■ SAUGATUCK CENTER
WESTPORT ■ MELISSA AND DOUG BERNSTEIN,
WESTPORT ■ HAY ISLAND DARIEN ■ FERDMAN
RESIDENCE, BEACHSIDE ■ ROSIANA RESIDENCE
SOUTHPORT ■ CONYERS FARM, GREENWICH



PARTNERS ROBERT A.M.

STERN ■ AUSTIN PATTERSON
DISSTON ■ ROGER FERRIS
ARCHITECTS ■ PHILLIP CERRONE
ARCHITECTS ■ WESTVIEW GROUP, OWNER
REPRESENTATION ■ S/L/A/M COLLABORATIVE
■ PELLI, CLARKE, PELLI, NEW HAVEN, CT
BEINFELD ASSOCIATES, NORWALK, CT
■ TURNER CONSTRUCTION ■ A.P.
CONSTRUCTION ■ BARGMANN HENDRIE
+ARCHETYPE ■ SHAWMUT CONSTRUCTION
■ WORMSER ASSOCIATES ■ ZUBOTKIN
OWNER REPRESENTATION ■ FERRIS
ARCHITECTS ■ MICHAEL GREENBERG &
ASSOCIATES ■ BOWIE GIRDLEY, WASHINGTON
DC

SPECIALIZED EXPERIENCE

Following are some of the educational and institutional athletic field projects undertaken by LANDTECH. They demonstrate our experience in academic campuses and athletic complexes for municipalities and private ventures.

LANDTECH coordinates site planning, civil and environmental engineering and the environmental sciences to create innovative applications to combine natural systems and sound engineering principals.

DOUBLEDAY ATHLETIC COMPLEX - *Doubleday Complex, Westport, Connecticut*

One of the most extensively used Athletic complexes in Westport this field and associated site improvements consisted of the reconstruction and replacement of the existing natural grass field with synthetic turf. LANDTECH provided project coordination from the initial stages of the project, sitting on the Town's "Turf Committee" to provide technical advice during the selection process of the synthetic turf product and the installation firm.

LANDTECH provided survey, contract plans and specifications and construction observation for this fast-track project. LANDTECH guided the project through the various Town land use agencies and provided technical presentations before the RTM and the Board of Finance for the ultimate approvals for funding and permitting. The project was completed in time for the fall sports season.



STAPLES FOOTBALL AND FIELD HOCKEY FIELD, TRACK. *Staples High School, Westport, Connecticut*



This project involved the complete reconstruction of the high school's existing football field and field hockey field, and utilized synthetic turf to replace natural grass. LANDTECH provided project coordination from the initial stages of the project, with a seat on the Town's "Turf Committee", and provided technical advice during the selection process of the synthetic turf product and of the installation firm. Once the synthetic turf product was selected, LANDTECH provided survey, construction plans and specifications, which also included extensive retaining walls at the field hockey site and construction observation for this fast-track project.

LANDTECH guided the project through the various Town land use agencies and provided technical presentations before the RTM and the Board of Finance, which resulted in approvals for funding and permitting. The project was completed in time for the fall sports season.

WAKEMAN TOWN FARM PARK ATHLETIC FACILITY - *Wakeman Farm, Westport, Connecticut*

When the Town of Westport made the decision to convert one of the five existing natural turf fields at their 23-acre Wakeman Farm Facility to a synthetic turf field they chose LANDTECH. Now a Principal at LANDTECH, Pete Romano prepared the original master planning and design of a 23-acre athletic facility that included three soccer fields, baseball field, general practice areas and relocation of the popular community gardens. The challenge here was to be able to blend the synthetic surface into the existing natural turf that was to surround the new synthetic turf field



This multi-purpose field provides uninterrupted use for the extensive youth soccer and lacrosse programs that Westport offers. The site, located in a two-acre residential zone, of Westport, included the design of concealed parking areas and extensive landscaping. LANDTECH was responsible for guiding the project, through the Town of Westport Land-Use Agencies and Finance Boards and eventually prepared construction plans and documents and construction administration and observation.

STAPLES HIGH SCHOOL BASEBALL COMPLEX · *Staples High School, Westport, Connecticut*

On opening day of the 2009 Staples High School Baseball Season, the Staples Wreckers Baseball team walked on to their newly created baseball field. The field and improvements included new natural turf, drainage, irrigation, stadium style seating, new dugouts, bullpens and a new viewing plaza which provides access to the new complex including disabled access.



For this project LANDTECH worked with the Board of Education, the high school's Athletic Department, and the Staples High School parents' group "The Diamond Club." The firm was involved from feasibility studies to schematic design to guiding the permitting process through town agencies. LANDTECH also assisted with fundraising efforts.

Once funded, LANDTECH undertook project construction coordination from survey, contract plans and specifications and construction observation for this fast-track project. Construction took place during the fall, winter and spring and was completed in time for the Spring Baseball Season and culminated with a FCIAC Champion season for the Wreckers.

FAIRFIELD UNIVERSITY NCAA SOCCER FIELD · *Fairfield University, Fairfield, Connecticut*

Among many projects LANDTECH has completed on the Fairfield University Campus is the soccer field designed and built to Division I NCAA standards, home to both the Fairfield University Stags men's and women's soccer teams. LANDTECH undertook the task of designing and overseeing the construction of the field, which included the preparation of plans and specifications for the reconstruction and renovation of the field, subsurface drainage, turf specifications, the irrigation systems and associated site improvements.



GREENS FARMS ACADEMY SOFTBALL FIELD · Greens Farms Academy, Westport, Connecticut



“Build it and they will come” was the motto for the Greens Farms Academy Girls Softball Field. A long-neglected patch of grass had been the home field for the Lady Dragons of GFA. When long-time coach Ray Peterson approached LANDTECH, he asked if we could build a field for GFA comparable to those we had completed for the Westport public schools.

In under a month, LANDTECH had completed plans for field renovation, drainage and grading, a new backstop and bleachers. In under three months the site contractor had completed the field and it was ready for use. LANDTECH was also able to minimize disturbance to the existing natural turf outfield by utilizing a clay surface on the new infield.

TERRACE AT THE HILL · Staples High School, Westport, Connecticut



One of the most storied soccer programs in Connecticut is the Staples Wreckers Soccer Team. A perennial participant in State Championship Games, they have amassed 12 State Titles, 27 Conference Titles and more than 30 Divisional Titles, playing on the fields behind Staples High School.

Along with the firm's work on the adjacent athletic fields, LANDTECH was given the challenge of creating seating for loyal fans who for years had stood in an adjoining driveway or negotiated a steep grassed slope to view their games. "Terrace the Hill" was created from long rectangular slabs of granite set into the steep grassy incline, creating a natural seating area that blends perfectly into its existing surroundings.

The field and improvements included new drainage, irrigation, and a viewing plaza providing access to the Terrace the Hill seating which can accommodate the disabled. LANDTECH worked hand-in-hand with the Board of Education, the Staples High School athletic department and parent groups. The firm provided assistance with fundraising, feasibility studies, schematic designs, construction management and managed the permitting process.

WEST ROCKS MIDDLE SCHOOL FIELDS · *West Rocks Middle School, Norwalk, Connecticut*

The City of Norwalk currently owns and operates the property at 81 West Rocks Road as the West Rocks Middle School and soccer fields. The property currently contains the Middle School building, parking areas, and several existing soccer fields.

The City of Norwalk proposed to construct a soccer field complex including a new turf field, parking area, lighting, concession with bathrooms, and seating for the new turf field. The fields consist of an upper and lower grass soccer fields. The upper grass field will be turned into a turf field with lighting. The design of turf and lighting will allow for greater use of the fields which would lessen the burden throughout the rest of the City. The parking area will be constructed adjacent to the proposed turf field and will be accessed by a new driveway entrance from Aiken street. Sidewalks from the new parking area will allow for ADA access currently not available. The new concession stand will have bathrooms and connect to utility mains located on Aiken Street.



PROJECT REFERENCES

Mr. Anthony Carr, Chief
Norwalk Department of Public Works
125 East Avenue
Norwalk, CT
203-854-7792
acarr@norwalkct.gov



Mr. Martin Lisivek, Director of Athletics
Staples High School
70 North Avenue
Westport, CT
203-341-1260
mlisevick@westport.k12.ct.us

Mr. William Hurley – Town Engineer
Town of Fairfield
725 Old Post Road
Fairfield, CT
203-256-3015
whurley@fairfieldct.org



Ms. Mary Young, Director
Westport Planning & Zoning Commission
110 Myrtle Avenue, Town Hall
Westport, CT 06880
203-341-1077
maryyoung@westportct.gov

Mr. Rich Saltz
Chief Financial Officer
Choate Rosemary Hall
333 Christian St
Wallingford, CT
rsaltz@choate.edu



Ms. Anjali McCormick, CEO
Westport/Weston Family Y
14 Allen Raymond Lane
203.226.8981
amccormick@westport.org

Mr. Jeff White
Westport Little League President
Advisor to the President & CFO
Boston Red Sox
4 Yawkey Way, Boston MA
jwhite@redsox.com

Proposed Schedule -RFP #2022-174 - New Artificial Turf Fields, Tennis Courts, and Pickelball Court

TASK SCHEDULE	July 2022				August 2022				September 2022				October 2022				November 2022				December 2022				January 2022				February 2022			
	Week				Week				Week				Week				Week				Week				Week							
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Roger Ludlowe Middle School (turf field)																																
Contract Signed	█																															
Kick off Meeting and Setup Project Scheduling	█																															
Coordination - Surveying - Existing Data Review	█																															
Surveying and Field Work	█				█																											
Test Pits					█																											
Schematic Site Plans					█				█																							
Design Development Plans					█				█				█				█				█											
Local Permitting					█				█				█				█				█											
Outreach and Town Consultation					█				█																							
Bidding Assistance (if requested)					█				█				█				█				█											
Construction Phase (anticipated)					█				█				█				█				█											
Sullivan Field (turf field)																																
Sullivan Field (turf field)																																
Contract Signed	█																															
Kick off Meeting and Setup Project Scheduling	█																															
Coordination - Surveying - Existing Data Review	█																															
Surveying and Field Work	█				█																											
Test Pits					█																											
Schematic Site Plans					█				█																							
Design Development Plans					█				█				█				█				█											
Local Permitting					█				█				█				█				█											
Outreach and Town Consultation					█				█																							
Bidding Assistance (if requested)					█				█				█				█				█											
Construction Phase (anticipated)					█				█				█				█				█											
Tennis Court/Pickelball Project																																
Tennis Court/Pickelball Project																																
Contract Signed	█																															
Kick off Meeting and Setup Project Scheduling	█																															
Schematic Site Plans	█																															
Design Development Plans					█																											
Contract Document Development					█																											
Outreach and Town Consultation					█																											
Bidding Assistance (if requested)					█				█																							
Construction Phase (anticipated)					█				█																							

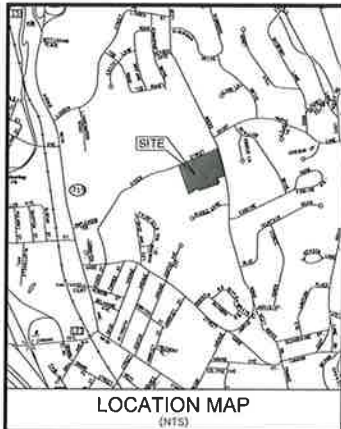
Construction to be Completed by Spring 2023

Construction to be Completed by Fall 2023

APPENDIX A
WORK PRODUCED FOR SIMILAR PROJECTS
WEST ROCKS ELEMENTARY – CITY OF NORWALK

PROPOSED SITE IMPROVEMENT PLANS FOR WEST ROCKS MIDDLE SCHOOL FIELDS

81 WEST ROCKS ROAD
NORWALK, CONNECTICUT
FAIRFIELD COUNTY



GENERAL NOTES

1. SURVEY INFORMATION TAKEN FROM TOWN GIS MAPPING AND A BOUNDARY SURVEY PREPARED BY LOUREIRO ENGINEERING ASSOCIATES INC.
2. ELEVATIONS ARE REFERENCED TO NORTH AMERICAN VERTICAL DATUM 1988
3. ALL EXISTING IMPROVEMENTS IN CONFLICT WITH NEW SITE AND BUILDING WORK SHALL BE DEMOLISHED AND REMOVED IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL LAWS.
4. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION.
5. ALL DISTURBED PAVEMENTS, CURBS, UTILITIES, LANDSCAPED AREA, ETC. SHALL BE REPAIRED IN KIND OR AS DIRECTED BY THE OWNER.
6. CONTRACTOR TO PROVIDE AS-BUILTS OF ALL UNDERGROUND AND ABOVE GROUND UTILITIES PAVEMENTS AND STRUCTURES.
7. TIMING OF ALL OFF-SITE WORK SHALL BE COORDINATED WITH THE CITY OF NORWALK.
8. THE LOCATIONS OF SHOWN UTILITIES ARE APPROXIMATE. ADDITIONAL UTILITIES MAY EXIST. PRIOR TO ANY EXCAVATION OR CONSTRUCTION CONTACT "CALL BEFORE YOU DIG" 1-800-922-4455



LIST OF DRAWINGS

SHEET NO.	DESCRIPTION
T-1.0	COVER SHEET
C-0	EXISTING CONDITIONS
C-1	LAYOUT & MATERIALS PLAN
C-2	FIELD DRAINAGE PLAN
C-3	GRADING PLAN
C-4	EROSION & SEDIMENT CONTROL PLAN
C-5	DETAILS

LANDTECH



City Engineering, Site Planning,
Environmental Science & Engineering,
Structural Engineering, Land Surveying,
Construction Management & Financing

LANDTECH

518 Riverside Avenue • Westport, Connecticut 06880 • 203-454-2110 • info@landtechct.com



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FOR REVIEW AND APPROVAL
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PREPARED FOR: CITY OF NORWALK PARKS AND RECREATION DEPARTMENT

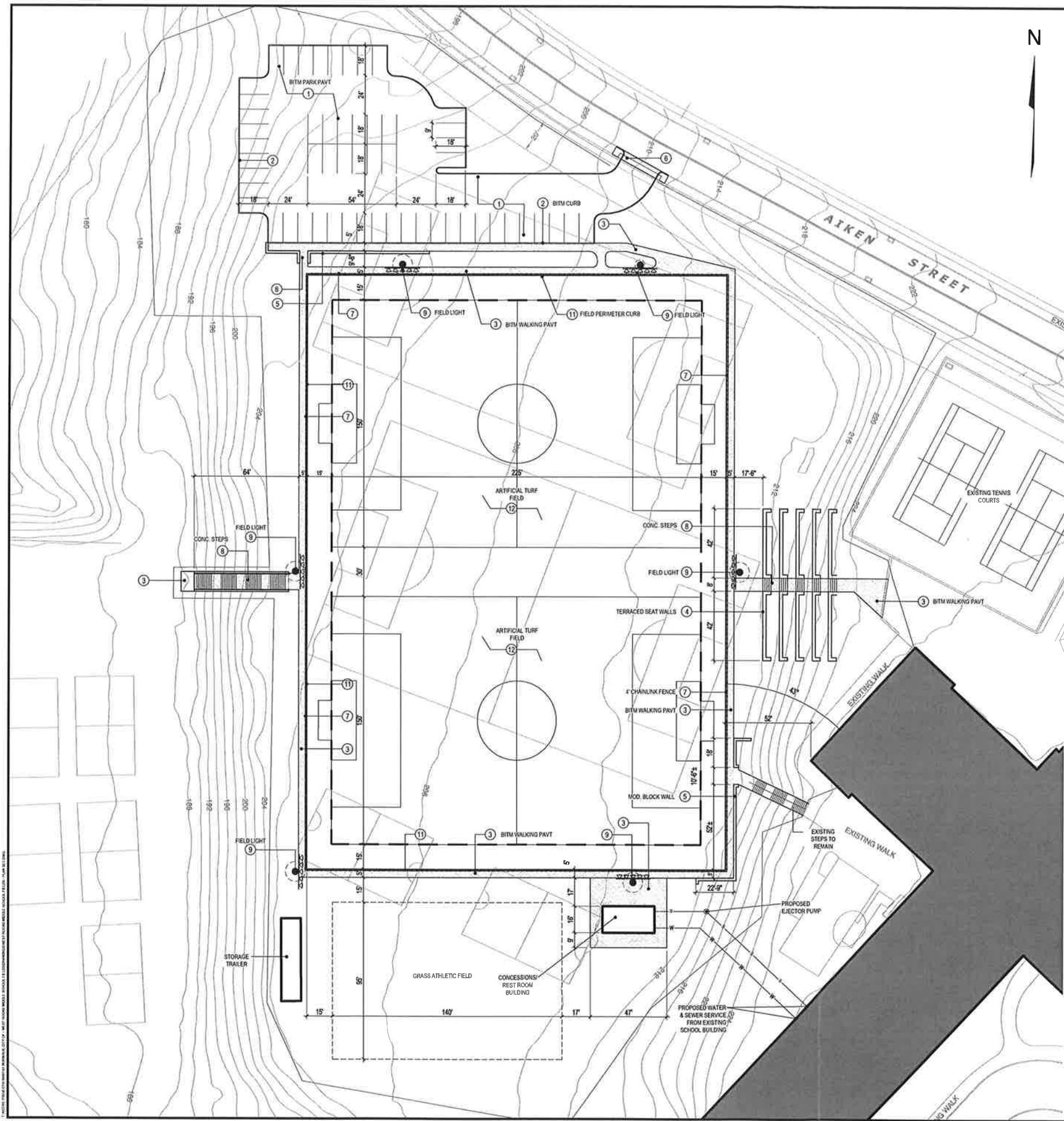
PROJECT LOCATION: WEST ROCKS SCHOOL
81 WEST ROCKS ROAD, NORWALK, CT

TITLE: PROPOSED SOCCER FIELD COMPLEX
COVER SHEET

PROJECT No. 18170-01
SCALE: NTS
DATE: 11/22/19
DRAWN BY: SG
CHECKED BY: AS

T-1

LANDTECH



WORK ITEM KEY

- ① BITUMINOUS CONCRETE PARKING PAVEMENT
- ② BITUMINOUS CONCRETE CURB
- ③ BITUMINOUS CONCRETE WALK PAVEMENT
- ④ CAST IN PLACE CONCRETE SEAT WALL
- ⑤ MODULAR BLOCK RETAINING WALL
- ⑥ CONCRETE DRIVEWAY APRON
- ⑦ 4 FT CHAIN LINK FENCE
- ⑧ CAST IN PLACE CONCRETE STEPS
- ⑨ FIELD LIGHT POLE
- ⑩ CONCRETE PERIMETER FIELD CURB
- ⑪ ARTIFICIAL TURF FIELD

SYMBOLS LEGEND

- W EXISTING WATER LINE
- G EXISTING GAS LINE
- E EXISTING ELECTRIC LINE
- 15 EXISTING CONTOUR
- 14.38 EXISTING SPOT ELEVATION
- PAVE EXISTING PAVEMENT
- EXISTING DRAINAGE STRUCTURE
- EXISTING CATCH BASIN
- EXISTING HYDRANT
- EXISTING UTILITY POLE
- EXISTING TREES
- EXISTING SHRUB
- EXISTING UTILITY POLE TO REMAIN
- PROPERTY LINE
- NEW CURB
- 57.1 PROPOSED CONTOUR
- 57.1 PROPOSED SPOT ELEVATION
- TS/BS TOP STEP/BOTTOM STEP



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NO.	DESCRIPTION	DATE

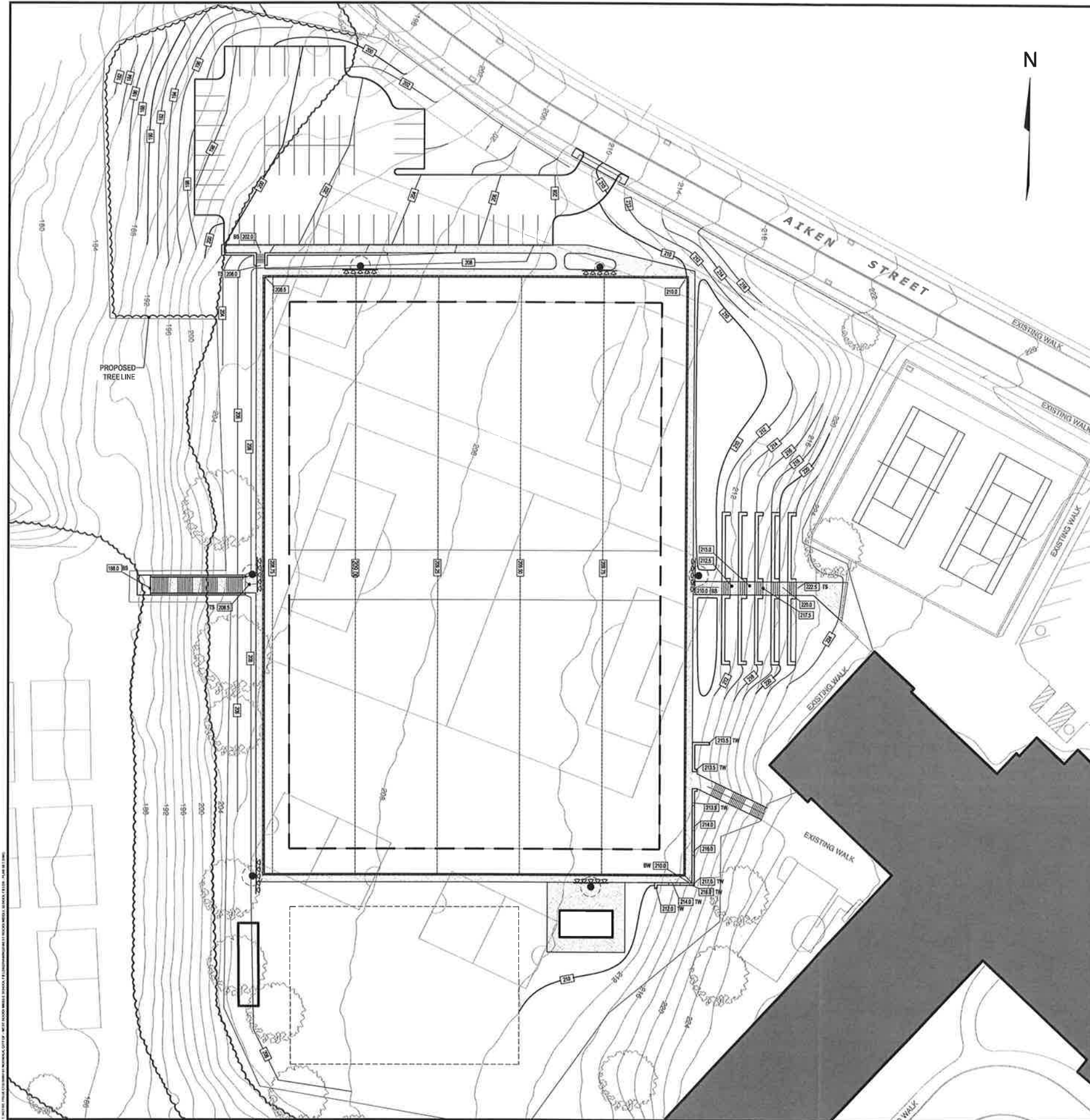
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PREPARED FOR: CITY OF NORWALK PARKS AND RECREATION DEPARTMENT
PROJECT LOCATION: WEST ROCKS SCHOOL, 81 WEST ROCKS ROAD, NORWALK, CT
TITLE: PROPOSED SOCCER FIELD COMPLEX LAYOUT AND MATERIALS PLAN

PROJECT No. 18170-01
SCALE 1" = 30'
DATE 11/22/19
DRAWN BY: SG
CHECKED BY: AS

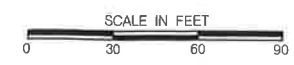
STATE OF CONNECTICUT
17065
REGISTERED PROFESSIONAL ENGINEER

C-1



SYMBOLS LEGEND

- EXISTING WATER LINE
- EXISTING GAS LINE
- EXISTING ELECTRIC LINE
- EXISTING CONTOUR
- EXISTING SPOT ELEVATION
- EXISTING DRAINAGE STRUCTURE
- EXISTING CATCH BASIN
- EXISTING HYDRANT
- EXISTING UTILITY POLE
- EXISTING TREES
- EXISTING SHRUB
- EXISTING UTILITY POLE TO REMAIN
- PROPERTY LINE
- NEW CURB
- PROPOSED CONTOUR
- PROPOSED SPOT ELEVATION
- TOP STEP/BOTTOM STEP
- SHADE TREE
- NEW EVERGREEN TREE
- EAST SHADE TREE



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Blades & Goven
LANDSCAPE ARCHITECTS
1100 N. MAIN ST. SUITE 200
NORWALK, CT 06854
PHONE: 203-231-3333
WWW.BLADESANDGOVEN.COM

REVISION DATE

ISSUE

Civil Engineering - Site Planning
Environmental Review & Engineering
Surveying
Permit Construction & Management
Construction Management & Financing

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LANDTECH

REVISION DATE

ISSUE

PREPARED FOR:
CITY OF NORWALK PARKS AND RECREATION DEPARTMENT

PROJECT No. 18170-01

PROJECT LOCATION:
WEST ROCKS SCHOOL
81 WEST ROCKS ROAD, NORWALK, CT

SCALE: 1" = 30'

TITLE:
PROPOSED SOCCER FIELD COMPLEX
GRADING PLAN

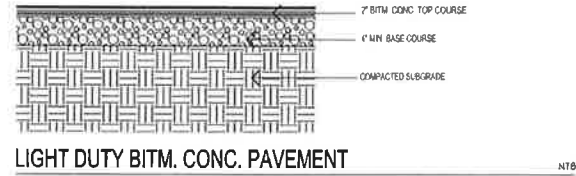
DATE: 11/22/19

DRAWN BY: SG

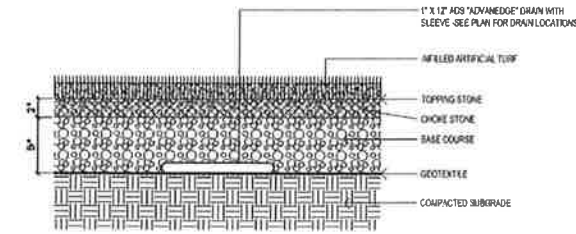
CHECKED BY: AS

C-3

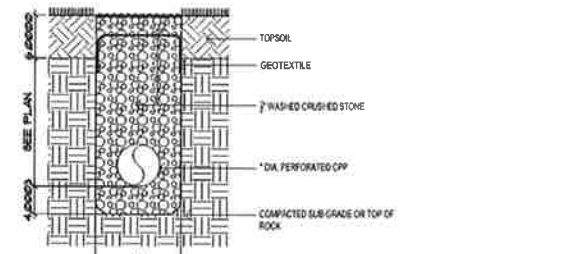
DATE: 11/22/19



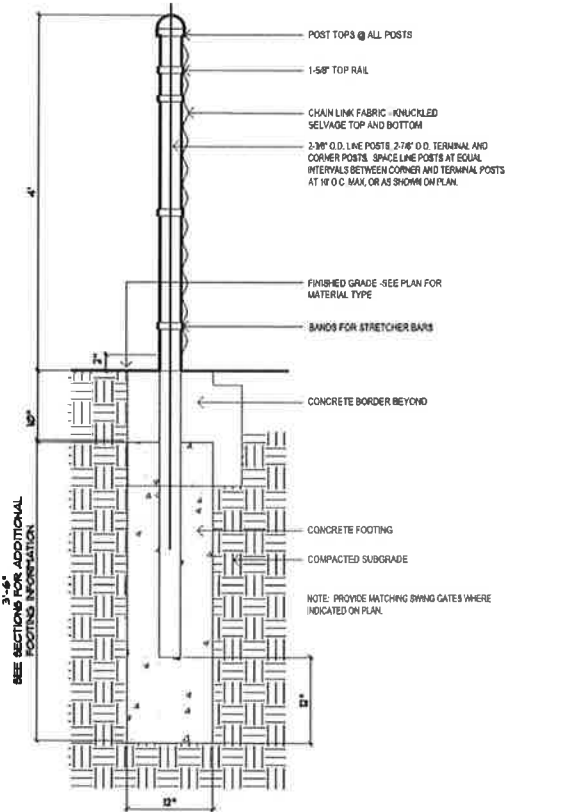
7 LIGHT DUTY BITM. CONC. PAVEMENT NTS



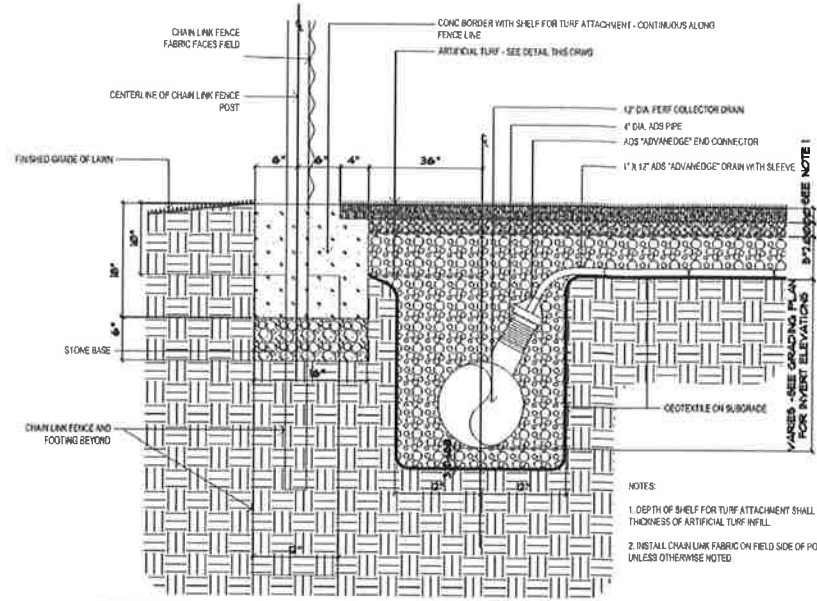
ARTIFICIAL TURF NTS



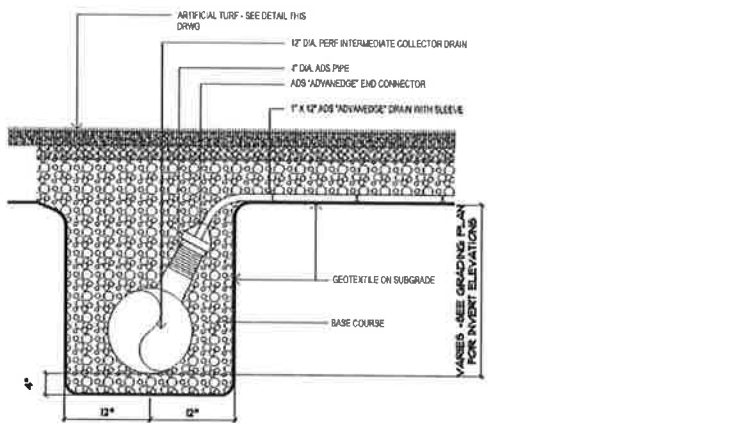
CURTAIN DRAIN NTS



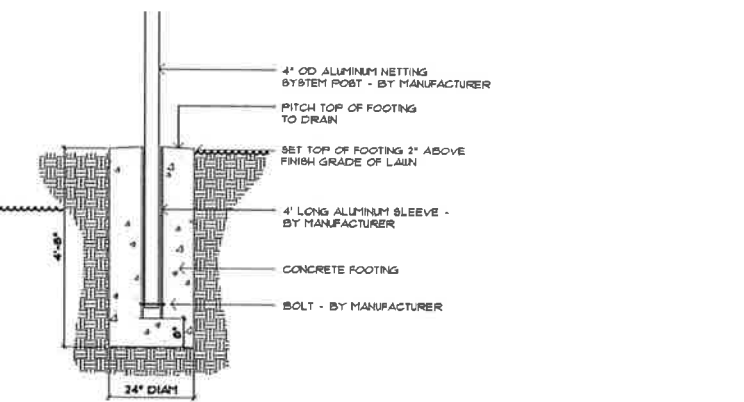
7 PVC COATED CHAIN LINK FENCE NTS



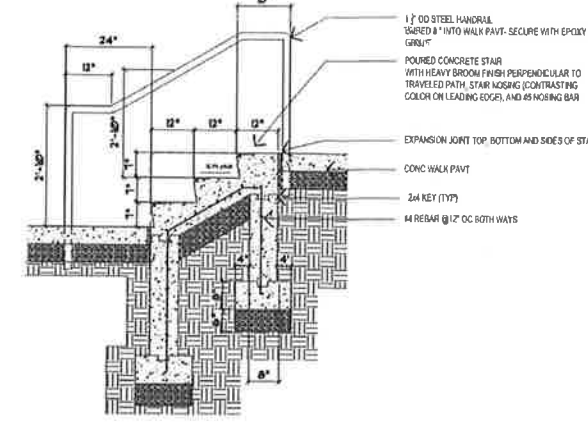
SECTION 1 THRU PERIMETER COLLECTOR DRAIN @ EDGE OF FIELD NTS



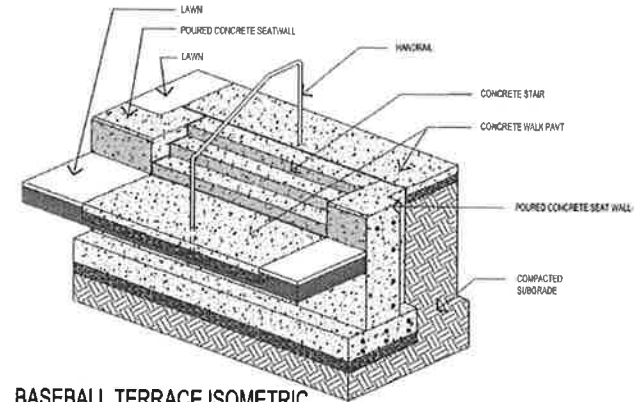
SECTION 3 THRU INTERMEDIATE COLLECTOR DRAIN @ CENTER OF FIELD NTS



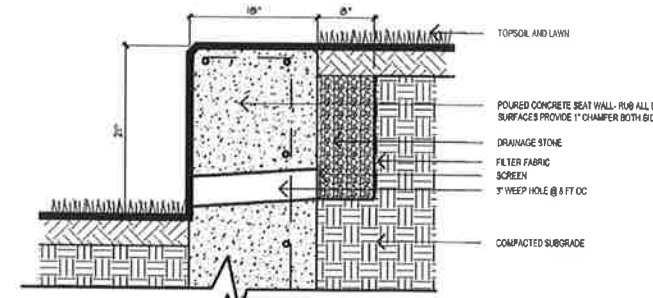
NETTING SYSTEM POST FOOTING NTS



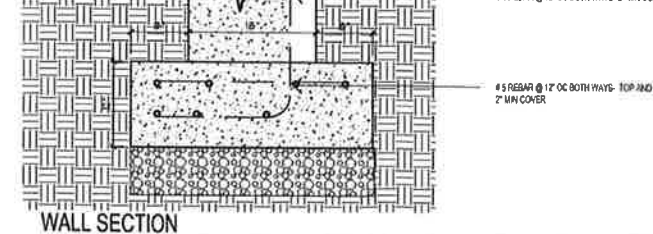
STAIR SECTION



BASEBALL TERRACE ISOMETRIC



WALL SECTION



4 TERRACE SEATING



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PREPARED FOR: CITY OF NORWALK PARKS AND RECREATION DEPARTMENT
PROJECT LOCATION: WEST ROCKS SCHOOL, 81 WEST ROCKS ROAD, NORWALK, CT
TITLE: PROPOSED SOCCER FIELD COMPLEX DETAILS

PROJECT No. 18170-01
SCALE 1" = 40'
DATE 11/22/19
DRAWN BY: SG
CHECKED BY: AS



CONSULTING CONTRACT

PROJECT LOCATION 123 Main Street; Westport, CT

SCOPE OF THE PROJECT LANDTECH shall assist the Client in preparing ...

CLIENT INFORMATION CLIENT O.
C.
E:

LandTech offers to perform professional services in accordance with Attachment A entitled "Schedule of Services". When approved by the Client "Extra Work" shall be provided on a reimbursable hourly rate basis in accordance with attached Attachment B entitled "Fee Schedule". Standard Conditions of our Agreement are Exhibit C.

Client agrees to compensate LandTech for professional services as follows:

1. All work in accordance with Tasks 10.1, 20.5, and 40.1 of "Attachment A" shall be provided at an hourly rate basis in accordance with Attachment B "Fee Schedule" for an estimated fee of \$_____.
2. All work in accordance with Task 20.6 of "Attachment A" shall be provided at an hourly rate basis in accordance with Attachment B "Fee Schedule" for an estimated fee of \$_____.
3. A Retainer of \$_____ shall be paid to LANDTECH upon Acceptance.
4. Invoices will be submitted on a twice-monthly basis, or at our discretion but no more frequently than twice-monthly. Payment is due within (15) calendar days of receipt of our invoice.
5. Payments received after fifteen (15) calendar days from the date posted on the LANDTECH invoice accrue interest at the rate of 1.5% calculated monthly. All costs of collection, including legal fees, will be paid by the client on overdue accounts. If payment has not been received within sixty (60) days of completion of work and no additional written payment arrangements have been made, a Mechanics Lien will be filed to insure receipt of payment.
6. We anticipate that work included under Tasks 10.1, 20.5, and 40.1 of "Attachment A shall be completed for submission within ten weeks of our receiving the executed contract and retainer.

ACCEPTANCE: Client hereby accepts LandTech offer subject to the terms and conditions of Attachments A, B, and C and Client authorizes LandTech to proceed at once.

OFFERED LANDTECH

Peter Romano, Principal

Date: June 3, 2022

ACCEPTED

By: _____

Date: _____

**ATTACHMENT A
SCHEDULE OF SERVICES**

LANDTECH shall assist the Client in preparing site plan, construction plans and permitting...

10.1 – PROJECT MANAGEMENT:

20.1 Survey

20.2 Field Work

20.3 Schematic Design

20.4 Design Development Plans:

Drainage Design:

Environmental Consultant, Wetland Scientist:

Erosion and Sedimentation Control:

40.1Permitting

20.5 - CONSTRUCTION DOCUMENTS:

20.6 - CONSTRUCTION ADMINISTRATION:

**ATTACHMENT B
2022 FEE SCHEDULE**

Principal	\$ 225/hour
Senior Project Manager/Director	\$ 200/hour
Senior Environmental/Wetland/Soil Scientist	\$ 185/hour
Senior Project Engineer/Project Manager	\$ 175/hour
Sr. Environmental Analyst/Wetland/Coastal Analyst	\$ 150/hour
Associate Engineer	\$ 125/hour
Staff Environmental Analyst	\$ 105/hour
Permit Coordinator	\$ 105/hour
AutoCAD Drafting/GIS/Engineering Tech.	\$ 85/hour
Administrative Staff	\$ 75/hour

- a. Expert witness services for consulting or testimony in court proceedings, including depositions, are invoiced at 250% of above rates.
- b. Overtime work performed on weekends or holidays, at the request of the client, will be charged at 150% of above rates.

Reimbursable Expenses: Unless otherwise specified, non-salary expenses shall be billed as follows:

Reproduction prints (\$0.70/ Sq. Ft.), mylars (\$3.00/Sq.Ft.), disks (\$5.00 each)
black & white plots (\$10 each), color plots (\$25 each), reports (\$0.15/page)

Travel Travel expenses such as tolls, parking, rentals, flights, food, and lodging will be billed at cost; mileage will be billed at the IRS approved rate.

Outside services Unless arrangements are made for direct billing to client in advance of service, subcontractor services such as laboratory analysis, use of specialized equipment, printers and excavators will be billed directly to the client at cost plus 15%.

Notes:

1. All services rendered are subject to our Standard Conditions.
2. Unless otherwise agreed in writing, all projects will be subject to a retainer of at least 25%, which will be based upon the estimate of total fees. Such estimate does not indicate a fixed fee unless otherwise stated in the proposed contract. Projects estimated at less than \$2,500 may be subject to a 50% retainer. All retainers will be applied to the *final* invoice.
3. Attendance at meetings, public hearings, court and similar proceedings is subject to a minimum charge of four hours.
4. Where applicable, Connecticut Sales Tax will be added.
5. This Fee Schedule is subject to adjustment on an annual basis.

ATTACHMENT C STANDARD CONDITIONS

Land Tech Consultants, Inc. ("Engineer") and the Client hereby agree that the Engineer will provide the Client with the services set forth in the Engineering Contract ("Agreement") under the terms and conditions set forth herein.

1. SCOPE OF SERVICES

The services to be performed by LandTech Consultants, Inc. (LandTech) for Client (the "Services") are described in the Proposal of which these Standard Conditions are a part. LandTech shall not be required to perform any work or services not expressly included in that description, but will, upon request by Client, propose an amendment to this Agreement (an "Amendment") to cover such additional work or services as LandTech may then be able to undertake. LandTech will, however, have no obligation or liability with respect to any additional work or services until such Amendment is signed by Client and returned to LandTech.

2. RIGHT OF ENTRY.

Client hereby grants to LandTech Consultants, Inc. or represents and warrants if the site is not owned by Client, that permission has been duly granted from the site owner for a Right of Entry from time to time, by LandTech Consultants, Inc., its agents, staff, consultants and contractors or subcontractors, upon the site for the purpose of performing and with the right to perform all acts, services and research, including without limitation the making of test borings and other soil data compilations, pursuant to the Agreement. LandTech Consultants, Inc. and its agents, staff, consultants and contractors or subcontractors shall carry Worker Compensation Insurance and provide proof to the client and LTC upon request.

3. SUBSURFACE EXPLORATIONS

Normal Disturbance. Client hereby recognizes that the use of exploration equipment may unavoidably affect, alter or damage the terrain and affect vegetation, buildings, structures and equipment in, at or upon the site. Client accepts the fact that this is inherent in LandTech Consultants, Inc.'s work and will not hold LandTech Consultants, Inc. liable or responsible for any such reasonable effect, alteration or damage. LandTech Consultants, Inc. will take responsible precautions to limit damage to site, but the cost for restoration of damage that may result from such operations has not been included in LandTech's fee. If LandTech Consultants, Inc. is requested to restore the land to its former condition, LandTech will inform the contractor responsible for the actions and the cost of restoration will be borne by Client in addition to LandTech's fee.

Damage to Latent Subterranean Structures. LandTech Consultants, Inc. will exercise due and responsible care in locating subterranean structures in the vicinity where subsurface explorations are to be made. This will include contact with appropriate public utilities (Call Before You Dig) and review of plans and information provided by public agencies, Client and Owner of the Site relating to the location of subterranean structures. Provided LandTech Consultants, Inc. has proceeded with due and reasonable care, LandTech Consultants, Inc. cannot be liable for damages or injury arising from damage to or interference with subterranean structures (including, without limitation, pipes, tanks, telephone cables, etc.) which are not called to LandTech's attention or not correctly shown on the plans furnished by Client or others in connection with work performed under this agreement

4. SAMPLE DISPOSITION.

Unless otherwise instructed in writing by Client, LandTech Consultants, Inc. will preserve such soil, water and other samples, if any, obtained from the site for such period of time as LandTech Consultants, Inc. in its sole discretion deems appropriate.

5. STANDARD OF CARE

Client agrees that LandTech's services are on behalf of and for the exclusive use of Client for the purposes set forth in the Agreement. Client recognizes that LandTech's services require decisions, which are not based upon pure science but rather upon judgmental considerations, including without limitation the economic feasibility of alternate designs. LandTech Consultants, Inc. will perform services in accordance with generally accepted practices of others undertaking similar services at the same time in the same locale under like or identical circumstances. Client agrees that such services will be rendered without any other warranty, expressed or implied.

6. CONSTRUCTION COST ESTIMATES

Client hereby agrees that prices may vary substantially depending on unknown conditions; that neither LandTech Consultants, Inc. nor Client can control material costs, methods of construction, or bid, market or negotiating procedures; that cost estimates prepared by LandTech Consultants, Inc. are based on LandTech's general knowledge, and experience.

7. SCHEDULE

Due to the nature of the Services to be performed by LandTech, it is not possible to predict with certainty how long performance of the Services might take. Unless otherwise expressly stated in LandTech's Proposal, times and costs for performing the Services are estimates only and shall not limit Client's obligation to pay for the Services in accordance with this Agreement.

8. DRAWINGS; DISCLOSURE

Client shall provide to LandTech such drawings, plans, specifications, and other information regarding Client's premises and facilities as may be necessary to permit LandTech to perform the Services. Client shall disclose to LandTech any aspect of the Client's premises and facilities--including, but not limited to, any hazards or contamination--which might present a hazard to an employee, representative, agent or subcontractor of LandTech.

9. EXCUSABLE DELAYS

LandTech shall not be in breach of this Agreement as a result of any delay in or prevention of its performing the Services which results from any cause beyond LandTech's reasonable control, including, but not limited to, acts of God, strikes, unanticipated or undisclosed conditions, failure or refusal of governmental authorities to act or to act in any particular time, and acts or omissions of the Client or its employees, agents or subcontractors. Should such an event occur, any time within or by which the Services are to be performed shall be increased by the amount of

time lost as a result thereof and any fixed price may be applicable to the Services or portions thereof shall be increased to the extent necessary fairly to compensate LandTech for increased costs it incurs.

10. INVOICES; PAYMENT

LandTech will submit invoices as specified in this Agreement. All invoices shall be due and payable ten (10) days after the date thereof. Invoices not paid within fifteen (15) days after the date thereof shall be past due and be subject to the lesser of, (a) a monthly service charge of \$5.00 or 1.5% percent of the past due amount, whichever is greater, and (b) the maximum rate allowed by applicable law. If any amount remains unpaid for thirty (30) days after the date first invoiced, LandTech shall have the right to suspend the performance of any portion of the Services remaining to be performed or to cancel this Agreement.

Furthermore, if Client fails to pay any invoice due LandTech Consultants, Inc. within thirty (30) days after the date of billing, LandTech Consultants, Inc., without waiving any other claim or right against Client and without liability whatsoever to Client, may elect to terminate its performance of said services at any time an outstanding balance is due, after giving client ten (10) days written notice of LandTech's intent to terminate. Client shall remain liable for and shall promptly pay LandTech Consultants, Inc. the full amount for all services rendered by LandTech Consultants, Inc. to the date of termination and all termination costs, together with interest on all overdue accounts in accordance with foregoing rate and attendant attorneys' fees and costs of collection. No failure by LandTech Consultants, Inc. to exercise any right hereunder shall operate as a waiver or preclude LandTech Consultants, Inc. from exercising any other right.

Client expressly understands and agrees that its obligation to pay for Services in the manner provided in this Agreement is independent of the success of any project of which the Services may be a part and is not conditional upon the receipt of funding or financing from a third party.

11. WARRANTY

LandTech warrants that the Services shall be performed in accordance with generally accepted professional practices at the time of performance. If within one year after the Services are completed the Client demonstrates that the Services failed to satisfy this warranty, LandTech will, at its expense, reperform any portion of the Services failing to satisfy the warranty. LandTech's reperforming such portion of the Services shall be the Client's sole and exclusive remedy for failure of the Services or any portion thereof to satisfy the warranty. LANDTECH MAKES NO EXPRESS OR IMPLIED WARRANTY OF THE SUCCESS OF ANY PROJECT OF WHICH THE SERVICES MIGHT BE A PART. ALL OTHER WARRANTIES, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES OF SUITABILITY, FITNESS FOR PARTICULAR PURPOSE, OR MERCHANTABILITY ARE EXPRESSLY EXCLUDED.

12. GOVERNMENTAL APPROVALS

The Client shall be responsible for securing any permits or approvals required by any governmental agencies having jurisdiction, which may be required in connection with the performance or use of the Services. Should the Services include preparing applications for or otherwise assisting Client in obtaining permits, LandTech makes no representation, warranty or guaranty that such permits can or will be obtained or can or will be obtainable within a time, on terms or under conditions desirable or acceptable to Client.

13. OWNERSHIP AND USE OF DOCUMENTS

All original documents, including drawings and specifications prepared by LandTech as part of the Services, shall remain the sole and exclusive property of LandTech and are instruments of service for a specific project. They are not intended or represented to be suitable for reuse by the Client or others on extensions of the project for which the Services were performed or on any other project. Any reuse without the express written consent of LandTech will be at the Client's or user's sole risk and without any liability or legal exposure to LandTech. The Client shall indemnify and hold harmless LandTech, its officers, directors, and employees, from any and all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the Client's reuse of documents without such consent.

14. LIMITATION OF LIABILITY

The liability of LandTech as a result of or in connection with the performance or non-performance of this Agreement and the Services, whether such liability is based on contract, warranty, tort (including negligence) or otherwise, shall not exceed in the aggregate the amount paid by Client for the Services or \$150,000, whichever is less, and shall in no event include any incidental, special or consequential damages. The provisions of this Limitation of Liability Article shall prevail over any conflicting or inconsistent provisions in this Agreement.

15. TERMINATION; CANCELLATION

- (a) This Agreement may be terminated at any time by mutual agreement of the parties. The respective rights and obligations of the parties in connection with and as a result of termination shall be established as part of the agreement to terminate.
- (b) This Agreement may be canceled by any party not in breach for the repeated or willful failure or refusal of the other party to perform any material obligations hereunder, including, but not limited to, failure to pay any amounts owing on or before the expiration of thirty (30) days from the date of invoice for the amount remaining unpaid in accordance with Section 10 of these Standard Conditions.

16. AMENDMENTS AND EXTRA WORK

This Agreement and the Services may not be changed except by a written Amendment signed by authorized representatives of Client and LandTech.

17. ASSIGNMENT

This Agreement may not be assigned by either party without the prior written approval of the other party.

18. APPLICABLE LAW

This Agreement shall be construed and applied in accordance with the laws of the State of Connecticut.

19. ENTIRE AGREEMENT

This Agreement sets forth the complete and entire understandings of the parties regarding the subject matter hereof. Unless specifically incorporated in this Agreement by reference, all previous communications between the parties regarding the subject of this Agreement, whether written or oral, are hereby superseded, withdrawn and abrogated.



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

Award Recommendation Resolution:

On Wednesday, 8 June, 2022 the Purchasing Authority recommended an award of RFP number 2022-196 Request for Proposals for Engineering Design Services for the replacement of two (2) Boilers at the Burr Elementary School to Van Zelm Haywood & Shadford, Inc., Farmington, CT for the amount of \$25,900.00 based on the firm's qualifications, experience and service offering.

Following is justification for the selection:

- Van Zelm Haywood & Shadford, Inc has provided the Town with a competitive fee proposal for the Engineering Design Services for this boiler replacement project
- Van Zelm Haywood & Shadford, Inc possesses a strong foundation and knowledge in engineering services and boiler design.
- Van Zelm Haywood & Shadford, Inc. has provided the Town with a vast list of similar services in which they have successfully performed.

The award of this contract may be subject to the review and approval of the Board of Selectmen.

Brenda L. Kupchick, First Selectwoman

Gerald J. Foley, Director of Purchasing



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

RFP #2022-196

Engineering Design Services for the replacement of two (2) Boilers – Burr Elementary School

TOWN OF FAIRFIELD
PURCHASING AUTHORITY
725 OLD POST ROAD
INDEPENDENCE HALL
FAIRFIELD, CT 06824.

Date Submitted May 2022.

SEALED BIDS are subject to the standard instructions set forth on the attached sheets. Any modifications must be specifically accepted by the Town of Fairfield, Purchasing Authority.

Bidder:

van Zelm Heywood & Shadford, Inc.
Doing Business As (Trade Name)

10 Talcott Notch Road
Address

Farmington, CT 06032
Town, State, Zip

Mr. Eric J. Fontaine, LEED AP BD+C, Associate/Team Leader
(Mr/Ms) Name and Title, Printed

[Signature]
Signature

860-284-5064 860-284-5098
Telephone Fax

efontaine@vanzelm.com
E-mail

[Signature]
First Selectwoman

[Signature]
Director of Purchasing

05/12/2022
Date

Sealed submissions will be received by the Purchasing Authority at the office of the Director of Purchasing, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut 06824, up to:

2:00 pm, Wednesday, 25th May, 2022

To provide Engineering and design services for the replacement of two (2) Boilers at Burr Elementary School, 1960 Burr Street, Fairfield, Connecticut as detailed in the attached specifications.

NOTES:

1. Bidders are to complete all requested data in the upper right corner of this page and must return this page and the Proposal page with their bid.
2. No bid shall be accepted from, or contracts awarded to, any person/company who is in arrears to the Town of Fairfield upon debt, or contract or who has been within the prior five (5) years, a defaulter as surety or otherwise upon obligations to the Town of Fairfield.
3. Bid proposals are to be submitted in a sealed envelope and clearly marked "RFP #2022-196" on the outside of the envelope, including all outer packaging, such as, DHL, FedEx, UPS, etc.
4. It is the sole responsibility of the bidder to see that the bid is received by the Fairfield Purchasing Department prior to the time and date noted above. Bid proposals are not to be submitted via email or fax.
5. Bid proposals are not to be submitted with plastic binders or covers, nor may the bid proposal contain any plastic inserts or pages.

Response to Request for Proposal:
Engineering Design Services for the
Replacement of two (2) Boilers - Burr
Elementary School



Town of Fairfield
725 Old Post Road, Fairfield, CT 06824
May 25, 2022

Response to RFP

for

Engineering Design Services for the Replacement of two(2) Boilers - Burr Elementary School

to

Town of Fairfield Fairfield, CT



van Zelm Project #2022036.00

Submitted by:



Cover Letter /
Firm Information /Legal

Project Team
- Org Chart
- Resumes

Experience

- Clients served last 5 years
- Similar Boiler projects last 5 years
- Public School Experience
 - Elementary Schools
 - Middle Schools
 - High Schools

Project Understanding and
Approach

Fee Proposal



Cover Letter

May 26, 2022

Town of Fairfield
Purchasing Authority
725 Old Post Rd
Fairfield, CT 06824

Project: RFP Engineering Design Services – Boiler Replacement – Burr Elementary School
RE: RFP# 2022-196
van Zelm #2022036.00

van Zelm Heywood & Shadford, Inc. (van Zelm) is pleased to present this proposal for Engineering Design Services related to the Boiler Replacement at Burr Elementary School. We offer this proposal based on our understanding of the project as derived from the request for proposal documents and a recent walk through.

van Zelm Engineers is a full-service mechanical and electrical engineering firm, providing Design, Construction Administration and Commissioning services for HVAC, plumbing, fire protection, power, lighting, and low voltage systems. In this age of complex building systems and owners with high expectations for quality indoor environments and energy efficiency, the MEP engineering consultant plays a pivotal role in the ultimate success of the project. As such, we must act as an advocate for issues relating to these goals and be proactive in defining the system types and configurations that will provide the desired performance. We recognize that performance issues need to be balanced with the goals for cost effectiveness and physical integration. We also understand the operational implications of modern building systems and interface closely with the facilities staff to design systems to minimize operational/maintenance burden.

For this project, we have experienced engineering staff that has worked on many CT school replacement heating system upgrade projects. We understand the most critical aspect of this project is time, and we will work with the facilities group and Town to make timely decisions in order to move forward. With the current issues with equipment lead times and availability, we can develop pre-purchase equipment specifications for the major equipment to get those critical pieces on order to meet the delivery times and dates requested for a fall start-up.

The project would be assigned a project manager, who would be the point person for the project and all communication. The project manager would be responsible for developing the schedule, working with the Town and presenting the design options for quick and timely decisions to move forward. The PM would oversee the design staff and construction administration process for the project. He would also work closely with the commissioning manager to ensure the design intent is met.

The design options would include a standard replacement option and a high efficiency, modular boiler approach. We would work with manufacturers to advise on lead times and availability for both options to

VAN ZELM HEYWOOD & SHADFORD, INC.

1200 CONVERSE STREET
LONGMEADOW, MA 01106
P: 617.218.9976

10 TALCOTT NOTCH
FARMINGTON, CT 06032
P: 860.284.5064
www.vanzelm.com

862 BRAWLEY SCHOOL ROAD, SUITE 207
MOORESVILLE, NC 28117
P: 704-799-7275

help advise on the best decision for the Town. Once the decision on approach is made, we would streamline the design tasks in order to produce drawings and specs in a short timeframe to get the project underway. We feel confident that with our experience, we can deliver the project both on time and on budget for the Town of Fairfield

At your convenience, we would be pleased to further discuss our capabilities and details related to the project.

Thank you again for the opportunity.

Very truly yours,

VAN ZELM HEYWOOD & SHADFORD, INC.

Eric J. Fontaine

Eric J. Fontaine
Associate/Team Leader

EJF:wjd



FIRM PROFILE

Executive Summary

Name of Firm:

van Zelm Heywood & Shadford, Inc.

Permanent main office address:

**10 Talcott Notch
Farmington, CT 06032**

When organized:

Henry B. van Zelm	1930
van Zelm Heywood & Shadford	1956
van Zelm Heywood & Shadford, Inc.	1975

Legal form of ownership:

van Zelm Heywood & Shadford, Inc. is a closely held corporation, incorporated in the state of Connecticut on June 23, 1975; with continuity to date with the Connecticut Secretary of State as domestic stock corporation business ID number 0047859 and Tax ID #06-0924699.

Years engaged in services under present name:

The firm has been operating for 47 years under the name of van Zelm Heywood & Shadford, Inc. and has maintained continuity to date with the Connecticut Department of Consumer Protection as a Professional Engineering Corporation ID number 0000176.

Number of Employees: **77**

Number of Licensed Professional Engineers: **18**

Number of Engineers in Training: **4**

Number of LEED Certified Professionals: **11**

van Zelm staff are licensed to perform engineering design & consultation in:

Connecticut, Massachusetts, Rhode Island, Vermont, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Florida, North Carolina, Georgia, Michigan, Virginia, Ohio, Illinois, Wisconsin, West Virginia



FIRM PROFILE

Financial Statement

It is the policy of van Zelm Heywood & Shadford, Inc. (van Zelm Engineers), a closely held corporation, not to release financial statements to outside parties. Our statements are compilations limited to the presentation of information that is a representation of management, and not designed for analysis.

Certain information about our company is available through Dun & Bradstreet (DUNS # 04-623-2708).

We welcome you to discuss our financial condition with the following individuals:

- John Miller, CPA - Miller, Moriarty & Co., LLC Tel: (860) 225-7854
- Frank Mac Hugh - Webster Bank Tel: 860-692-1607

Firm Ownership

van Zelm Heywood & Shadford Inc. is a closely held corporation consisting of three partners and one officer. A synopsis of their education, experience, current duties is listed below:

Steve S. Krawczynski, P.E., LEED AP BD+C, CEM
President & C.E.O.

Education: BSME Milwaukee School of Engineering | MBA – Rensselaer at Hartford

Licenses & Certifications: CT, IL, MA, ME, MI, NC, NY, RI, FL, WI, WV, GA, NH, AK, VA, NCESS, LEED AP, CEM

Business Experience: 40 years industry experience with the last 31 spent at van Zelm Heywood & Shadford, Inc. *Current Duties & Responsibilities:* As President & CEO since 2021, Mr. Krawczynski oversees leadership of the firm and maintains daily oversight of van Zelm’s project management teams, production management, IT and technical departments. He is also Principal-in-Charge of one design team. Mr. Krawczynski joined van Zelm in 1990 and was named Principal in 1995.

David W. Madigan, P.E., LEED AP
Senior Vice President & Treasurer

Education: BSCE Villanova University | Building Energy Engineering - University of Colorado

Licenses & Certifications: CT, ME, MI, NH, NJ, NY, OH, RI, VT, MD, MA, PA, VA, NCESS, LEED AP

Business Experience: 37 years of industry experience, all at van Zelm Heywood & Shadford Inc.

Current Duties & Responsibilities: Principal-in-Charge of three design teams, with a strong involvement in firm marketing efforts and initiatives.



FIRM PROFILE

Edward D. Allen, P.E., LEED AP **Senior Vice President & Secretary**

Education: BSME Lehigh University

Licenses & Certifications: CT, MA, ME, NC, NH, NY, PA, RI, VT, LEED AP

Business Experience: 35 years industry experience with the last 22 spent at van Zelm Heywood & Shadford, Inc.

Current Duties & Responsibilities: Principal-in-Charge of one design team and the Electrical Department.

Thomas A. Wunder **Vice President**

Education: AS Pennsylvania Institute of Technology

Business Experience: 49 years industry experience, the last 29 years at van Zelm. Mr. Wunder joined van Zelm in 1972 and was named Principal and CEO in 2000. He is in his current role since 2021.

Current Duties and Responsibilities: Principal Emeritus; currently overseeing special projects.



VANZELM
ENGINEERS

VAN ZELM HEYWOOD & SHADFORD, INC.

FIRM PROFILE

Who We Are:

van Zelm Engineers is a well-established mechanical and electrical consulting engineering firm headquartered in Farmington, CT. We are devoted solely to the planning, study and design of mechanical and electrical systems for the built environment, completing projects in excess of \$500 Million in mechanical and electrical construction value each year. These projects range in size from small studies to large, complex facilities.

As the design of mechanical and electrical systems becomes more complex, van Zelm is always found at the forefront in the development of new concepts for design and management. We are proud of the fact that more than 90% of our work is through repeat client activity. Client satisfaction with our performance, and engineering excellence are the primary concerns of our organization.

Professional Philosophy

Henri B. van Zelm, a graduate of Dartmouth College and Pratt Institute, founded the Firm in 1930. A man of high principles and determination, Mr. van Zelm believed that client satisfaction and quality design are essential to successful growth and repeat client business. This culture continues to be embraced by today's third and fourth generations of principals and staff. van Zelm's goal of engineering excellence continues today. Our designs must be responsive to each client's individual project needs. The Firm has always excelled in allowing its engineers and designers the freedom to utilize their talent and creativity in developing designs under the guidance and mentoring of those responsible for overall project management. The staff is encouraged to attend seminars, workshops, formal degree programs and continuing education classes.

What We Do:

Our solution-oriented designs are responsive to building system infrastructure requirements for healthcare, laboratory, academic, athletic, college/university, libraries, performing arts, historic and adaptive reuse, and office and institutional facilities. Our reputation in the building industry is for the successful design of complicated mechanical and electrical systems demanded by today's sophisticated buildings.

Our staff includes specialists in:

- Sustainable Design
- Alternative Technologies / Renewable Energy
- Energy Planning, Management & Conservation
- Photovoltaics and Solar Thermal
- Indoor Air Quality
- Environmental Control
- Building Management Systems
- Central Heating & Cooling Plant Design
- Computer Power & Data Transmission
- Contaminated Exhaust Systems
- Control Logic Design
- Integrated Controls Systems
- Fire Protection Systems
- Heat Recovery Systems
- Heating, Air Distribution & Refrigeration Systems
- Radiant Heating & Cooling
- High & Low Voltage Distribution Systems
- Lighting Systems
- Plumbing Systems
- Thermal Storage Systems
- Technology Systems
- Emergency and Stand-by Generation
- Combined Heat and Power Cogeneration
- Commissioning / Retro-Commissioning

Follow-through during construction and start-up is a major concern at van Zelm. We continue to work with the client after project completion to ensure adequate and reliable system performance.



VANZELM
ENGINEERS

VAN ZELM HEYWOOD & SHADFORD, INC.

FIRM PROFILE

How We Work:

van Zelm is structured under a “permanent team concept” within the structure of Practice Groups focused on the Corporate, Healthcare/Pharmaceutical, Academic, Power & Utility, Commissioning and Energy Planning & Management market sectors. Our teams consist of permanent members under the leadership of a project manager. This structure gives our clients the service level and focus of a small firm while providing the broad resource benefits of a large firm.

Two principals are assigned to each project. Within our Practice Groups, one principal serves as the principal-in-charge and the other as a backup principal. These individuals are generally of complementary disciplines, i.e., mechanical/electrical. This practice ensures principal continuity, enhances communication and provides greater technical depth. The project manager serves as the primary interface with the client.

Each team is made up of mechanical, electrical, plumbing and fire protection specialists. The key team members are totally responsible for all aspects and phases of their portion of the project, including field surveys, design, specifications and shop drawings. Once a team is assigned to a project, it remains with the project through completion. Construction Administration is provided by an experienced field engineer, under the leadership of the team’s project manager. Field engineering is responsible for cost verification, review of payment requisitions, and construction observation for adherence to plans and specifications, scheduling, change order requisitions, construction meetings and punch lists. All Field Engineering tasks are performed with the ongoing design team’s involvement.

Quality Engineering:

Continuous Quality Improvement is the responsibility of the entire van Zelm organization. We recognize that there is quality “in fact”, and quality “perceived.” Quality in fact is provided by hiring the best staff, providing them with ongoing training and education, and assigning our independent Quality Engineering Team to provide objective benchmark review of technical design, scope, budgets and schedule for each project.

Perceived quality can only be determined by our clients. To assess our performance in this area, we solicit input through written surveys, and conduct client focus meetings to determine client satisfaction. Through these candid meetings, important feedback is used to improve our performance. We continually look inward, reassessing and fine tuning our strategic philosophy, and changing to meet the demands of the times.

Corporate Citizenship

van Zelm has a tradition of charitable giving, making a special effort to support engineering education. The van Zelm Heywood & Shadford Inc. Scholarship has been established at the University of Hartford to assist the University’s College of Engineering in preparing students for entry into the profession. Recipients are selected based on strong academic performance, contributions to the student community and campus affairs and dedication to the engineering profession.

On an on-going basis, van Zelm participates in, and actively supports the ACE Mentor Program of Connecticut, and offers internships to college-level engineering students whenever possible.

van Zelm Heywood & Shadford also lends firm-wide support to the March of Dimes, an organization that has been working since 1938 to ensure that each generation of children has a healthy start in life.



Information Regarding: Disclosure, Failure to Complete and Litigation

- A. State whether any selectman or other officer, employee, or person who is payable in whole or in part from the Town currently has any direct or indirect personal interest in the Respondent. If so, describe the circumstances.

None

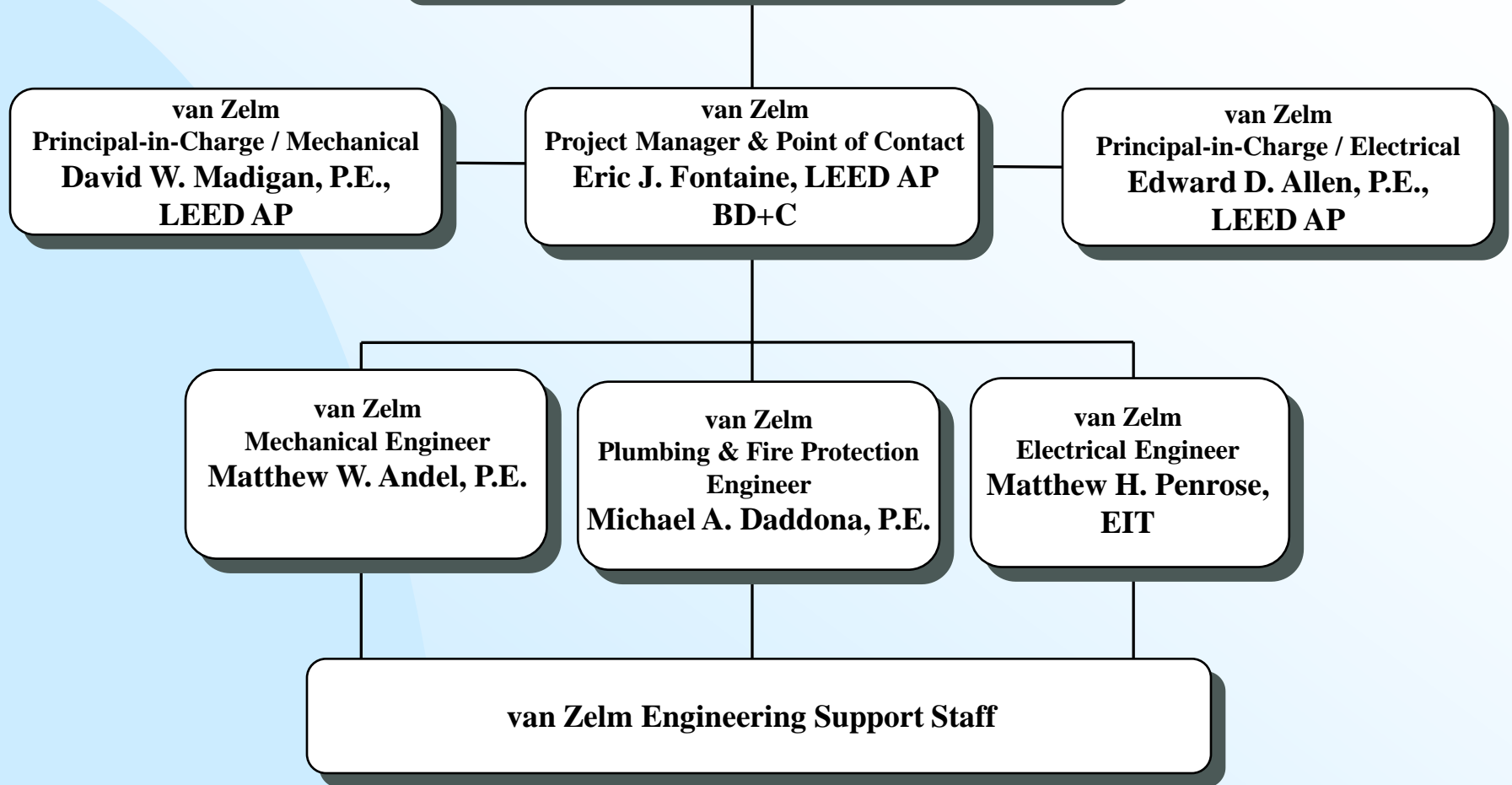
- B. State whether the Respondent or any of its employees or officers has been named as a defendant in any litigation brought as a result of any contract operations for operations and maintenance. If so, name the owner and describe the circumstances, including the outcome of the litigation.

None

- C. State whether the Respondent has ever been terminated, fired, or replaced on a project other than those contracts that have been terminated due to completion. If so, name the owner and describe the circumstances.

No

Town of Fairfield, CT



David W. Madigan, P.E., LEED AP
Senior Vice President

Professional Overview

Dave Madigan is a principal of van Zelm Heywood Shadford Inc. of Farmington, CT. van Zelm is a well-established mechanical and electrical consulting engineering firm that specializes in many areas of design.

A recognized expert on sustainable design, Dave has worked on numerous projects with high performance design objectives; of particular note is Dave's experience in the design and planning of high efficiency, sustainable laboratory facilities and the design and implementation of sustainable campus infrastructure and building energy conservation measures.

Education

Mr. Madigan holds an M.S. degree in Building Energy Engineering from University of Colorado and a B.S.C.E. from Villanova University.

Professional Registration

Mr. Madigan holds licenses as a Professional Engineer in the States of CT, NJ, RI, OH, VT, MI, ME, NH, and VA. He is also a LEED AP accredited professional.

Industry Associations

Mr. Madigan is a member of i²SL – International Institute for Sustainable Laboratories, AEE – American Society of Energy Engineers, ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers, NESEA – The Northeast Sustainable Energy Association, USGBC - U.S. Green Building Council, I²SL - International Institute of Sustainable Laboratories, APPA – Association of Higher Education Facilities Professionals and ASES – American Solar Energy Society.

Project Experience

Boston University Center for Student Services & Office Building
Harvard Allston New 550,000 SF LEED Platinum Engineering Center – Laser & Imaging Suite
Dartmouth College Center for Engineering & Computer Science (CECS)
Dartmouth College LEED Platinum Class of 1978 Life Sciences Building
Amherst College - New Science Center
UPenn, Vagelos Laboratory for Energy Sciences and Technology
Smith College, Ford Hall Science & Engineering
Tufts University New Science & Engineering Center & Campus Utility Master Planning
MIT New 209,000 SF LEED Gold Sloan School of Management

Edward D. Allen, P.E., LEED AP
Vice President

Professional Overview

Mr. Allen is a principal with van Zelm Heywood Shadford Inc., serving in this role since 2004. In addition to select project management and design activities, he serves the firm as Principal-In-Charge of Electrical Engineering Services, with particular expertise in the academic sector.

Ed has a broad background in engineering design and construction practices, with experience in both electrical and mechanical engineering design, application and analysis. Prior to joining the staff at van Zelm, Ed was the Owner and President of a local consulting engineering firm.

Ed has been a presenter to industry groups and clients on the subject of sustainable design and the LEED™ process for a number of years. He has been instrumental in the conceptual development, design, and project management of multiple high-performance buildings. His projects have achieved LEED™ Platinum and beyond Platinum recognition.

Education

Mr. Allen holds a B.S. degree from Lehigh University in Bethlehem, PA

Professional Registration

Mr. Allen holds licenses as a Professional Engineer in multiple states including: CT, MA, RI, VT, NH, ME, NY, and PA and has been a LEED™ AP – accredited professional since 2001.

Ed holds active memberships in: IEEE, BICSI, NFPA, NESEA, USGBC, CTGBC, and IESNA.

Project Experience

Kelly Middle School Expansion/Renovation, Norwich, CT
Samuel Huntington Elementary School, Norwich, CT
Bishop Elementary School, Norwich, CT
Prendergast Elementary School, Pre-K-2 Renovation/Addition, Ansonia, CT
Benjamin Jepson School K-8, New Haven, CT
New Norwalk High School, Norwalk, CT

Eric J. Fontaine, LEED AP
Associate - Team Leader

Professional Overview

Mr. Fontaine has extensive experience in project management, as well as in the design of building HVAC systems. Eric's design and project management experience includes new construction, expansion, and renovation for all types of facilities, with a specialization in colleges & universities. Eric has served as a designer and manager for multiple projects at Dartmouth College.

Mr. Fontaine's experience includes preparation of studies, design drawings, specifications, and cost estimates as well as design review and contract administration. As a project manager, Mr. Fontaine ensures that management of the production teams' preparation of mechanical and electrical contract documents is done with an emphasis on personnel and project schedules and budgets, ensuring that the best technical resource of the firm is made available to the client. Additional responsibilities include standards, procedures, quality control and contract administration.

Education

Mr. Fontaine holds a B.S.M.E. degree from the University of Hartford in Hartford Connecticut. He is a LEED – accredited professional.

Industry Associations

Mr. Fontaine is currently on the Board of Governors & a Chair of the Sustainability Committee of ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers. He is also a member of the U.S. Green Building Council (USGBC).

Project Experience

Dartmouth College, Center of Engineering and Computer Science (CECS)
Boston University Center for Student Services & Office Building
Dartmouth College, Thayer Dining Hall Renovations / Class of 1953 Commons
Noble and Greenough School, Castle Project and Dining Facility
Dartmouth College, Arthur L. Irving Institute for Energy & Society
Dartmouth College, Anonymous Hall Academic Renovation and Expansion
Dartmouth College LEED Platinum Class of 1978 Life Sciences Building
SUNY ESF, New LEED Platinum Gateway Building
Smith College, Ford Hall Science & Engineering
Amherst College, New Science Center
UPenn, Vagelos Laboratory for Energy Sciences and Technology
Lawrenceville School – Gruss Arts Center Expansion and Renovation

Matthew W. Andel, P.E.
Mechanical Consultant II

Professional Overview

Matthew W. Andel is a Mechanical Consultant having responsibility for mechanical systems, instrumentation, and control as well as supervisory control and data acquisition system architecture and sequence development.

Mr. Andel is proficient in thermodynamics, heat transfer and fluid mechanics and serves as a leader of preparing thermodynamic heat balances and cycle development for power plant and energy infrastructure systems. He is also active in techno-economic analysis for investment grade evaluation of capital projects.

In a prior assignment Mr. Andel was a Design Engineer with Zachry Nuclear Engineering (formerly Proto-Power), leading teams of up to ten engineers in analysis and design of complex thermal-fluid systems. His work included field survey and investigation of power plant and industrial facilities, and the use of engineering software tools for analysis, calculation, sizing and selection of equipment and systems for critical process systems, fire protection, industrial gases and HVAC systems.

Education

Matt holds an M.S. in Mechanical Engineering with a concentration in Thermal-Fluids from the University of Connecticut, Storrs, CT. Matt also holds a B.S. in Mechanical Engineering, concentration in Thermal-Fluids from Worcester Polytechnic Institute in Worcester, MA

Professional Registration

State of Connecticut – Licensed Professional Engineer
U.S. Nuclear Regulatory Commission – Senior Reactor Operator for 10-kilowatt open pool reactors for laboratories. (2002-2005)
FAA – Licensed Private Pilot

Industry Associations

Mr. Andel is currently a member of the American Society of Mechanical Engineers (former Chair and Vice Chair of the New London Section) and the American Society of Heating, Refrigeration, & Air Conditioning Engineers (ASHRAE).

Project Experience:

Dartmouth College, Arthur L. Irving Institute for Energy & Society
Dartmouth College, Anonymous Hall Academic Renovation and Expansion
Mount Holyoke, Creighton Residence Hall Facility
UPenn, Vagelos Laboratory for Energy Sciences and Technology
Dartmouth College, Center of Engineering and Computer Science (CECS)

Michael A. Daddona, P.E.
Senior Plumbing / Fire Protection Consultant I

Professional Overview

Mr. Daddona has over twenty years of experience in the building industry and the design of plumbing and fire protection systems for virtually all types of facilities. He specializes in the design of energy efficient plumbing systems. His designs also include life safety, fire protection and sprinkler design for complex facilities, i.e., academic, laboratory, commercial and office facilities.

Mike's recent academic design projects include the Dartmouth Life Sciences Facility, the Smith College Engineering and Molecular Science Center, the new Mount Holyoke Dormitory, the Wesleyan Allbritton Center renovation and the SUNY Environmental School of Forestry Gateway Building. Each of these projects was designed utilizing sustainable design principles and practices

Education

Mr. Daddona holds a B.S. degree in Architectural Engineering Technology from the Wentworth Institute of Technology and an A.S. in Computer Aided Drafting and Design from Waterbury State Technical College.

Professional Registration

Mr. Daddona holds a Professional Engineer license in the State of CT and his CPD – Certified in Plumbing Design Certificate in Connecticut.

Industry Associations

Mr. Daddona is a member of ASPE – American Society of Plumbing Engineers

Project Experience

Smith College, Ford Hall Science & Engineering
Dartmouth College LEED Platinum Class of 1978 Life Sciences Building
SUNY ESF, New LEED Platinum Gateway Building
Boston University Center for Student Services & Office Building
Amherst College, New Science Center
Noble and Greenough School, Castle Project and Dining Facility
Dartmouth College, Arthur L. Irving Institute for Energy & Society
Dartmouth College, Anonymous Hall Academic Renovation and Expansion
Dartmouth College, Thayer Dining Hall Renovations / Class of 1953 Commons
UPenn, Vagelos Laboratory for Energy Sciences and Technology

Matthew Penrose, EIT
Electrical Consultant II

Professional Overview

Matthew joined van Zelm in 2015, a recent college graduate and fresh from an internship at Eversource Energy. Since then he has passed the Fundamentals of Engineering examination in preparation of obtaining a Professional Engineering license.

Matthew is proficient in many different forms of electrical design involved in building infrastructure. He has designed power distribution systems, lighting fixture layouts, control systems, fire alarm systems, and low voltage systems to meet the requirements of building owners, local code requirements, and national and international standards. This involves coordination with mechanical, plumbing, and other non-electrical trades to ensure a proper design, which is aided by a proficiency in CAD and BIM programs such as AutoCAD and Revit. In addition, he is familiar with coordination and arc-flash calculation software such as SKM to ensure that the power distribution system is coordinated.

Matthew is familiar with energy code requirements from recent work, such as the Irving Institute at Dartmouth College, and strives to meet or exceed the expectations of the owner and architect on projects where energy consciousness or dark-skies consciousness are vital.

Education

Mr. Penrose holds a B.S. in Electrical and Computer Engineering from Worcester Polytechnic Institute.

Professional Registration

Mr. Penrose is currently studying to obtain a PE license in the state of Connecticut.

Industry Associations

Mr. Penrose is a member of IEEE – The Institute of Electrical and Electronics Engineers.

Project Experience

Dartmouth College – Thayer School of Engineering & Computer Science
Dartmouth College – Irving Institute
Dartmouth College – Dana/Anonymous Hall Renovation
Harvard University – Allston Science and Engineering Complex
Mount Holyoke College – Ham and Macgregor Dormitory Renovation
UPenn, Vagelos Laboratory for Energy Sciences and Technology

van Zelm Heywood Shadford, Inc. - Clients in Last 5 Years

Client Name	Contact	Contact Title	Telephone	Address	City	State	Zip
ADP Architecture	Anthony D. Paprocki, AIA, ADP Architecture, LLC	Principal Architect	617-304-3335	10 Tioga Way, Suite 3	Marblehead	MA	01945
AE DESIGN GROUP, LLC	Daniel S. LaMontagne	Principal Architect	(860) 621-9348	40 North Main Street	Southington	CT	06489
Air Temp	Richard Macierowski			360 Captain Lewis Drive	Southington	CT	06489
Amenta Emma Architects	Robert E. Swain, AIA	Principal	860-549-4725	242 Trumbull St	Hartford	CT	06103
American Green Fuels	Brian Kimmel, American Green Fuels, LLC	Plant Engineer	203-672-9028 x109	30 Waterfront Street	New Haven	CT	06512
Amherst College	Karla Youngblood - Mt. Holyoke College	Former	413-538-2418	50 College Street	South Hadley	MA	01075
Amherst College	Mark Andrews, RA NCARB - Amherst College	Capital Project Manager	413-542-5792	6 East Drive, P.O. Box 5000	Amherst	MA	01002-5000
Amherst College	Patrick Karalekas P.E., Amherst College	Manager of Central Utilities	413-542-5914	6 East Drive, PO Box 5000	Amherst	MA	01002-5000
AMITY HIGH SCHOOL	Stephen Martoni	Director of Facilities	(203) 397-4818	25 Newton Road	Woodbridge	CT	06525
Asante Energy	Michael Vance	Project Manager	646-530-0862				
Asnuntuck Community College	Mary Bidwell	Interim Dean of AMTC	(860) 253-3118	170 Elm Street	Enfield	CT	06082
Asnuntuck Community College	Joseph J Muller	Building Superintendent III	(860) 253-3055	170 Elm Street	Enfield	CT	06082
Atkin Olshin Schade	Mr. Samuel Olshin, AIA	Principal	215-925-7812	125 South Ninth Street, Ste 900	Philadelphia	PA	19107
Avon Old Farms School	Glenn Wilcox, Avon Old Farms School	Facilities Director	860-404-4262	500 Old Farms Road	Avon	CT	06001
Baker Design Group	Stephen Decatur			15 Walnut Street, 4th Floor	Wellesley	MA	02481
BAY PATH UNIVERSITY	Michael J. Giampietro	Vice President for Finance & Administrative Services	(413) 565-1251	588 Longmeadow Street	Longmeadow	MA	01106
Becker + Becker	Bruce Becker, Becker + Becker Associates, Inc.	President	(203) 292-4990	95 Reef Road	Fairfield	CT	06824
BEHNISCH ARCHITEKTEN	Matt Noblett	Partner	617-375-9380	125 Kingston St	Boston	MA	02111
Berkshire School	Tim Fulco, Berkshire School	Director of Physical Plant	(413) 229-1337	245 North Undermountain Road	Sheffield	MA	01257
Bowie Gridley Arch	Richard Salopek, AIA, DLR Group	Principal	215-925-7812	125 South Ninth Street, Ste 900	Philadelphia	PA	19107
Bristol Public Schools	Peter Fusco	Supervisor of Buildings and Grounds	(860) 584-7097	PO Box 450	Bristol	CT	06011
Bruner Cott	Jason Forney, Bruner Cott	Principal	617-823-9752	225 Friend Street, Suite 701	Boston	MA	02114

van Zelm Heywood Shadford, Inc. - Clients in Last 5 Years

Bruner/Cott Architects	Jason Jewhurst, Bruner Cott	Principal	617-492-8400	225 Friend Street, Suite 701	Boston	MA	02114
CBRE	Corrie Brindamour, CAPM, CMIT	Project Manager	860-547-3662	One Hartford Plaza, HOGI-140	Hartford	CT	06115
CENTERBROOK	Chad Floyd	Partner	860-767-0175	67 Main Street, P.O. Box 955	Centerbrook	CT	06409
Charter Realty & Development Corp	John B. Ireland			65 Memorial Road	West Hartford	CT	06107
Chase Enterprises	Robert Cirinna, Chase Enterprises	Facility Manager	860-293-4311	157 Church Street	New Haven	CT	6510
Chase Enterprises	Charles Meyer, Chase Enterprises	Property Manager		157 Church Street	New Haven	CT	06508
CHK	Rich Kaiser	Managing Partner	860-651-3777	573 Hopmeadow Street, P.O. Box 95	Simsbury	CT	06070
CHK Architects	Chris Foster	Associate	860-651-3777	573 Hopmeadow Street	Simsbury	CT	06070
Choate	Steve Cahoon	Manager of Energy Management Systems and Project Management	203-697-2991	333 Christian Street	Wallingford	CT	06492-3800
Choate Rosemary Hall	James Ferranti		203-697-2824	333 Christian Street	Wallingford	CT	06492
City Of Bristol	Roger D. Rousseau, Purchasing Agent		860-584-619	111 North Main Street	Bristol	CT	06011
City of Bristol	David Oakes			111 North Main Street	Bristol	CT	06010
City of Bristol	Timothy Callahan	Project Manager	(860) 584-7086	129 Church Street	Bristol	CT	06010
City of Bristol	Peter Fusco	Supervisor of Buildings and Grounds	(860) 584-7097	PO Box 450	Bristol	CT	06011
City of Danbury	Charles J. Volpe Jr	Purchasing Agent	(203) 797-4571	155 Deer Hill Avenue	Danbury	CT	06810
CITY OF HARTFORD	Frank Dellaripa, P.E.	City Engineer/Assistant Director		550 Main Street	Hartford	CT	06103
CITY OF HARTFORD	Glenn E. Geathers	Neighborhood Development Specialist II	(860) 757-9075	250 Constitution Plaza, 4th Floor	Hartford	CT	06103
City of Hartford, DPW	Frank Dellaripa	City Engineer/Assistant	(860) 757-9975	50 Jennings Rd	Hartford	CT	06120
City of New Britain	Raymond L. Moore	Owners Rep	(860) 301-1156	272 Main Street	New Britain	CT	06050
CITY OF WATERBURY	Kevin McCaffery	Director of Purchasing	(203) 574-6747	235 Grand Street	Waterbury	CT	06702
Connecticut DAS	Kevin Jackson, Dept of Administrative Services	Project Manager		450 Columbus Blvd, 12th Floor, North Tower	Hartford	CT	06130
Connecticut DAS	Ashour Gevargisnia, PE, State of CT	Electrical Engineer/Asst. PM	860-713-5639	165 Capitol Avenue, Room 453	Hartford	CT	06106
Connecticut DAS	Lisa Humble	Project Manager	860-797-5305	450 Columbus Blvd, Suite 1201	Hartford	CT	06103
Connecticut DAS	Eric Lassne	Facilities Operations	203-392-6050	615 Fitch St	Hamden	CT	06514

van Zelm Heywood Shadford, Inc. - Clients in Last 5 Years

Connecticut DAS/DCS	Ronald Wilfinger, DAS Div of Construction Services	Project Manager		450 Columbus Blvd, Suite 1201	Hartford	CT	06130
Connecticut DAS-DCS	Peter McClure, Dept of Administrative Services	Project Manager		450 Columbus Blvd, 12th Floor, North Tower	Hartford	CT	06103
Connecticut DAS-DCS							
Connecticut DAS-DCS	Lisa Humble, State of CT, Dept. of Construction Services	Project Manager	860-797-5305	450 Columbus Blvd, Suite 1201	Hartford	CT	06103
Custom Electric	Eric Lassne	Facilities Operations	203-392-6050	615 Fitch St	Hamden	CT	06514
Custom Electric	Thomas Adamson, Custom Electric		860-643-7110	52 Main Street	Manchester	CT	06040
Cutler Design Inc.	Michael Bass	Principal	508-757-7500	43 Harvard Street	Worcester	MA	01609
D.E. Shaw	Eric Hoff	Project Manager	212-478-0040	1166 Ave of the Americas, 9th Floor	New York	NY	10036
Dartmouth College	Patrick O'Hern	Director of Facilities	603-646-2780	6111 McKenzie Hall-HB 6111	Hanover	NH	03755
DCAMM	Mark Tisa, PhD, MBA, MA Division of Fisheries and Wildlife	Deputy Director, Field Operations	(508) 389-6363	1 Rabbit Hill Road	Westborough	MA	01581
Dialysis Clinic, Inc.	James Reid, Uconn Dialysis, Inc.	Area Operations Director, Dialysis Clinic, Inc.	860-678-1459	270 Farmington Avenue, Suite 160	Farmington	CT	06032
Diamond State Engineering	Thomas J. Hartley, P.E., Diamond State Engineering	President		3588 Peachtree Run Road	Dover	DE	19901
East Lyme Public Schools	Maryanna Stevens	Director of Finance	(860) 739-3966	165 Boston Post Rd	East Lyme	CT	06333
Easthampton Savings Bank	Carlos Costa	Facilities	(413) 779-2415	36 Main Street	Easthampton	MA	01027
EDM	Tim Eagles, AIA, EDM Architecture	Principal	888-336-6500	45 South Main Street	Unionville	CT	06085
Entegris	Thomas DeVore, Entegris		203-794-1110	7 commerce Dr	Danbury	CT	06810
Fairfield Public Schools	Angelus Papageorge	Executive Director of Maintenance and Facilities	(203) 255-8373	3400 Fairfield Ave	Bridgeport	CT	06605
Fairfield Public Schools	Joseph J Muller	Building Superintendent III	(860) 253-3055	170 Elm Street	Enfield	CT	06082
Framework Properties	Ian Rasch, Framework Properties			P.O. Box 628	Great Barrington	MA	01230

van Zelm Heywood Shadford, Inc. - Clients in Last 5 Years

Francis Cauffman Architects	Jay Hallinan	Associate	860-328-1959	40 Worth St Suite 300	New York	NY	10013
Gensler Architects	Mrs. Kristin Kreppner	Associate	(404) 507-1000	999 Peachtree Street NE; Suite 1400	Atlanta	GA	30309
Glaxo Smith Kline	Thomas E. Beebe, Arcadis	Project Manager	860-262-4901	36 East Industrial Road	Branford	CT	06405
GoLogic	Matthew O'Malia, GoLogic / OPAL		207-338-1566	137 High Street	Belfast	ME	04915
Goody Clancy	Roger Goldstein	Principal	617-262-2760 ext. 537	420 Boylston Street	Boston	MA	02116
Greater New Haven Water Pollution Control Authority							
Greens Farms Academy	Daniel Phillips - Colliers International	Senior Project Manager	860-395-0055 x117	135 New Road	Madison	CT	06443
Griffin Hospital	Tom Russo	Facility Director	203-732-7426	130 Division Street	Derby	CT	06418
Grunberg Management, LLC.	Courtney Alberti	Facility Manager	860-525-6239	280 Trumbull Street, 15 FL,	Hartford	CT	6103
HAI Architecture	Rick Katsanos	Principal	413-585-1512	64 Gothic St, Suite 1	Northampton	MA	01060
Hamilton Sunstrand	Catherine Ellithorpe, SLAM	Associate Principal	860-368-4223	80 Glastonbury Blvd	Glastonbury	CT	06033
Hartford Courant	Fritjof Pameijer	Facilities Operations		285 Broad St	Hartford	CT	06115
Hartford Health Care - Hospital of Central Conn	Joseph N. Maglio, Jr., Hartford Healthcare - HoCC	Facilities Operation Manager		100 Grand Street	New Britain	CT	06050
Hartford Healthcare	Mr. Ori Clare, PMP,M, H3W Project Management Office (PMO)	Senior Project Manager		560 Hudson Street, ERD, Rm841	Hartford	CT	06102
Hartford Hospital	Nick Marziale, Hartford Hospital	Associate Director		80 Seymour Street	Hartford	CT	06102
Henkel Corp	Tony Femc, Henkel	Manager, Facilities Engineerings	860-200-9932	One Henkel Way	Rocky Hill	CT	06067
HIG	Corrie L. Brindamour	Project Manager	860-547-3662	1 Hartford Plaza	Hartford	CT	06155
HIG	Rhonda Smith	Project Manager	860-547-2560	690 Asylum Avenue; HOGL- 140	Hartford	CT	06155
HIG	Ann Marie Vecchione, The Hartford			690 Asylum Avenue	Hartford	CT	06115
Hoffman Architects	Steven J. Susca, PE	Senior Engineer	(203) 239-6660	2321 Whitney Avenue	Hamden	CT	06518
HOFFMANN ARCHITECTS	Benjamin Robinson, AIA			2321 Whitney Avenue	Hamden	CT	06518

van Zelm Heywood Shadford, Inc. - Clients in Last 5 Years

Hoffmann Architects	Arthur L. Sanders, Hoffmann Architects, Inc.			2321 Whitney Avenue	Hamden	CT	06518
Hoffmann Architects	Steven J. Susca, PE	Senior Engineer	(203) 239-6660	2321 Whitney Avenue	Hamden	CT	06518
Holy Family Shelter	Bonnie Reilein, Holy Family Home and Shelter, Inc.	Executive Director		88 Jackson St, P.O. Box 884	Willimantic	CT	06226
Hotchkiss School	John Bryant	Director of Building and Grounds	860-435-2591	11 Interlocken Road, P.O. Box 800	Lakeville	CT	06039
id3A Architecture	Stevanie Demko	Principal	860-657-2500	655 Winding Brook Drive	Glastonbury	CT	06033
Infinity Group	Blake Leonard, Infinity Group	Project Director	860-726-9384	68 East Dudley Town Road	Bloomfield	CT	06002
Jackson Ryan	Dan Smith	Vice President	228-380-0904	1200 Haliday Avenue West	Suffield	CT	
Jahnke Architects	Jeff Jahnke, Jahnke Architecture, LLC		860-523-4088	91 Warrenton Avenue	Hartford	CT	06105
Jahnke Architects	Breck Macnab, Jahnke Architects		860-523-4088	91 Warrenton Avenue	Hartford	CT	06105
JFW, Inc.	Edward Brennan, Avon Old Farms School	Assistant Facilities Director	860-404-4150	500 Old Farms Road	Avon	CT	06001
Kaestle Boos Associates	Brian Solywoda, KBA		860-220-0361	416 Slater Road, P.O. Box 2590	New Britain	CT	06053
Kaestle Boos Associates	Paul Dominov, AIA, KBA	Principal	860-229-0361	416 Slater Road	New Britain	CT	06050-2590
KC Architects LLC	Kathyann M. Cowles, AIA, KC Architects, LLC	Principal	860-995-4584	501 Main Street	Glastonbury	CT	06073
Kieran Timberlake	ANDREW CRONIN, Kiernan Timberlake Architects	Principal	1-215-922-6600	841 NORTH AMERICAN STREET	Philadelphia	PA	
Lavallee Brensinger Architects	Eric Giuliano	Project Manager	617-398-2045	99 Bedford Street	Boston	MA	02111
Lavallee/Brensinger Architects	Ben Tatane, Lavallee Bresinger		(617) 398-2035 x 210	99 Bedford Street	Boston	MA	02111
Lavallee/Brensinger Architects	Ms. C. Ginger Desmond			99 Bedford Street	Boston	MA	02111
Leers Weinzapfel	LWA/Josiah Stevenson	Principal	617-982-0903	Suite 301, 75 Kneeland Street	Boston	MA	02111
Leggat McCall Properties	Michael Noll, Leggat McCall Properties	Senior Project Manager	617-422-7034	10 Post Office Square	Boston	MA	02109-4603
Lenard Engineering, Inc	Jim Ericson, Leonard Engineering	VP of Construction & Design	860-659-3100	2210 Main Street	Glastonbury	CT	06033
Little Sisters of the Poor	Michael Fauteux	Facility Maint. Supervisor	860-741-0791	1365 Enfield St	Enfield	CT	06082

van Zelm Heywood Shadford, Inc. - Clients in Last 5 Years

Macchi	Michael Plickys, Macchi Engineers		860-549-6190	44 Gillett Street	Hartford	CT	06105
Macchi	Herb May, Macchi Engineers	Chief Civil Engineer	860-549-6190	44 Gillett Street	Hartford	CT	06105
Macchi Engineers	Doug Camp	Principal Engineer	860-549-6190	44 Gillett Street	Hartford	CT	06105
Mark Sorosiak	Mark Sorosiak			P.O. Box 392	Morris	CT	06763
Massachusetts School Building Authority	Greg Brunell	Senior Project Manager	(617) 720-4466	40 Broad Street, Suite 500	Boston	MA	02109
Moser Pilon Nelson	Jim Bell	Principal	860-677-4594 x28	195 Scott Swamp Rd	Farmington	CT	06032
Mt Holyoke College	Richard Bigelow, Mt. Holyoke	Chief Engineer	413-538-2369	50 College street	South Hadley	MA	01075
New Canaan Public Schools	Dan Brown	Facilities Manager	203-594-4200	54 Little Brook Road	New Canaan	CT	06840
New Opportunies of Waterbury	Michael Gurecka, New Opportunities, Inc.			232 N. Main Street	Waterbury	CT	06702
Newman Architects	Jose Hernandez	Principal	203-772-1990	300 York Street, Rear	New Haven	CT	06511
Newman Architects	Howard Hebel	Associate Principal	203-772-1990	300 York Street	New Haven	CT	06511
Newman Architects	A. Brooks Fischer, AIA	Principal	203-772-1990	300 York Street, Rear	New Haven	CT	06511
Nichols College	Robert LaVigne	Vice President for Operations	(508) 213-2217	124 Center Road	Dudley	MA	00571
Norwich Public Schools	Matthew Brown, Norwich Pub Schl	Supervisor - Facilities		526 East Main Street	Norwich	CT	06340
Oliver Wolcott Library	Ann Marie White	Library Director	(860) 507-8030	160 South Street	Litchfield	CT	06759
OPAL	Global, LLC	Managing Partner	207-640-6300	137 High Street	Belfast	ME	04915
ORACLE	Diane Reichert, Oracle	Building Site Manager	(203) 703-4654	900 Long Ridge Road	Stamford	CT	06902
Oudens EIllo Architecture, LLC.	Conrad EIllo, Oudens EIllo Architecture, LLC	Principal	617-422-0980	46 Waltham Street, Suite 4A	Boston	MA	02118
P&S CONSTRUCTION, INC.	Simoni Patel	Project Manager	(978) 452-3782	11 School Street	North Chelmsford	MA	01863
P&W	Kimberly Fox, Pratt & Whitney			1 Aircraft Road	Middletown	CT	06457
Paradigm Properties	Cindy Huveltdt, Paradigm Properties	Regional Manager		185 Asylum Street	Hartford	CT	06103
Paulista LLC	Vanessa Rangel	Project Manager	(203) 900-1160	17 Meadowcroft Lane	Greenwich	CT	06830
Payette	Mr. Mark Oldham	Principal	617-895-1000	290 Congress Street, 5th Floor	Boston	MA	02210
Pilot House Properties	Marcia Gordon	VP Property Management	617 854 3130	Pilot House, Lewis Wharf	Boston	MA	02110
Pratt & Whitney	Kimberly Fox, Pratt & Whitney	Facilities and Services	860-565-6464	400 Main Street, M.S. 102-11	East Hartford	CT	06118
Pratt & Whitney	Kathy Cowles, KC Architects	Principal	(860) 995-4584	501 Main Street	South Glastonbury	CT	06073





van Zelm Heywood Shadford, Inc. - Clients in Last 5 Years

Pratt & Whitney	David Pariseault,	Sr. Project Manager	860-557-3631	400 Main Street, MS 102-18	East Hartford	CT	06118
Pratt & Whitney	Mr. John Nicastro, P&W	Project Manager	860-343-2823	1 Aircraft Road	Middletown	CT	06457
ProjX, LLC	Ira Chilton	Project Manager	615-277-1178	507 Heather Place	Nashville	TN	37204
QA&M Architecture	Steve Wellington, Paragon Medical	Project Manager	860-621-7358	75 Aircraft Road	Southington	CT	06489
QA&M/Moser Pilon Nelson	Jim Bell	Principal	860-677-4594 x28	195 Scott Swamp Rd	Farmington	CT	06032
RM Bradley	David Fagone, RPA, R.M. Bradley	President, Chief Operating Officer	860-278-2040	One Financial Plaza	Hartford	CT	06013
RM Bradley Property Management	Robert Merrick	Property Manager	(860) 519-8264	225 Asylum Street	Hartford	CT	06103
Robert Berkmoes - James T Kay Co.	Robert Berkmoes, James T. Kay Company	VP	203-634-3113	766 North Colony Road	Meriden	CT	06450
Rogers Ferris Partners	Jake Watkins, AIA - Roger Ferris & Partners	Director	203-222-4848	11 Wilton Road	Westport	CT	06880
Saint Francis Medical Center	Vincenzo LaPira, St. Francis Hospital and Medical Center	Facilities Maintenance Manager		114 Woodland Street	Hartford	CT	06105
SASAKI	Ms. Carla Ceruzzi			64 Pleasant Street	Watertown	MA	02472
Sasaki	Justin Finnicum, AIA			64 Pleasant Street	Watertown	MA	
Sasaki	Ms. Ivelisse Otero			64 Pleasant Street	Watertown	MA	02472
Sasaki Architects	Julia Carlton Mackay			64 Pleasant Street	Watertown	MA	02472
Sasaki Associates	Vinicius Gorgati	Principal	617-923-7110	64 Pleasant Street	Watertown	MA	02472
Sasaki Associates	Ms. Marta Guerra			64 Pleasant Street	Watertown	MA	02472
schwartz silver architects	Angela Ward Hyatt, AIA, schwartzsilver	Principal	857-449-0699	75 Kneeland Street	Boston	MA	02111
SGS Metro LLC	Judy Perlman, Freemont Management, LLC	Property Manager		65 LaSalle Road, Suite 202	West Hartford	CT	06107
Simsbury, Town Of	Jeff Shea, Town of Simsbury		860-651-5950	933 Hopmeadow Street	Simsbury	CT	06070
SLAM	Fred Saehrig			80 Glastonbury Blvd.	Glastonbury	CT	06033-4415
SLAM	Ms. Terri Frink			80 Glastonbury Blvd.	Glastonbury	CT	06033-4415
SLAM Collaborative	Donald Crowe, AIA	Principal	860-657-8077	80 Glastonbury Blvd.	Glastonbury	CT	06033
SLAM Collaborative	Robert Pulito, AIA	Principal	860-657-8077	80 Glastonbury Blvd.	Glastonbury	CT	06033
SLAM Collaborative	Rich Connell, AIA	Principal	860-657-8077	80 Glastonbury Blvd.	Glastonbury	CT	06033
State of CT Department of Mental Health & Addiction Svcs.	Loretta Eisler	Project Supervisor	860-262-5302	1000 Silver St	Middletown	CT	06457
The Hartford	Steven Moshier	Projects Director	860-547-5532	690 Asylum Avenue	Hartford	CT	06115
Town of Bloomfield	Karen DePersia, CSG	Senior Project Manager	860-878-0337	P.O. Box 271860	West Hartford	CT	06127
Town of Simsbury	Burke LaClair	Business Manager	860-651-3365	933 Hopmeadow Street	Simsbury	CT	06070





van Zelm Heywood Shadford, Inc. - Clients in Last 5 Years

UBS AG							
VA BOSTON HEALTHCARE	John Cullen	Engineering Manager	508-583-4500	940 Belmont St.	Brockton	MA	02301
VA CONNECTICUT HEALTHCARE SYSTEM	Earnest De Borja	Project Manager	203-932-5711 x2049	950 Cambell Avenue	West Haven	CT	06516
VA CT	Vincent Dipilato	Project Manager	203-932-5711	950 Campbell Avenue	West Haven	CT	06516
VA CT	Tamye Molinaro	Contracting Officer	203-932-5711 x3881	950 Campbell Avenue	West Haven	CT	06516
VA CT	Judith Ruggiero	Contracting Officer	401-273-7000 ext. 21583	623 Atwells Ave. Uncas Bldg.	Providence	RI	02909
VA CT	Robin Gangemi	Project Manager	203-932-5711 x2394	950 Campbell Avenue	West Haven	CT	06516
VA CT Healthcare Systems	Vincent Dipilato	Project Manager	203-932-5711	950 Campbell Avenue	West Haven	CT	06516
VA Prov	Ray Picard	Project Manager	401-459-4760 x21552	623 Atwell Ave	Providence	RI	02909
VT AGENCY OF TRANSPORTATION	Nicholas Van Den Berg, P.E./Vtrans	Materials Manager	(802) 828-6930	2178 Airport Road, Unit B	Berlin	VT	05641
Wilson/HGA	Bill Wilson	Partner	617-366-1801	374 Congress Street	Boston	MA	02210
Wiss, Janney, Elstner Associates, Inc.	Wiss Janney Elstner; Remo Capolino, PE	Principal	203-944-9424	2 Trap Falls Rd - Suite 502	Shelton	CT	06484



Similar Boiler Projects Completed within the last 5 years

Photo	Project Title	Description	Contact
	<p>Norwich Public Schools, Teachers Memorial Global Studies Magnet Middle School</p>	<p>Replacement of existing hot water cast iron boilers with gas-fired boilers and associated upgrades to hot water heating system.</p>	<p>Mr. Matthew Brown Norwich Public Schools, 526 East Main Street, Norwich CT 860-859-5015</p>
	<p>City of Norwich Stanton Elementary School Boiler Replacement Engineering Services</p>	<p>Mechanical and Electrical Engineering and Construction Administration services for the replacement of the boilers at the school the scope assumes replacement of the existing, hot water boilers, pumps and controls with sufficient mechanical and electrical infrastructure capacity to support the proposed work</p>	<p>Mr. Robert Castronova - City of Norwich Purchasing Department Norwich City Hall 100 Broadway Norwich, CT 06360 860-823-3706</p>
	<p>St. Josephs Residence MEP Evaluation</p>	<p>MEP Evaluation</p>	<p>Michael Fauteux St. Josephs Residence 1365 Enfield Street Enfield, CT 06082 860-741-0791</p>
	<p>Mt Holyoke College Ham & MacGregor Boiler Redesign</p>	<p>Boiler Redesign</p>	<p>Mr. Richard Bigelow Mt. Holyoke College, 50 College Street, S. Hadley, MA 01075 413-538-2369</p>




Similar Boiler Projects Completed within the last 5 years

	<p>Griffin Hospital Boiler Replacement</p>	<p>Boiler Replacement & associated work</p>	<p>Mr. Tom Russo Director of Facilities Mgmt Griffin Hospital, 130 Division St, Derby, CT 06418 203-735-7421</p>
	<p>Stafford Community Center Boiler Replacement</p>	<p>Engineering Services related to the Boiler & Oil Tank Replacement Project for the Stafford Community Center</p>	<p>Mr. Bruce Davis, Facilities Supervisor Town of Stafford 1 Main Street Stafford Springs, CT 06076 860-684-1789</p>
	<p>Pilot House HVAC & Roof Modifications</p>	<p>The Pilot House is a 50,000 square feet Class A office building in Boston. van Zelm Engineers replaced the existing heating hot water boilers with high efficiency condensing hot water boilers and added an energy recovery unit as well. This led to a significant energy savings and carbon footprint reduction.</p>	<p>Ms. Marcia Gordon The Pilot House, Lewis Wharf, Boston, MA 02110 617-854-3130</p>
 <p><i>Saxe Middle School</i></p>	<p>New Canaan Public Schools New Canaan PS Boiler Room Equipment Assessment Elementary & Middle School</p>	<p>Provide boiler room equipment condition assessment and recommendations for the feasibility of replacing existing boilers with condensing boilers at the three elementary schools and Saxe Middle School</p>	<p>Mr. Daniel W. Clarke, Facilities Manager New Canaan Public Schools 39 Locust Avenue New Canaan, CT 06840 203-822-3162</p>




Similar Boiler Projects Completed within the last 5 years

	<p>350 Church St New Chiller & Boiler Plants Study</p>	<p>Mechanical, Electrical, Civil, Structural Engineering and Architectural services associated with the design and construction administration for mechanical and electrical upgrades at 350 Church Street. Scope includes: new chilled water plant, new hot water boiler plant, new cooling towers, electrical service modifications, plumbing and fire protection.</p>	<p>Judy Perlman, Property Manager Freemont Management, LLC 65 LaSalle Road, Suite 202 West Hartford, CT 06107 860-232-9100</p>
	<p>“Confidential Corp. Client” North Plaza Penthouse Boiler Replacement</p>	<p>To provide MEP Engineering Services to replace the existing hot water boilers located in the North Plaza Penthouse. Our research indicates that the vast majority of the North Plaza load is designed for 105°F hot water while the boilers are generating 200°F hot water. There are considerable efficiency gains available if the design for the boiler replacement includes modifications to the limited 200 degree equipment to allow for the whole plant to function at low temperature. This proposal includes that effort. van Zelm Heywood & Shadford, Inc. will provide MEP Study, Design & C.A. Services.</p>	<p>“Confidential Corp. Client”</p>



Similar Boiler Projects Completed within the last 5 years

	<p>“Confidential Corp. Client” Farmington Ave Boiler & AHU Replacement</p>	<p>To provide MEP Engineering Services to replace the existing boilers at Farmington Ave. The system currently in place utilizes steam boilers which supply steam to radiators & to a heat exchanger making hot water for the air handling systems. Included in this proposal is an evaluation to determine if the steam radiators can be converted to hot water allowing high efficiency hot water boilers to replace the steam boilers.</p>	<p>“Confidential Corp. Client”</p>
	<p>Lawrenceville School D & A Heat Pump Plant Location</p>	<p>Services required to support revising the new heat pump plant location and Emergency Generator from the existing Boiler Plant to the Dining and Athletic Complex</p>	<p>Mr. Vinicius Gorgati, AIA, Principal Sasaki Associates 64 Pleasant Street Watertown, MA 02471 617-923-7110</p>
	<p>Mt Holyoke College Boiler Installation Ham & McGregor Dormitories</p>	<p>Local gas-fired boilers installation at Ham and MacGregor dorms, detach dorms from existing campus distribution hot water heating systems</p>	<p>Mr. Richard Bigelow Mt. Holyoke College, 50 College Street, S. Hadley, MA 01075 413-538-2369</p>

Similar Boiler Projects Completed within the last 5 years

	<p>Hartford Health Care - Boiler MACT Compliance Engineering Support HCC/BM/MSMC</p>	<p>Provide Mechanical, Electrical and Energy Engineering Services to Hartford HealthCare (HHC). Energy Assessment portion of a report under the USEPA Area Source Boiler Rule, for existing boilers to comply with Maximum Achievable Control Technology (MACT), at the following campuses:</p> <ul style="list-style-type: none"> • The Hospital of Central Connecticut, 100 Grand Street, New Britain • Bradley Memorial Hospital, 81 Meriden Avenue, Southington • MidState Medical Center, 435 & 455 Lewis Avenue, Meriden 	<p>Joseph N. Maglio, Jr Facilities Operations Manager Hartford HealthCare – The Hospital of Central Connecticut 100 Grand Street New Britain, CT 06050</p>
	<p>Avon Old Farms School Boiler Expansion Tank</p>	<p>Perform a field evaluation of boiler plant current operating parameters and provide a summary of findings and make recommendations to prevent future expansion tank bladder failures.</p>	<p>Mr. Glenn Wilcox Facilities Director Avon Old Farms School 500 Old Farms Road Avon, CT 06001 860-404-4262</p>
	<p>CT DAS-DCS Northwestern CT Community College Replace Boilers & Breaching</p>	<p>This project will serve to replace two aged inefficient natural gas and oil-fired boilers with high efficiency single fuel natural gas boilers, having capability to operate in condensing mode. The existing oil fuel system will be decommissioned and removed.</p>	<p>Mr. John Nolan, Jr Project Manager/Building Official DAS/Division of Construction Services 450 Columbus Blvd 12th Floor Hartford, CT 06103 860-713-5838</p>

Similar Boiler Projects Completed within the last 5 years

	<p>VA CT Newington Boiler Efficiency Improvements</p>	<p>Mechanical and Electrical Design, Construction Administration and Commissioning services to provide a design for replacement of the main condensate return vacuum pump at the boiler plant serving the Newington Campus of VA Connecticut Healthcare System</p>	<p>Judith Ruggiero, Contracting Officer 623 Atwells Ave. Uncas Bldg., Providence, RI 02909 401-273-7000 ext. 21583</p>
	<p>VA Boston Jamaica Plain Boiler Replacement</p>	<p>Mechanical and electrical engineering design and construction administration services for the Boiler Replacement Phase 2 Project at the VAMC Jamaica Plain in Boston, MA</p>	<p>John Cullen, Engineering Manager 940 Belmont Street, Brockton, MA 02301 508-583-4500</p>

PUBLIC ELEMENTARY SCHOOLS



Benjamin Jepson School
New Haven, CT

This new, stand-alone K-8 Magnet school of approximately 100,000 SF is designed for five hundred (500) students and includes classrooms, cafeteria/kitchen, library/media center, performance space, gymnasium, pool, lockers, and administrative spaces. The project has been designed using sustainable principals and practices. (Although LEED Certification is not being sought)



Prendergast Elementary School Pre-K-2 Renovation and Expansion
Ansonia, CT

The renovation and expansion of Prendergast School includes the addition of ten classrooms, approximately 1,000 SF each, a book storage area and a cooking area including stove, refrigerator, sink and storage for student cooking projects. Each classroom is wired for TV and computer work and includes six student centers and a teacher workstation. Renovated areas include: special education, 3-station computer classroom, art, music, media center, gym, office, cafeteria/kitchen/dining area and the health suite.



Mead Elementary School Renovation and Expansion
Ansonia, CT

The Mead Elementary School includes grades 3 through 5, and houses 550 students. The entire facility will be air conditioned and handicapped accessibility will be upgraded. The addition will accommodate four additional classrooms and include science labs and a greenhouse, a media center and lab and a multi-use cafeteria.



Cherry Brook Elementary School
Canton, CT

Renovation of existing 20,000 SF elementary school and design of new 38,000 SF addition. Mechanical and electrical infrastructure design includes state of the art audio/video communication systems, power distribution systems and energy efficient lighting.



Whiting Lane School
West Hartford, CT

The addition provides for an additional 25,000 SF and eliminate portable classrooms. It will include ten classrooms, rooms for art, music and special education and core facilities for 500 students. Renovation to the existing school includes code update, lighting improvements, heating system repairs with an emphasis on energy management and fire protection system design.



Beecher School
Woodbridge, CT

Renovation and expansion to 120,000 SF K-1 through 6 grammar school. An addition of 20,000 SF includes additional classrooms, cafeteria, kitchen and new locker rooms. A total upgrade to the HVAC system was designed to support the expansion and upgrade the existing infrastructure.

PUBLIC ELEMENTARY SCHOOL EXPERIENCE CONTINUED:



Chaplin Elementary School **Chaplin, CT**

New construction for the \$6.5 Million elementary school included the design of state of the art audio visual, media center, computer room, classroom and administrative offices. In addition to the mechanical and electrical infrastructure design, site utility design was completed.



Frisbie Elementary School **Wolcott, CT**

The 25,268 S.F. addition included 4 new regular classrooms, a new gym, music and art rooms, an administrative office and health suite and a redesigned entrance to the school. Major renovations to the 13,252 S.F. existing facility included the retrofit of the cafeteria into a library resource center and full size computer lab, the conversion of the gym into a kitchen/cafe/multi-purpose room with music platform, a teacher's prep room, special services suite for reading, speech, psychologist, social work and parent conferences.



Plymouth Center School **Plymouth, CT**

25,000 SF renovation and 50,000 SF addition serves students K through 5. Spaces include a new gymnasium and additional classrooms in the 2-story addition. Sophisticated security, public address, and clock systems are incorporated into the mechanical and electrical infrastructure.



“The Learning Corridor” **Hartford, CT**

The Learning Corridor for the SINA Group in the City of Hartford is a 15-square block neighborhood creating a unique campus. The complex includes the design and construction of a Montessori School, a Middle School and a Regional High School and a Commons Building.

Montessori School

60,000 gsf school including classrooms, special needs spaces, music, parent/teacher/visitor learning center, gymnasium, auditorium, multi-purpose room and cafeteria to seat 150 people.

Additional Public Elementary School Experience Locations:

Simsbury Schools, Simsbury, CT
Trumbull Schools, Trumbull, CT
Center Elementary School, Old Lyme, CT
Mile Creek Elementary School, Old Lyme, CT
Lyme Consolidated Elementary School, Lyme, CT
Westport Elementary School, Westport, CT
Windsor Elementary Schools, Windsor, CT
Torrington Elementary School, Torrington, CT
Samuel Huntington Elementary School, Norwich, CT
North Stonington Elementary School, North Stonington, CT
Mashantucket Pequot Child Development Center, Ledyard, CT
East Haddam Elementary School, East Haddam, CT
Farmington Upper Elementary School, Farmington, CT

Watertown Schools, Watertown, CT
Lewin G. Joel School, Clinton, CT
Brooklyn Schools, Brooklyn, CT
Norwich Public Schools, Norwich, CT
Redding Elementary School, Redding, CT
Bishop Elementary School, Norwich, CT
Haddam Elementary Schools, Haddam, CT
Hebron Elementary School, Hebron, CT
Gilead Hill Elementary School, Hebron, CT
Coventry Grammer School, Coventry, CT
Wallingford School System, Wallingford, CT
Avraham Pierson School, Clinton, CT
Green's Farm Elementary School, Westport, CT

PUBLIC MIDDLE SCHOOLS



Waterbury Magnet School

Waterbury, CT

The 175,000 S.F. school will serve grades 6 through 12 and be designed for approximately 800 students. Spaces to include classrooms, kitchen, cafeteria, general science room, library and administrative spaces. Primary function of the facility will be to have dance, media and instrumentation spaces designed specifically for the performance arts curriculum.



“The Learning Corridor”

Hartford, CT

The Learning Corridor is a 15-square block neighborhood creating a unique campus. The complex includes the design and construction of a Montessori Elementary School, a Middle School, a Regional High School and a Commons Building.

Middle School:

97,000 gsf academic facility housing 6,7,8 grade students. Spaces include: classrooms, science/technology laboratories, computer labs, technical/vocational labs in the areas of manufacturing, biotechnology and food (4500 SF), and a cafeteria totaling 4900 SF.



Windham Middle School

Willimantic, CT

The new 180,000 SF, three-story middle school includes a 556-seat auditorium and stage, cafeteria, gymnasium, health service area, conference rooms, administrative offices, special education and bilingual areas as well as allocation for a future indoor pool. Specialized networking systems such as integrated media retrieval systems and data networks have been designed into the building infrastructure.



Middlesex Middle School, Addition and Renovation

Darien, CT

The design consists of renovation of the existing middle school, and the athletic facility, demolition of classroom wings built in 1960 and the construction of 100,000 SF addition that will include classrooms, kitchen, cafeteria, media center and administrative spaces. The school will be networked with state of the art technology. The administrative, computer lab and media center areas will be air-conditioned.



Saxe Middle School

New Canaan, CT

Renovation of 126,000 gsf and expansion totaling 95,000 gsf. A new boiler plant to serve both the existing and new spaces will be designed. The replacement and upgrade of HVAC systems in the existing facility and design of new HVAC systems were incorporated to serve the following spaces: administration, media, computer labs and auditorium. A new DDC control system was designed throughout the entire facility. Plumbing Mechanical and electrical infrastructure design included new toilet areas, cafeteria/kitchen and science labs. Fire protection systems were upgraded throughout to comply with code. New emergency lighting and power distribution, and site lighting was provided.

PUBLIC MIDDLE SCHOOL EXPERIENCE CONTINUED:



Har-Bur Middle School Burlington, CT

Mechanical and electrical systems design included major renovations and code upgrades. A new science/math wing and media center was added. The mechanical and electrical systems design included the expansion of the boiler plant, electrical service upgrade, an emergency generator and power distribution. The majority of the facility was retrofitted with new energy efficient luminaries. New communication and computer network systems were also included in the design. The science laboratory is equipped with state-of-the-art technology to support science experiments.



Wheeler Middle School North Stonington, CT

Renovation and expansion of the 133,000 SF facility included upgrade of the science department and laboratories. New fume hoods and exhaust systems were designed, chemical storage, gas service and computer networks were incorporated.



RHAM

Regional School District No. 8 New Middle School and expansion and renovation of the existing High School Hebron/Andover/Marlborough

Based upon a Facilities Study, it was determined that the educational requirements of the District's schools would best be met by (a) constructing a new Middle School tailored to the schools' focus on interdisciplinary team-teaching and (b) by expanding RHAM High School by incorporation and renovation of the existing Middle School and designing additions to the school. The total square feet of both facilities is 254,000.



Kelly Middle School, Expansion and Renovations Norwich, CT

A \$40.2 million renovation and expansion to the 90,000 SF 1962 middle school includes adding a 30,000 SF two-story, 10-classroom wing, a new hallway, expanded library, and the city's first public auditorium, an 800-seat facility for use by all city schools and for community functions. This project received LEED Gold certification.



Bedford Middle School Westport, CT

Conversion of elementary school into middle school. Mechanical and electrical design included HVAC plumbing, wire protection, power, lighting, and fire alarm systems within 5' of the building footprint. Raceway systems for telephone, computer, audiovisual and security systems were designed as required. A new gas fired and electric boiler/chiller plant was designed to support the heating and cooling needs of the entire facility.

Additional Public Middle School Experience Locations:

Jared Eliot School, Clinton, CT

Kent Center School, Kent, CT

Simsbury Schools, Simsbury, CT

Trumbull Public Schools, Trumbull, CT

John Winthrop Middle School, Deep River, CT

Westbrook Middle School, Westbrook, CT

Tyrrell Middle School, Wolcott, CT

Regional District 18, Feasibility Study, Old Lyme, CT

Sage Park Middle School, Addition, Code Update and Full Renovation, Wolcott, CT

King Philip Middle School, Science Department Renovation, West Hartford, CT

Tyrrell Middle School, Wolcott, CT

Shepaug Valley Middle School, Washington, CT

Plymouth Middle School, Plymouth, CT

Brooklyn Schools, Brooklyn, CT

Capt. Nathan Hale School, Coventry, CT

Nathan Hale-Ray Middle School, East Haddam, CT

Wallingford School System, Wallingford, CT

PUBLIC HIGH SCHOOLS



Norwalk High School
Norwalk, CT

New Norwalk High School located at 23 Calvin Murphy Drive, Norwalk, CT will replace the existing school structure. Construction will occur while the existing school is occupied and active. It is planned that the “Science Wing” addition, constructed in 2007 will remain and be renovated. The new school, including the science wing, is expected to be approximately 330,000 square feet and house 2,000 students in grades 9 through 12. The new high school will be located on the same site of the existing occupied Norwalk High School. Construction of the project will be “phased” due to site constraints. Phasing will be carefully planned so that all academic spaces are constructed in order for the students to move into their “traditional classroom spaces” and access their “specials” such as gym, music, lunch, in the existing building while demolition of the old classroom spaces are underway. Once the classroom spaces of the existing building are removed, construction can begin on the new auditorium, gymnasium, kitchen and cafeteria.



The Academy for Advanced Design and Technology (formerly Pathways to Technology)
East Hartford, CT

A new \$40,000,000 inter-district Magnet School owned by Goodwin College and operated by the Hartford Public Schools. The school will be located in a new four-story 80,500 SF building located in a 4.5 acre parcel of the Goodwin College Campus in East Hartford. The mission of the Academy is to guide students toward careers in science and advanced technology. The school includes a wide range of technology labs within various academic disciplines including animation, graphic design, software programming, robotics and computer forensic science. The Academy serves 400 students in grades 9-12.



Amity Regional District #5
Woodbury / Bethany / Orange, CT

The \$68.5 million dollar project included various school renovations and new construction to create high performance, energy efficient and environmentally sustainable educational facilities. The Amity Senior High School received \$33.2 million dollars in renovations and a 2-story 80,000 SF addition, Bethany Middle School received \$18.2 million dollars in renovations and reconfiguration, and Orange Middle School obtained \$17.1 million in renovations and reconfiguration.



University High School of Science and Engineering Magnet School
Hartford, CT

The design of the new 90,000 SF University High School of Science and Engineering developed as a partnership of the Hartford Public Schools, University of Hartford and Capitol Region Education Council. The facility’s educational features focus on sustainability. The curriculum is based on the ‘Early College Initiative’ model, and students will be able to earn up to two years of college credit by the time they graduate.



Performing Arts Magnet School
Waterbury, CT

This 220,000 square foot, \$27 million dollar Arts Magnet School for grades six to twelve consists of two buildings connected by a skywalk that spans an extensive courtyard. The educational building has a uniquely configured atrium space that serves as an entrance and as a community theater. The performing arts building includes a 229-seat Apron Stage Theater, a unique stage for smaller performances, a 109-seat Recital Hall, an 84-seat Dance Studio and various choral, dance and instrumental practice rooms. Another unique feature of the performing arts building is its state-of-the-art Television Studio.

PUBLIC HIGH SCHOOL EXPERIENCE CONTINUED:



Darien High School **Darien, CT**

New 333,000 sf High School to accommodate 1500 students. Project includes an auditorium, black box theater, music program space, woodworking space, electronics and CADD labs, full kitchen and cafeteria, physical education department with gymnasium, fitness rooms and locker facilities, art department with kiln room, library media center, science rooms, general classroom space, and administration wing.



Ridgefield High School, Renovation & Expansion **Ridgefield, CT**

100,000 S.F. addition to this existing 200,000 s.f. school building. Project includes creation of a central heating and chilled water plant to serve addition and conversion of the existing building heat source from electric to fossil fuel. Full Sprinkler coverage, new fire alarm, lighting, and DDC control systems are designed for the renovated building.



Northampton High School, Additions & Renovations **Northampton, MA**

This project included renovations to the existing 169,000 SF building, as well as a 36,600 SF addition to house a new kitchen, cafeteria and gymnasium. The existing building's electrical distribution system was completely replaced with a new and more efficient distribution system servicing the new building addition and HVAC equipment. The new distribution system includes new power panels and "energy star"- rated power transformers.



RHAM, Regional School District No. 8 **New Middle School and expansion and renovation of the existing High School** **Hebron/Andover/Marlborough**

Based upon a Facilities Study, it was determined that the educational requirements of the District's schools would best be met by (a) constructing a new Middle School tailored to the schools focus on interdisciplinary team-teaching and (b) by expanding RHAM High School by incorporation and renovation of the existing Middle School and designing additions to the school. The total square feet of both facilities is 254,000.



Avon High School, Renovation and Addition **Avon, CT**

As the last phase of Avon's Long-Range Plan, the Avon High School was renovated to accommodate a progressive increase in student population plus program needs and enhancements. The expansion includes a new computer room science laboratories, vocal music room, visual arts, human resource department, special education classroom and technology education classrooms.



Hall High School, Renovation and Expansion **West Hartford, CT**

200,000 SF renovation to existing facility and 20,000 SF classroom expansion. Renovation includes code upgrade and mechanical and electrical infrastructure upgrade. Design includes Integrated telecommunication and intercom system throughout the facility and data distribution systems to all classrooms and offices including network hardware and software. A new clock and bell system and expansion of the security system to the newly constructed and renovated areas was provided.

PUBLIC HIGH SCHOOL EXPERIENCE CONTINUED:



“The Learning Corridor”

Hartford, CT

The Learning Corridor for the SINA Group in the City of Hartford is a 15-square block neighborhood creating a unique campus. The complex includes the design and construction of a Montessori School, a Middle School and a Regional High School and a Commons Building.



Conard High School

West Hartford, CT

vanZelm designed HVAC, plumbing, fire protection, power, lighting, fire alarm, data and telecommunication systems for 230,000 gsf of existing school and 50,000 gsf new construction. Special systems included data distribution to all classrooms and offices including integrated telecommunication and intercom system throughout the facility. Security, clock and bell system and head-end equipment distribution system and video monitors in each classroom is designed.

Additional Public High School Experience Locations:

Bullard Havens RVTS, Bridgeport, CT
Lewis S. Mills High School, Harwinton Consolidated, CT
East Hartford High School, East Hartford, CT
Bloomfield High School, Bloomfield, CT
Groton High School, Groton, CT
Somers High School, Somers, CT
Hillhouse High School, New Field House, New Haven, CT
Stamford High School, Stamford, CT
North Branford High School, North Branford, CT
Lyme Hall High School, Wallingford, CT
Regional District #18, Facilities Master Plan, Old Lyme, CT
Housatonic Valley Regional High School, Falls Village, CT
Nathan Hale-Ray High School, East Haddam, CT
Wethersfield High School, Wethersfield, CT

Ansonia High School, Ansonia, CT
Torrington High School, Torrington, CT
Bristol Central High School, Bristol, CT
Bristol Eastern High School, Bristol, CT
Newtown High School, Newtown, CT
East Haddam High School, East Haddam, CT
Valley Regional High School, Deep River, CT
Simsbury Schools, Simsbury, CT
Windham School, Windham, CT
Trumbull Public Schools, Trumbull, CT
Westbook High School, Westbrook, CT
Guilford High School, Guilford, CT
Wallingford School System, Wallingford, CT
Wilber Cross High School, New Haven, CT



PROJECT UNDERSTANDING & APPROACH

Our understanding of the project scope is based on the RFP information, existing drawings and project site is as follows:

SCOPE OF SERVICES

Our scope of services includes the replacement of the two existing hot water boilers at Burr Elementary School. The project would like to consider two options, a one-for-one replacement and an option with multiple high efficiency condensing boilers. Boilers will need to be small enough to get them in an out of the existing second floor mechanical room.

Our scope of work includes preparing Construction Documents for permit and construction based on the following:

1. Preliminary Engineering and Design Phase

- a. Conduct site visits to confirm the as-built conditions and obtain nameplate information on existing equipment. Obtain original design drawings for the existing hot water systems and equipment for review.
- b. Work with the Town to develop what options can be considered for the space and which replacement approach can easily be undertaken.
- c. Present these options to the Town for review and approval moving forward to Schematic Design.

2. Schematic Design (SD) Phase

- a. Develop design options for both one-for-one replacement and high efficiency boilers based on space constraints and as-built conditions. Provide a cursory review of potentially relocating the boiler plant to another location in the building to provide better access and service. Document findings within a narrative.
- b. Provide schematic design narrative and sketches describing the options available. A minimum of two options for the boilers will likely be included as well as recommendations for pumping arrangements and controls.
- c. Meet with the Town to review the options and determine which option they would like to pursue.
- d. Provide budget estimates for the options identified in the schematic design narrative.

3. Design Development/Construction Phase

We will provide plans and specs that would allow the Town to go out to bid for new boiler(s) and associated equipment.



Mechanical Design:

- a. Complete boiler design drawings and specifications pertaining to the Town's preferred option for boiler replacement, pumping, venting and controls.
- b. As part of the design work, we will show demolition of existing equipment that will no longer be needed.
- c. We will provide assistance with any grants or utility rebates for the new boilers.

Plumbing Design:

- a. Provide modifications to the existing gas piping to feed new boilers.
- b. Provide modifications to the existing water piping to feed new boilers.

Electrical Design:

- a. Power to new equipment as required. Power will be obtained from existing power distribution panels serving the existing equipment.
- b. Modifications and additions to fire alarm system device layout, and emergency shut off switches as applicable.

4. Bidding

- a. Attend pre-bid meeting and assist with Contractor selection.
- b. Prepare addenda and respond to bidders questions, as required.
- c. Assist with the evaluation and recommendation of bids.

5. Construction Administration

- a. Attend preconstruction meeting with General Contractor.
- b. Review and comment on all product submittals and shop drawings.
- c. Create and maintain submittal, RFI and change order logs.
- d. Cooperate with all Owner paid-for testing, commissioning, reporting, etc.
- e. Assist with LEED documentation, if applicable.
- f. Review requests for additional costs and make recommendations to the Town and FPS.
- g. Review all Contractor Applications for Payment and recommend approval.
- h. Attend weekly/regular progress meetings with the Contractor, document and distribute minutes of the meeting; review progress of construction; notify contractor of any non-compliant and unacceptable installations; assist with the resolution of conflicts, unforeseen conditions, etc.
- i. Prepare regular Field Reports/ Observations for the Building Department.
- j. Coordinate and perform Punch List walk-thrus and issue Punch Lists.
- k. Prepare and issue Certificate of Substantial Completion and assist with obtaining Certificate of Occupancy.



6. Close-Out/ Commissioning / Warranty Phase

- a. Review all close out materials prepared by the contractors including, but not limited to, warranties, as-builts and O&M manuals.
- b. Review final releases of lien, releases of surety, requests for reduction in retainage and/ or requests for final payment.
- c. Provide commissioning services for new equipment
- d. Assist with troubleshooting and resolution of any warranty items and/ or call-backs.
- e. Issue required Final Affidavits.

SCHEDULE

Based on the above, we feel that the complete design documents and specifications can be completed within 16 weeks of authorization. Equipment prepurchase specifications, if required, can be completed earlier to meet the proposed operation schedule for fall 2022 operation.

FEE PROPOSAL

PROPOSAL TO: Town of Fairfield, Purchasing Department
First Floor, Sullivan Independence Hall
725 Old Post Road, Fairfield, Connecticut 06824

I, van Zelm Heywood & Shadford, Inc. have received the following contract documents,

1. BID Document RFP #2022-196,
2. Posted addenda (if any) numbered I thru I, posted at www.fairfieldct.org/purchasing.htm

and have included their provisions in my Proposal. I shall provide all labor, materials, equipment, technical service, insurances, warranties, applicable taxes and licenses, etc, to supply and deliver materials as specified:

Phase 1: Preliminary Engineering and Design

Fee Not-to-Exceed: \$2,700.00 (Estimated Hours:22) (lump sum)

Phase 2: Schematic Design

Fee Not-to-Exceed: \$3,500.00 (Estimated Hours:28) (lump sum)

Phase 3: Design Development

Fee Not-to-Exceed: \$3,500.00 (Estimated Hours:28) (lump sum)

Phase 4: Construction Documents

Fee Not-to-Exceed: \$5,100.00 (Estimated Hours:41) (lump sum)

Phase 5: Bidding Assistance

Fee Not-to-Exceed: \$1,100.00 (Estimated Hours:9) (lump sum)

Phase 6: Construction Administration

Fee Not-to-Exceed: \$5,200.00 (Estimated Hours:42) (lump sum)

Phase 7: Close-Out/ Commissioning /Warranty Phase

Fee Not-to-Exceed: \$4,800.00 (Estimated Hours:38) (lump sum)

Total Fee: Phases 1-7:

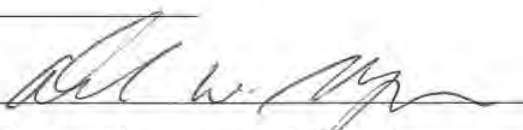
Total Fee Not-to-Exceed: \$25,900.00 (Estimated Hours:207) (lump sum)

Respondents shall also include a breakdown of their Not-to-Exceed fees; providing estimated hours, hourly rates per discipline / function, and a maximum cost per project stage.

Company Name van Zelm Heywood & Shadford, Inc.

Submitted by David W. Madigan, PE, LEED AP

Senior Vice President


Sr. Vice President

Written Name and Title

Signature and Title



CLARIFICATIONS/EXCLUSIONS

The following are exclusions and requirements relating to the Scope of Services, indicated in our proposal:

1. Removal of existing fuel oil tank is excluded (Town of Fairfield will take care of removal).
2. Design does not include identification and removal of hazard material.
3. Design will include work only within the Boiler Room. All other piping within the building is assumed to remain as is and it is assumed in good operating condition.
4. CAD files of the building and mechanical room will be provided by the Town.
5. This proposal excludes structural engineering analysis or studies associated with any replacement or addition of HVAC equipment that may add load to the existing structure. A separate consultant may need to be retained, as required.
6. Design of Fire Protection systems is excluded from this scope of work. All existing fire protection system are to remain.
7. The base scope of work assumes the existing pumping will remain under a one-for-one replacement option. If a high efficiency option is selected, design for new pumping and controls would be included.
8. It is assumed that there is sufficient electrical power for the new boilers. New system will remain being fed from existing generator power.
9. It is assumed no changes to the existing domestic hot water system is included in this scope of work. If upgrades are required, these would be done as an additional service.
10. Improvements to the existing incoming electrical service gear not included.
11. Inspection or repair to existing chimney not included.
12. Inspection or repair of the second-floor mechanical room floor and drainage is not included.
13. Energy modeling not included.
14. Existing water treatment system to remain as is.
15. As-Built documents and O&M Manuals are to be provided by the MEP Contractors.
16. Mechanical and Electrical CADD files (construction bid documents) will be provided to the Owner at the completion of the design phase.



RATE SCHEDULE A: LABOR RATES

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$245.00
Senior Associate	199.00
Associate	194.00
Team Leader/PM	182.00
Senior Consultant III/Senior Specialist III	220.00
Senior Consultant II/Senior Specialist II	168.00
Senior Consultant I/Senior Specialist I	154.00
Consultant II/Specialist II	137.00
Consultant I/Specialist I	119.00
Senior Designer/Senior Technician	110.00
Designer/Technician	94.00
Support Technician	86.00
Draftsperson	83.00
Administrative Assistant	64.00
Legal Preparation	290.00
Legal Expert Testimony	400.00

Client-Requested overtime shall be invoiced at a multiple of 1.25 times the listed rates.
An additional 25% surcharge may be assessed on listed rates to provide immediate service demand disruptive to on-going project schedules.

RATE SCHEDULE B: REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to the compensation for basic and additional services. They include actual expenditures made by van Zelm Heywood & Shadford, Inc., (van Zelm) its employees, and any consultants to van Zelm in the interest of the project. Reimbursable expenses include the following:

1. Expense of transportation in connection with the project. Specifically, personal auto mileage is charged in accordance with the most current IRS guidelines for personal mileage reimbursement, or in cases of business travel in excess of 100 miles per day round trip, rental car fees, gas and expenses may apply in lieu of mileage charges. Cost of tolls, parking and taxi/transportation service will be charged.
2. Expenses in connection with out-of-town travel. Specifically, cost of air, rail or similar transportation services and the cost of lodging and meals will be charged.
3. Reproductions, prints, copies and other documents, including the expense of CAD plots associated with delivery of work products to the Client.
4. Express mail, shipping, delivery and postage expenses. Messenger charges are \$25.00/hour, plus mileage.
5. Expense for web based document management services.
6. Expense of any additional insurance coverage, including professional liability insurance, requested by the Client in excess of that normally carried by van Zelm or its consultants.
7. Cost of "Consultants" where not included as part of compensation for Basic Services.

Charges for all reimbursable expenses are as incurred or as specifically noted, plus 10%.

TERMS: Terms are Net 30 days. Interest at the rate of 1-1/2% per month may be applied to past-due invoices. The rates listed herein are effective January 1, 2022.

VAN ZELM HEYWOOD & SHADFORD, INC.

1200 CONVERSE STREET
LONGMEADOW, MA 01106
P: 617.218.9976

10 TALCOTT NOTCH
FARMINGTON, CT 06032
P: 860.284.5064
www.vanzelm.com

862 BRAWLEY SCHOOL ROAD, SUITE 207
MOORESVILLE, NC 28117
P: 704-896-0407

RFP # 2022-196
 Engineering Design Services - Replacement of two
 (2) Boilers at the Burr Elementary School
 DESC
 DATE 5/25/2022
 TIME 02:00PM

Town of Fairfield - RFP Results

<u>Phase</u>	Description	Landmark Facilities Group, Inc. Norwalk, CT	Russell and Dawson, Inc East Hartford, CT	Salamone & Associates, P.C. Wallingford, CT	Silver Petrucelli and Associates Hamden, CT	Van Zelm Haywood & Shadford, Inc Farmington, CT
1	Preliminary Engineering and Design	\$2,000.00	\$2,400.00	\$1,440.00	\$3,578.00	\$2,700.00
2	Schematic Design	\$7,500.00	\$3,600.00	\$12,960.00	\$8,137.00	\$3,500.00
3	Design Development	\$0.00	\$4,800.00	\$16,800.00	\$13,770.00	\$3,500.00
4	Construction Documents	\$10,500.00	\$6,000.00	\$19,200.00	\$6,945.00	\$5,100.00
5	Bidding Assistance	\$2,500.00	\$2,400.00	\$1,680.00	\$1,070.00	\$1,100.00
6	Construction Administration	\$6,000.00	\$3,600.00	\$10,800.00	\$10,760.00	\$5,200.00
7	Close-Out / Commissioning / Warranty Phase	\$2,000.00	\$1,200.00	\$1,920.00	\$7,846.00	\$4,800.00
Total Fee	Total Fee Not-to-Exceed: Phases 1 thru 7	\$30,500.00	\$24,000.00	\$64,800.00	\$52,106.00	\$25,900.00



AIA[®]

Document B105™ – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the 9th day of June in the year 2022
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Town of Fairfield
725 Old Post Road
Fairfield, CT 06824

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:
(Name, legal status, address and other information)

van Zelm, Heywood & Shadford, Inc. (van Zelm Engineers)
10 Talcott Notch Road
Farmington, CT 06032

for the following Project:
(Name, location and detailed description)

Burr Elementary School Boiler Replacement
1960 Burr Street
Fairfield, CT 06024

The Owner and Architect agree as follows.
(NOTE: Under this agreement, van Zelm Engineers assumes the role of Architect)

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™-2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105-2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

The Owner shall pay the Architect an initial payment of 0 (\$ 0) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus ten percent (10 %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest from the date payment is due at the rate of one and one-half percent (1.5 %), or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond six (6) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

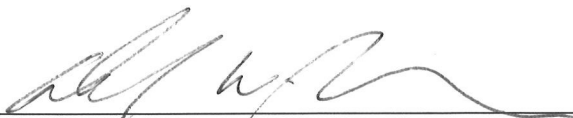
(Insert descriptions of other services and modifications to the terms of this Agreement.)

See van Zelm Cover Letter dated May 26, 2022 (vZ #2022036.00) for details on project

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)



ARCHITECT (Signature)

David W. Madigan, Senior Vice President

(Printed name, title, and license number, if required)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 14:56:23 ET on 06/09/2022 under Order No. 2114332445 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B105™ – 2017, Standard Short Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)



Cover Letter

May 26, 2022

Town of Fairfield
Purchasing Authority
725 Old Post Rd
Fairfield, CT 06824

Project: RFP Engineering Design Services – Boiler Replacement – Burr Elementary School
RE: RFP# 2022-196
van Zelm #2022036.00

van Zelm Heywood & Shadford, Inc. (van Zelm) is pleased to present this proposal for Engineering Design Services related to the Boiler Replacement at Burr Elementary School. We offer this proposal based on our understanding of the project as derived from the request for proposal documents and a recent walk through.

van Zelm Engineers is a full-service mechanical and electrical engineering firm, providing Design, Construction Administration and Commissioning services for HVAC, plumbing, fire protection, power, lighting, and low voltage systems. In this age of complex building systems and owners with high expectations for quality indoor environments and energy efficiency, the MEP engineering consultant plays a pivotal role in the ultimate success of the project. As such, we must act as an advocate for issues relating to these goals and be proactive in defining the system types and configurations that will provide the desired performance. We recognize that performance issues need to be balanced with the goals for cost effectiveness and physical integration. We also understand the operational implications of modern building systems and interface closely with the facilities staff to design systems to minimize operational/maintenance burden.

For this project, we have experienced engineering staff that has worked on many CT school replacement heating system upgrade projects. We understand the most critical aspect of this project is time, and we will work with the facilities group and Town to make timely decisions in order to move forward. With the current issues with equipment lead times and availability, we can develop pre-purchase equipment specifications for the major equipment to get those critical pieces on order to meet the delivery times and dates requested for a fall start-up.

The project would be assigned a project manager, who would be the point person for the project and all communication. The project manager would be responsible for developing the schedule, working with the Town and presenting the design options for quick and timely decisions to move forward. The PM would oversee the design staff and construction administration process for the project. He would also work closely with the commissioning manager to ensure the design intent is met.

The design options would include a standard replacement option and a high efficiency, modular boiler approach. We would work with manufacturers to advise on lead times and availability for both options to

VAN ZELM HEYWOOD & SHADFORD, INC.

1200 CONVERSE STREET
LONGMEADOW, MA 01106
P: 617.218.9976

10 TALCOTT NOTCH
FARMINGTON, CT 06032
P: 860.284.5064
www.vanzelm.com

862 BRAWLEY SCHOOL ROAD, SUITE 207
MOORESVILLE, NC 28117
P: 704-799-7275

help advise on the best decision for the Town. Once the decision on approach is made, we would streamline the design tasks in order to produce drawings and specs in a short timeframe to get the project underway. We feel confident that with our experience, we can deliver the project both on time and on budget for the Town of Fairfield

At your convenience, we would be pleased to further discuss our capabilities and details related to the project.

Thank you again for the opportunity.

Very truly yours,

VAN ZELM HEYWOOD & SHADFORD, INC.

Eric J. Fontaine

Eric J. Fontaine
Associate/Team Leader

EJF:wjd



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

Award Recommendation Resolution:

On Monday, 23 May, 2022 the Purchasing Authority recommended an award of bid number 2022-176 Request for Proposals for Engineering Services for Perry Green Bulkhead to RACE Coastal Engineering, Stratford, CT for the amount of \$126,640.00 based on the firm's qualifications and experience.

Following is justification for the selection:

- RACE Coastal Engineering is a shortlisted firm for the On-Call Coastal Engineering firm per RFQ 2022-58. As a short-listed firm, RACE provided the Town with a competitive fee proposal for the Perry Green Bulkhead.
- RACE possess a strong foundation and knowledge in coastal engineering services.
- RACE has provided the Town with a vast list of similar services in which they have successfully performed.

The award of this contract may be subject to the review and approval of the Board of Selectman.


Brenda L. Kupchick, First Selectwoman


Gerald J. Foley, Director of Purchasing



**TOWN OF FAIRFIELD
PURCHASING DEPARTMENT**

REQUEST FOR PROPOSAL

To: Prequalified Coastal Engineering Consultants

From: Corinne M. Dyer, Senior Buyer, Fairfield Purchasing Department

Date: 4/11/2022

Re: Town of Fairfield – Perry Green Bulkhead

The Town of Fairfield is submitting this Request for Proposal (RFP) to shortlisted qualified coastal engineering consulting firms that were prequalified through the Town of Fairfield's Purchasing Department procurement process in relation to Request for Qualification (RFQ) #2022-78 On-Call Coastal Engineering Services. The Town is requesting cost proposals from the shortlisted firms for the Scope of Services listed in the sections below.

Purpose:

The Town of Fairfield is seeking qualified coastal engineering consulting firm to design the replacement of bulkhead and retaining wall sections if necessary along the Perry Green and conduct inspection and repair/replacement plans and specifications of stone culvert and flap gates located at Harbor Road Southport. The Consultant shall coordinate connection of the existing and/or proposed bulkhead of the Pequot Yacht Club located adjacent to Perry Green.

This proposal is broken up into five (5) phases to assist in understanding the scope of services.

- Phase 1: Inspection and design of the proposed replacement of existing bulkhead and repair/replace retaining wall sections along the Perry green.
- Phase 2: Inspection of the culvert and flap gate.
- Phase 3: Add Alternate- Depending on the Town's preference and funding, the Consultant shall investigate engineering options to design and replace the culvert and flap gates.

- Phase 4: Bidding Phase
- Phase 5: Construction Administration and Oversight

Scope of Work

The following scope will be completed as part of this RFP:

Phase I - Inspection and Design

The Awarded firm shall perform inspection and design of the proposed replacement of existing bulkhead and repair/replacement retaining wall sections along the Perry Green.

A. Project kickoff Meeting: The Town and the selected consultant will hold the project kickoff meeting before the commencement of the work.

B. Topographic Survey, A-2 Survey & Bathymetric Survey:

- Consultant shall provide a detailed topographic survey, hydrographic/bathymetric survey and the A-2 survey of the proposed bulkhead footprint, culvert and headwall. Ref: 1988 NAVD, MHW, MLW, MLLW, CJL and NAD 83 Datum and any other information required by the permitting agencies.
- Cross sections of the existing bulkhead at the proposed bulkhead footprint
- Identify and locate easements for bulkhead, flap gate & culvert structures.
- Final as Built Survey of the bulkhead, retaining wall, culvert (if applicable) and flap gate structures.

C. Wetland Delineation – Wetland professional shall delineate the location of wetlands to determine the federal, state and local jurisdictional inland or tidal wetland resources within the project area. This shall include Phase –III if determined deemed necessary.

D. Geotechnical Investigation:

The consultants shall be responsible for all duties associated with geotechnical investigation and services.

- Soil Borings – A detailed Soil Boring report consisting of water and land based test borings, boring logs and a soil testing plan shall be submitted to the Town for review
- Laboratory Testing- The consultants/geotechnical engineer shall review sample on site and shall send for soil testing to the appropriate labs.
- Investigation for the Derived Waste Management – Soil cuttings and drilling muds from advancement of the geotechnical borings shall be properly collected and dispose of in accordance with all State applicable regulations. The plan shall be included in the Soil erosion plan.

E. Permit Applications:

- **State & Federal Permit:** The Consultant will prepare and apply submit regulatory permit applications to the CT Department of Energy and Environmental Protection (DEEP) and US Army Corps of Engineers (USACE). It is anticipated that the proposed bulkhead, retaining wall replacement/repair work and if deemed necessary replacement of culvert and tide gate structure will either qualify for the Connecticut General Permit No. 2 (GP2) and General Permit No. 9 (GP-9) from USACOE approval and the Certificate of Permission (COP) process or Dredging & Fill License from DEEP.

The COP is reserved for maintenance of existing, permitted structures that have been documented to have been in place prior to 1995 with no significant adverse impacts to the environment. In the year 1998, the Town received a permit to reconstruct an existing dike and replace two existing culverts with three new culverts for shoreline protection. Please note that COP and General permits eligibility will be determined by DEEP and USACOE. Upon guidance from the regulatory agencies, the Consultant will prepare permit applications. The permit application will include written text, photographs, drawings and other documents deemed necessary.

The CT Bureau of Natural Resources (BNR) will review the proposed activities for impacts to any known extant populations of Federal or State Endangered, Threatened or Special Concern Species that occur in the vicinity of this property. The Consultant will prepare the results from the BNR review which will be incorporated into the COP application.

The Town will apply for all local permits with the exception of Inland Wetlands Certificate or Permit.

- **Town of Fairfield Inland Wetlands Certificate or Permit:** - This work will be performed by the consultants.
- **Historic District Permit:** The Engineering Dept. will apply for any consultant Historic District permits required.
- **Southport Harbor Management:** The Engineering Department has coordinated with the Southport Harbor management. All finished plans will be submitted to the management for a review.
- **Sasquanaug Association:** Town has an easement from Sasquanaug Association. Town will notify the Association and submit the plans for review.
- **Town of Fairfield Coastal Site Plan Application:** It is likely that the proposed bulkhead and retaining wall reconstruction and potentially replacement of tide gate structure will require local regulatory approval from the Town of Fairfield Planning & Zoning

Department under the Coastal Area Management (CAM) regulations. Drawings prepared for the State & Federal permit applications have typically been suitable for this review.

- **Permit Level Documents and Plans:** The Consultant will develop permit level documents and plans formatted to the requirements of the State and Federal regulatory agencies.

It will be a responsibility of the consultants to coordinate with the State and Federal permitting agencies to determine type of permits required and the submission deadlines.

Phase II - Inspection of the Culvert and Flap Gate

- A. Consultants shall perform the Culvert and flap gate structure inspection as per CTDOT screening standards.
- B. Consultants shall develop a detailed repair plans for earth structure including contract, specifications and repair.
- C. If the culvert and flap gate replacement is determined to be deemed necessary, it will be added as an Add Alternative engineering services. Details of an alternative is described under Phase III.

Phase III: - Phase III- Add Alternative

Extra Work and Additional Engineering - Design and Replacement of Culvert and Flap Gates

- A. Hydraulic Analysis of the Culvert replacement
- B. Design Flap Gates & Culvert replacement including details
- C. Existing and proposed Site Plans including cross sections
- D. Contract plans for replacement
- E. Detailed specifications for the contractors for replacement
- F. Additional Permits
- G. Wetland Delineation

Phase IV: Bidding Phase

The Consultant will provide bidding assistance to the Town, as requested. Such assistance may include, among other things:

- A. Attendance of pre-bid meeting
- B. Preparation of responses to bidder's requests for information (RFIs)
- C. Bid Tabulation & attendance of prospective contractor interval – (To be determined by Purchasing)
- D. Preparation of bid addenda
- E. Consultation regarding prospective contractor qualifications and deliverables

Phase V: Construction Administration and Oversight

The selected consultant shall assist the town upon direction including but not limited to the following:

- A. Weekly Inspection of the work in progress or as determined by the intensity of the work including Soil Erosion and Sedimentation features, placed properly. For the purpose of Bid

proposal - assume 8 hours/week. Consultants can make a note if more or less is anticipated. Consultants shall submit to the Town a weekly report.

- B. Assist Town in reviewing contractors invoices and change orders for any discrepancies.
- C. Post Construction close-out requirements. These requirements will be discussed at later date dependent on the design and specification approved by the Town.

Deliverables: That shall include but not limited to the following:

A. Reports:

- Wetland Delineation report by the certified Soil Scientist
- Culvert, Flap gates and Bulkhead, Retaining wall inspection screening reports
- Copies of all Permit applications submitted to the Permitting Agencies
- Hydraulic Analysis report if Culvert and flap gate structure determined to be replaced
- Consultant shall prepare update summary reports to the Town's staff (Project Team) every two weeks, that will describe progress items, milestones achieved, look ahead project schedule and how any deficiencies are being addressed.

B. Plans:

- A-2 Survey plans, Bathymetric and Topographic survey plans, representative cross sections,
- Wetland Delineation plans, Traffic and maintenance Plans, Soil Erosion and Sedimentation Plans including dewatering plans. Also show contractor staging area.
- Contract Plans shall include plans and specification detailing proposed design of bulkhead and retaining wall. If culvert repair or replacement of flap gate is deemed necessary consultants shall prepare detailed design plans and specification for permitting and bidding purposes.
- Final As-built Survey plans

Provide Reports and plans both in digital and PDF Format. Plans should be provided both in PDF and ACAD format. Consultants shall be responsible for submitting all deliverables in a timely manner and submit a work schedule, project action of plan including all permitting deadlines after project kickoff meeting.

Schedule

The Town's goal is to publically bid the construction portion of this contract in January of 2023 with an anticipated finish date of December 1, 2023. In order to meet the anticipated deadline, the Town would like the above scope of services completed by December 1, 2022, pending all permitting approvals.

COST PROPOSAL

Shortlisted Firm: _____

The proposal should include all of the necessary costs to complete the following minimum scope of work as presented above. Proposal should be submitted on company letterhead with a detailed breakout of the costs shown below:

Phase I - Inspection and Design

- a.) Topo Survey, Bathymetric Survey and A-2 Survey (existing/as built) \$ _____
- b.) Wetland Delineation \$ _____
- c.) Geotechnical Investigation \$ _____
- d.) Bulkhead and Retaining Wall Inspection \$ _____
- e.) Preparation of Permit Applications \$ _____
- f.) Plans & Specifications \$ _____
- g.) Contract Plans \$ _____

Total Proposed Fees (A through G) \$ _____

Phase II - Inspection of the Culvert and Flap Gate

- a.) Inspection of Culvert and Flap Gates, recommendation \$ _____
- b.) Inspection Reports \$ _____
- c.) Repair replacement and specification (if applicable) \$ _____

Total Proposed Fees (A-C) \$ _____

Phase III: - Phase III- Add Alternative - Design and Replacement of Culvert and Flap Gates

- a.) Hydraulic and hydrologic Analysis of Culvert \$ _____
- b.) Topographic Survey & A-2 Survey (Existing/As built) \$ _____
- c.) Proposed Site Plans \$ _____
- d.) Contract Plans, specifications (replacement) \$ _____
- e.) Wetland delineation \$ _____
- f.) Additional Permits \$ _____

Total Proposed Fees (A-F) \$ _____

Phase IV: Bidding Phase

Not-to- Exceed Fee \$ _____

Phase V: Construction Administration and Oversight

Not-to- Exceed Fee \$ _____

Base Bid-Total Phases (I, II, IV, V) \$ _____

Consultants shall list any additional information including exceptions, confirmation of deadline/schedule, and/or any additional costs the Town may incur.

DEADLINES

All RFI's shall be submitted via email to Corinne Dyer; cdyer@fairfieldct.org by **Noon on Wednesday, April. 20th 2022.**

RFPs shall be submitted electronically by **Noon on Thursday, April 28th 2022** to cdyer@fairfieldct.org

BID # 2022-176

DESC Perry Green Bulkhead

DATE 4/28/2022

TIME 12:00 PM

Town of Fairfield - Bid Results

		Race Coastal Engineers Stratford, CT	Tighe and Bond Shelton, CT	McLaren Engineering Group Greenwich, CT	GZA GeoEnvironmental, Inc. Trumbull, CT
Phase I	Inspection and Design				
a.	Topo Survey, Bathymetric Survey and A-2 Survey (existing/as built)	\$10,725.00	\$10,000.00	\$17,300.00	\$29,000.00
b.	Wetland Delineation	\$1,290.00	\$4,000.00	\$2,200.00	\$3,000.00
c.	Geotechnical Investigation	\$23,850.00	\$23,000.00	\$27,200.00	\$28,800.00
d.	Bulkhead and Retaining Wall Inspection	\$4,825.00	\$5,000.00	\$2,300.00	\$4,000.00
e.	Preparation of Permit Applications	\$8,540.00	\$38,000.00	\$5,900.00	\$12,800.00
f.	Plans & Specifications	\$11,565.00	\$49,000.00	\$11,700.00	\$16,700.00
g.	Contract Plans	\$9,065.00	\$45,500.00	\$17,300.00	\$2,500.00
Total Proposed Fees (A through G)		\$69,860.00	\$174,500.00	\$83,900.00	\$96,800.00
Phase II	Inspection of the Culvert and Flap Gate				
a.	Inspection of Culvert and Flap Gates, recommendation	\$3,060.00	\$4,000.00	\$2,200.00	\$3,900.00
b.	Inspection Reports	\$3,310.00	\$5,000.00	\$4,900.00	\$3,600.00
c.	Repair replacement and specification (if applicable)	\$9,810.00	TBD Following Inspection	\$10,300.00	\$10,700.00
Total Proposed Fees (A through C)		\$16,180.00	\$9,000.00	\$17,400.00	\$18,200.00
Phase III	Phase III: - Phase III- Add Alternative				
a.	Hydraulic and hydrologic Analysis of Culvert	\$21,785.00	NA - TBD Following Phase II	\$4,700.00	\$8,400.00
b.	Topographic Survey & A-2 Survey (Existing/As built)	\$2,195.00		\$4,400.00	\$6,800.00
c.	Proposed Site Plans	\$14,420.00		\$5,400.00	\$8,100.00
d.	Contract Plans, specifications (replacement)	\$11,950.00		\$10,300.00	\$10,200.00
e.	Wetland delineation	\$0.00		\$800.00	\$3,000.00
f.	Additional Permits	\$12,000.00		\$3,200.00	\$12,800.00
g.	Geotechnical Investigation (Race added subphase)	\$16,580.00		NA	NA
Total Proposed Fees (A through G)		\$78,930.00	TBD	\$28,800.00	\$49,300.00
Phase IV	Bidding Phase				
Total Not-to-Exceed Fee		\$5,840.00	\$7,500.00	\$7,000.00	\$3,000.00
Phase V	Construction Administration and Oversight				
Total Not-to-Exceed Fee		\$34,760.00	\$50,000.00	\$44,800.00	\$9,000.00
Total Base Bid Proposed Fees (Phases I through V)		\$126,640.00	\$241,000.00	\$153,100.00	\$127,000.00
Total Proposed Fees with Add Alternate		\$205,570.00	TBD	\$181,900.00	\$176,300.00



Town of Fairfield
Purchasing Department
Sullivan Independence Hall, 1st Floor
725 Old Post Road
Fairfield, CT 06824

April 28, 2022

Attention: Ms. Corinne M. Dyer, Senior Buyer
cdyer@fairfieldct.org

Reference: Request for Proposal #2022-176 - Perry's Green Bulkhead
RFQ #2022-58 On-Call Coastal Engineering Services
RACE Proposal No. P2022075

Dear Ms. Dyer:

RACE COASTAL ENGINEERING, INC. ("RACE") is pleased to provide you with this proposal for Professional Engineering Services related to the design of a replacement bulkhead at Perry's Green, and the inspection and preparation of engineered repair plans and specifications for a stone culvert and flap gate structure beneath and adjacent to Harbor Road, in Southport. The purpose of this Agreement is to provide you with our understanding of RACE's Scope of Services and estimated fees to perform these services. The services are to be provided to the **Town of Fairfield** ("Client").

1. SCOPE OF SERVICES:

The following paragraphs identify the specific Scope of Services to be provided. Scope of Services under this agreement will include the following Phases based upon the Request for Proposal (RFP) #2022-176 dated 4/11/2022, and Addendum dated 4/21/2022:

- Phase 1: Inspection and Design – Bulkhead Replacement**
- Phase 2: Inspection of the Culvert and Flap Gates**
- Phase 3: Add Alternate - Design and Replacement of Culvert and Flap Gates**
- Phase 4: Bidding Phase**
- Phase 5: Construction Administration and Oversight**

Services specifically included in the Scope of Services are identified as *Basic Services*. Fees for *Basic Services* are listed in Section 3 of this Agreement. During the course of the Work, the Client may authorize services that are not specifically included in the Scope of Services. Such services are identified as *Additional Services*. The fees for *Additional Services* are in accordance with Section 3 of this Agreement.

Phase 1: Inspection and Design – Bulkhead Replacement

This Phase includes the inspection, design, and permitting of a replacement bulkhead, including south stone retaining wall at Perry's Green in Southport. The Phase is broken down into 7 separate subphases per the requirements of the RFP. For the purposes of this proposal, it has been assumed that **Phase 1.F is for a Preliminary Design** and **Phase 1.G is for a Final Design**. If a different breakdown of costs is desired, it can be provided to the Client following clarification. RACE's understanding of the extents of the project are shown in the below aerial photograph.



Figure 1 – Phase 1 Project Area

Phase 1.A: Topography, Bathymetry, & A-2 Survey (Exist. & As-Built)

Upon receiving Notice to Proceed, **RACE** will review historic site data, including but not limited to; permits, site surveys, geotechnical information, photographs, and other property documentation, as made available by the Client. **RACE** will utilize this information to build upon our prior experience working in and around Southport Harbor and develop and disseminate the background information as may be pertinent to the design of a new bulkhead structure at the Site.

RACE will schedule and attend one (1) on-site project kick-off meeting with the Client to review project goals and establish lines of communication for the duration of the project. **RACE** will prepare and send a summary of items discussed during the meeting for the Client’s records.

RACE will further prepare an internal Project Management Plan (“PMP”) and perform an internal kick-off meeting to discuss scope, schedule, and budget for the project. The PMP will identify roles, responsibilities, and budget for each member of the Project Team. Specific deliverable format requirements, scheduling, and related issues will also be discussed during the internal kick-off meeting.



RACE will coordinate and schedule boundary and topographic survey of the subject site. For the purposes of this Phase, the survey area will include both Perry’s Green and the culvert and flap gate structures along Harbor Road.

Survey will be performed under the direction of a Professional Land Surveyor licensed in the State of Connecticut and will conform to A-2 / T-2 class standards for accuracy. The survey will include property lines, including easements, general site features, and topography down to local Mean Low Water (MLW) elevation, and about 10’ to 20’ offshore of the bulkhead toe. Mudline elevations farther offshore of the bulkhead will be supplemented from most recent USACE hydrographic survey of this area. Other tidal datum including local Mean High Water (MHW) and the State of Connecticut, Coastal Jurisdiction Line (CJL) will be shown on the survey. Elevations will reference the North American Vertical Datum of 1988 (NAVD 88).

Existing tidal wetland (and inland wetland, if appropriate) boundaries will additionally be mapped during surveying efforts (see Phase 1.B below regarding Wetland Delineation).

Phase 1.A Deliverable:	A-2 / T-2 Boundary/Topography Survey of Perry’s Green & Culvert/Flap Gate Structures
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Phase 1.B: Wetland Delineation

RACE will contract the services of a Certified Professional Wetland and Soil Scientist to identify, delineate, and flag any tidal and inland wetlands in the vicinity of the project area. For the purposes of this Phase, this delineation will include any wetlands in the vicinity of both the bulkhead at Perry’s Green and the area within 100’ of the culvert and flap gate structures along Harbor Road. The wetland delineation will include a written report regarding methods and results of the completed work, and description of the wetlands and watercourses reviewed.

Phase 1.B Deliverable:	Wetland Flagging & Delineation Report
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Phase 1.C: Geotechnical Investigation

An exploration of geotechnical conditions will be required for the design of the replacement bulkhead structure. **RACE will develop a soil test boring plan and sub-contract a specialty drilling contractor, to perform the soil test borings.** It is anticipated that three (3) land-based and two (2) water-based soil test borings, conducted over a minimum of four (4) days, will be required to develop design conditions for the bulkhead. The actual number of drilling days that will be required to complete the soil test boring plan may vary, however drilling operations will not continue beyond four (4) days without prior authorization from the Client. As part of, but prior to, the drilling, the boring contractor will contact “Call Before You Dig” for utility mark-out.

RACE will witness the drilling and soil sampling operations. This will provide opportunity to make changes to the soil test boring plan, as may be appropriate to best characterize the subsurface conditions, within the scope and budget of work. Groundwater observations will be recorded. Typical drilling operations call for sampling of the borings at 5-ft intervals or at each observed change in the characteristics of an exposed material strata, using a Standard Penetration Test (SPT) sampler (ASTM D 1586). The borings will extend, and fully penetrate through compressible soils,



e.g., peat, organic silt, or soft fine-grained soils, into competent material of suitable bearing capacity, e.g., stiff or hard cohesive, compact, dense cohesionless soil, or bedrock.

Compressible soils, if encountered, may be sampled using thin wall tube (Shelby tubes) samplers (ASTM D 1587) to maintain an undisturbed soil sample condition. Samples will be retained for more definitive lab analysis, including but not limited to determination of shear strength, assessment of Atterberg Limits and other geotechnical properties as may be required for the bulkhead design.

Bedrock, if encountered, will be cored a minimum of 5 feet.

Soil test boring lengths may be shortened if repeatable conditions are found. Boring logs will be prepared by RACE and submitted with a final report of geotechnical findings detailing the results of the geotechnical investigation efforts, soil geo-physical testing (if performed) and typical subsurface profiles for the bulkhead replacement design.

For the purposes of this Phase, it has been assumed that the soils in the area are clean and not contaminated. Therefore, and since quantities will be limited due to boring diameter, it has been assumed that soil cuttings from soil test boring operations will be able to go back in the holes from which they were removed, and any excess material feathered evenly into adjacent grades. Should the Client require management of soil cuttings from soil test boring operations, a quote for such costs can be provided but will be highly dependent on the results of the sediment chemistry analysis yet to be performed.

Phase 1.C Deliverable:	Soil Test Boring Logs and Report of Geotechnical Findings
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Phase 1.D: Bulkhead and Retaining Wall Inspection

RACE will perform a low-water visual review of the existing bulkhead and south stone retaining wall structures to determine conditions and gather necessary information to further evaluate this area. The site investigations will be performed by a Professional Engineer licensed in the State of Connecticut, with experience in the evaluation of coastal structures. Destructive testing as may be required to determine structural strength is specifically excluded from this work. The review will be limited to above-water areas and will not include below-water investigations. Areas below-water will be reviewed as visible through the water column during low-tide.

RACE will disseminate data gathered during field investigations and prepare a report of findings regarding the bulkhead and retaining wall structures. The report will include photographs of the investigation areas, summary of conditions observed, and the recommended repair/replacement approach to both the bulkhead and south stone retaining wall. RACE will further review and make commentary regarding the existing top of bulkhead elevation, and potential to increase the bulkhead height to limit future flooding events.

RACE will schedule and attend a meeting with the Town to review the findings of this report.

Phase 1.D Deliverable:	Bulkhead and Retaining Wall Report of Findings
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Phase 1.E: Preparation of Permit Applications

RACE will prepare and submit regulatory permit applications to the CT Department of Energy and Environmental Protection (DEEP) and US Army Corps of Engineers (USACE). It is anticipated that the proposed bulkhead replacement work will qualify for approval under the Certificate of Permission (COP) process from DEEP, and under the Connecticut General Permit No. 2 (GP2) from USACE.

Note that actual COP and GP2 eligibility will be determined by DEEP and USACE. Should an application other than a COP or GP2 be required, such as a DEEP Structures, Dredging, & Fill and Tidal Wetlands application, or USACE Individual Permit application, additional costs may be incurred.

- **Permit Drawings**

RACE will utilize the preliminary design, to be completed under Phase 1.F below, to develop permit level drawings for submission to the regulatory agencies. The drawings will be detailed and formatted to the requirements of these agencies, which typically require 8.5"x11" drawing size format, and will include locations of coastal resources, and other pertinent items to the regulatory review. Drawings will be noted, "*Not for Construction, For Regulatory Review Only*" and will therefore not be sufficient for construction or building permit application submittal.

- **Permit Application Preparation**

It is anticipated that the proposed bulkhead replacement work will qualify for approval under the DEEP COP and USACE GP2 application processes. **RACE** will make initial inquires with the regulatory agencies to determine application eligibility based on a general scope of work to be performed.

Upon guidance from the regulatory agencies, **RACE** will prepare permit applications. The permit application will include written text, photographs, drawings, and other documents deemed necessary. Permit application fees will be the responsibility of the Client, as a direct pass-thru cost noted in this proposal. The current fee for a COP application is \$187.50 (including 50% municipal discount). There is no fee associated with the GP2, and the application used as part of the COP will be further used for GP2 submittal.

The CT Bureau of Natural Resources (BNR) will review the proposed activities for impacts to any known extant populations of Federal or State Endangered, Threatened or Special Concern Species that occur in the vicinity of this property. **RACE** will prepare the results from the BNR review which will be incorporated into the COP application.

It shall be understood by the Client that **RACE** has no control over regulatory authorities having jurisdiction, statutes, or site conditions that the project may be subject to. Any opinion of eligibility for authorization of any proposed structure or activity is made on the basis of professional judgment and experience. **RACE** makes no warranty, expressed or implied, that a proposed structure or activity, in whole or portion thereof, will be authorized by those agencies having jurisdiction.



- **State & Federal Application Follow-up Services**

RACE will respond to reasonable requests from the regulatory agencies concerning the contents of the application submittals. Included in the *Basic Services* of this Agreement are eight (8) hours of professional services for this effort. Actual costs for application follow-up will be based upon the hours needed multiplied by the appropriate hourly rates from the Rate Schedule, however exceedance of the eight (8) hours noted will not be made without approval from the Client.

Once the CT DEEP permit is obtained, the permit must be submitted to the Town Clerk’s office to be filed on the Land Records. Land Records filing is currently excluded from RACE’s Scope of Services but can be conducted at the billing rates noted in Section 2. Land Records filing fees to the Town will be the responsibility of the Client.

- **Local Permitting Services**

It is understood that the Client will apply for all local permits for the project except for any necessary Inland Wetlands Certificate or Permit. As the project area is located adjacent to tidal wetlands only, and no inland wetlands are believed to exist on-site, an application to the Inland Wetlands Department is not anticipated to be required and has therefore been excluded.

Phase 1.E Deliverable:	Submittal of State & Federal Permit Applications & Follow-Up (8 hours)
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Phase 1.F: Plans & Specifications (Preliminary Design)

It is anticipated that the bulkhead replacement design (including south stone retaining wall) will generally consist of an in-line or over-sheeting steel sheet pile (“SSP”) bulkhead. The replacement bulkhead will either be anchored with a tie-back anchor system or cantilevered (no anchor system) depending on soil properties.

RACE will prepare preliminary drawings and specifications of the bulkhead replacement, representative of an approximate 60% design level. Drawings and specifications will be prepared on 24”x36 drawing format size sheets. The Preliminary (60%) Design drawings will include title sheet, existing and proposed plans, typical sections, outline specifications, and written descriptions of the work.

For the purposes of this Phase, it has been assumed that the existing tidal wetland plants which are landward of the bulkhead line, are to be relocated elsewhere on-site as part of the regulatory permit requirements. No additional tidal wetland mitigation or landscape design is included as part of the *Basic Services* of this Agreement.

Phase 1.F Deliverable:	Preliminary Design Plans & Specifications – Bulkhead Replacement
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Phase 1.G: Contract Plans (Final Design)

After acceptance by the Client of the Preliminary Design Phase deliverables, RACE will prepare Final Design drawings and specifications indicating the scope, extent, and character of the work to be performed and furnished by the Contractor. Soil erosion and sedimentation control, and material dewatering (if required) plans will be shown. Final, construction level sections and details will be incorporated into the drawings. Material, construction, and performance specifications will be provided.

RACE will prepare a Bid Form to accommodate the drawings and specifications to assist with contractor pricing during bidding. It is anticipated that the drawings, specifications, and Bid Form will be utilized in a standard Town of Fairfield bid package which may include, among other things a; notice to bidders, draft construction contract, insurance and bonding requirements, prevailing wage information, etc.

RACE will furnish the Final Design deliverables to the Client for review as “Draft” and will respond to one round of reasonable, Client provided commentary and revisions to be incorporated, as necessary, into the Final Design deliverables. A total of six (6) hours of Professional Services is included as part of this effort. RACE’s services under the Final Design Phase will be considered complete following delivery of the revised Final Design documents to the Client.

Phase 1.G Deliverable:	Final Design Plans & Specifications – Bulkhead Replacement
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Phase 2: Inspection of the Culvert and Flap Gate

This Phase includes the inspection and design of in-place repairs, for a stone culvert, and flap gate structure, beneath and adjacent to Harbor Road in Southport. The Phase is broken down into 3 separate subphases per the requirements of the RFP. RACE’s understanding of the extents of the project are shown in the below aerial photograph.





Figure 2 – Phase 2 Project Area

Phase 2.A: Inspection of Culvert and Flap Gates

RACE will perform a low-water visual review of the existing stone culvert, splash apron and flap gate structures (including dike and retaining walls) to determine conditions and gather necessary information to further evaluate this area. The site investigations will be performed by a Professional Engineer licensed in the State of Connecticut. The inspection will be conducted in accordance with the CT DOT Bridge Inspection Manual. Among other things the inspection will focus on the following aspects of the culvert:

- **Approach Roadway and Embankment** – This portion of the review will focus on the above roadway including any observed settlement and/or patch repairs, alignment concerns, and/or embankment erosion.
- **Waterway** – This portion of the review will focus on the waterway which flows through the culvert including any changes in ground cover, channel/streambed erosion, high water marks, and any debris build-up.
- **Culvert Barrel and End Treatments** – This portion of the review will focus on the culvert interior retaining walls, wingwalls, footings, and the presence of any debris or sediment build-up.
- **Splash Apron** – This portion of the review will focus on the splash apron at the mouth of the culvert including any erosion, stone displacement, or undermining of the primary culvert structure.



Note the interior of the stone culvert is believed to be accessible by foot. However, the pipe penetrations through the flap gate structure are much smaller and will only be reviewed from exterior locations, and/or with the use of a snaking camera.

Destructive testing as may be required to determine structural strength is specifically excluded from this work.

Phase 2.A Deliverable:	No specific deliverable...Deliverable to be provided in Phase 2.B below
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Phase 2.B: Inspection Report – Stone Culvert and Flap Gates

RACE will disseminate data gathered during field investigations in Phase 2.A above and prepare a report of findings regarding the stone culvert and flap gate structures. The report will include photographs of the investigation areas, summary of conditions observed, and the recommended repair/replacement approach.

Phase 2.B Deliverable:	Stone Culvert and Flap Gate Structure Report of Findings
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Phase 2.C: Repair Specifications – Stone Culvert and Flap Gates (Final Design)

Should the results of the Phase 2.A and 2.B indicate that the existing structures can be repaired in-place, RACE will prepare Final Design drawings and specifications indicating the scope, extent, and character of the work to be performed and furnished by the Contractor. It is anticipated that repairs will be limited in scope and nature and may include such activities as; patching of concrete, chinking and resetting of displaced stones, repointing mortar joints, and other similar repairs. No major earthwork excavation or substantial maintenance is envisioned as part of this work. Repairs envisioned are those which may be accomplished through the DEEP Coastal Maintenance General Permit, however no regulatory permit application preparation or coordination is included as part of this Phase. The replacement of the existing flap gates would be included in the repair plans if determined to be necessary, but such work is not believed to be GP eligible.

Phase 2.C Deliverable:	Final Design Plans & Specifications – Stone Culvert & Flap Gate Structure (In-place repair only)
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Phase 3: Add Alternative – Design and Replacement of Culvert and Flap Gates

It is understood that this Phase may be initiated if it is found during Phase 2 that the existing stone culvert and tide flap structures could not be repaired and would need to be replaced in their entirety. The Phase is broken down into 6 separate subphases per the requirements of the RFP, plus 1 additional subphase based on RACE’s understanding that additional land-side soil test borings within Harbor Road and on adjacent private property would be required to design replacement structures. For the purposes of this proposal, it has been assumed that Phase 3.C is for Preliminary Design and Phase 3.D is for Final Design. If a different breakdown of costs is desired, it can be provided to the Client following clarification.



Phase 3.A: Hydraulic and Hydrologic Analysis of Culvert

The hydraulic and hydrologic analysis of the culvert will proceed as follows:

○ Initial Evaluation

Locate, obtain, and review available existing information relative to the project hydrology, hydraulics and bridge scour, including but not limited to, the FEMA Flood Insurance Study publication (if applicable), mapping and any previous reports that were developed. Based on preliminary investigation, the watershed upstream of Perry Green Culvert is estimated to be 0.34 square miles based on STREAMSTATS. According to ConnDOT Drainage Manual, the structure is classified as a small structure (less than 1 mi² drainage area). The proposed structure shall be designed to maintain a freeboard of one foot (for a culvert) during the 50-year design storm.

○ Hydrologic Analysis

- Develop Hydrologic Design Discharge – Determine the appropriate design discharge to be used for sizing the structure based on applicable methods outlined in ConnDOT Drainage Manual.
- Design Discharge – The design flood discharges shall be estimated for the 2-, 10-, 50-, 100-, 200- and 500-year storms.

○ Hydraulic Analysis

Preliminary Hydraulic Analyses – All hydraulic analyses will be performed in accordance with the current Connecticut Department of Transportation Drainage Manual, the town’s Drainage design requirements and the most recent version of the CTDEEP “Hydraulic Analysis Guidance Document”. The hydraulic analysis for the culvert replacement will be performed using Army Corp of Engineers HEC-RAS hydraulic model. Data from FEMA model will be used as base model. The geometry for the hydraulic analyses will be supplemented based on surveyed cross sections and detailed bridge crossing survey and GIS contour data for the overbanks. The limits of the hydraulic model will be extending approximately few hundred feet upstream of Perry Green crossing. It should be noted that the tidal impacts will be modeled using a set of backwater conditions for various tidal conditions using 1D model. A 2-D analysis of the tidal impact is not included in this Scope.

A review of the effective FEMA Map for the area shows the Perry Green Road culvert is located in a FEMA coastal flood zone. This implies that a detailed hydraulic analysis might have been performed for this brook. The hydraulic analysis for the bridge replacement will be performed using HEC-RAS hydraulic model. The following hydraulic models will be developed:

- a. Existing Hydraulic Model - The baseline hydraulic performance will be evaluated for the 2-, 10-, 50- 100- and 500-year flood events using the approved design discharge rates to estimate the water surface elevations, velocities and overtopping conditions.



- b. Proposed Hydraulic Model – The hydraulic performance for the proposed condition and up to three (3) structure types, will be evaluated for the 2-, 10-, 50-, 100- and 500-year flood events using the approved design discharge rates.

A structure will be selected based on the required hydraulic criteria while considering the structural factors, projects costs and permitting requirements. Hydraulic evaluation of the various openings will be performed. A summary of hydraulic findings will be included in the Preliminary Hydraulic analysis Report. The preliminary hydraulic summary will include a discussion and conceptual plans for the temporary conveyance of the existing stream and flood contingency during construction for each of the structure alternates.

- o Preliminary Scour Analysis

If the proposed structure is a closed box culvert, a bridge scour analysis will not be required as the closed bottom structures are considered scour resistant. If an open bottom structure is required, bridge scour will be evaluated using the latest versions of FHWA Hydraulic Engineering Circular (HEC) Nos. 18, 20 and 23 and the ConnDOT Drainage Manual. Irrespective of the type of proposed structure scour countermeasures may be required for the upstream side end of the crossing. Conceptual scour countermeasures will be evaluated.

- o Preliminary Hydraulic Report

We will prepare a preliminary hydraulic report for Town review which summarizes the results of the Existing, Proposed, and Temporary Construction Conditions design models for the 2-, 10-, 50-, 100- and 500-year design discharges. The report will include the following:

- a. Report narrative describing hydrology, existing and proposed structures, hydraulic modeling, temporary hydraulic facilities conditions, drainage summary and hydraulic results.
- b. Project location map and cross-sections location maps
- c. Profile plots and hydraulic cross-section plots generated by HEC-RAS (to scale)- Existing & Proposed at 50-year design discharge
- d. Hydraulic comparison tables - Existing vs. Proposed & 50-year Water Surface Elevation, and Existing vs. Proposed 10-year Average Channel Velocity
- e. Narrative describing stage construction, water handling, temporary hydraulic facilities, flood contingency and the development and results of the temporary conditions model;

One (1) copy of the Preliminary Hydraulic Report will be submitted for review by the Client. The Preliminary Hydraulic Report will be revised to incorporate any written comments received. One (1) copy of the revised Preliminary Hydraulic Report will be submitted to the Town.

- o Final Hydraulic Analysis, Scour Analysis and Report

We will perform final hydraulic and scour analysis to reflect the final culvert design plans. The Final Hydraulic Report will be prepared by revising the Preliminary Hydraulic Report to incorporate any comments/suggestions from the Town and revisions to hydraulic analysis to



reflect the final design plans. The Final Hydraulic Report will include the narrative and supporting data.

One (1) copy of the Final Hydraulic Report will be submitted to the Client.

Phase 3.A Deliverable:	Final Hydraulic Report
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Phase 3.B: Topographic Survey and A-2 Survey (Exist. & As-Built)

The baseline topographic / A-2 survey work required for the stone culvert and flap gate structures is included in Phase 1.A above. The As-Built survey of the replacement culvert and flap gate structure will be provided to same standards as above.

Phase 3.B Deliverable:	As-Built Survey – Stone Culvert and Flap Gate Structure
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Phase 3.C: Proposed Site Plans (Replacement - Preliminary Design)

It is anticipated that the culvert replacement design (including south stone retaining wall) will generally consist of a pre-cast concrete box culvert, founded on suitable bearing stratum or deep foundation elements, and the flap gate replacement structure is of a concrete semi-gravity retaining wall design with new self-regulating tide gates.

RACE will prepare preliminary drawings and specifications of the culvert and flap gate replacements, representative of an approximate 60% design level. Drawings and specifications will be prepared on 24"x36 drawing format size sheets. The Preliminary (60%) Design drawings will include title sheet, existing and proposed plans, typical sections, outline specifications, and written descriptions of work.

No partial lane opening, construction sequencing, roadway closure, or detouring plans are envisioned as part of this work as it has been assumed that this section of roadway will be closed to both lanes of traffic during construction.

If this Add Alternative is pursued by the Town, funds from Phase 2.C (Repair Design) will additionally be utilized to support this task, since the repair work will not be pursued.

For the purposes of this Phase, it has been assumed that no separate tidal wetland mitigation or landscape design will be required, as any anticipated impacts will be temporary in-nature.

Phase 3.C Deliverable:	Preliminary Design Plans & Specifications – Stone Culvert & Flap Gate Structure Replacement
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Phase 3.D: Contract Plans (Replacement - Final Design)

After acceptance by the Client of the Preliminary Design Phase deliverables, RACE will prepare Final Design drawings and specifications indicating the scope, extent, and character of the work to be performed and furnished by the Contractor. Soil erosion and sedimentation control, and material



dewatering (if required) plans will be shown. Final, construction level sections and details will be incorporated into the drawings. Material, construction, and performance specifications will be provided.

RACE will prepare a Bid Form to accommodate the drawings and specifications to assist with contractor pricing during bidding. It is anticipated that the drawings, specifications, and Bid Form will be utilized in a standard Town of Fairfield bid package which may include, among other things a; notice to bidders, draft construction contract, insurance and bonding requirements, prevailing wage information, etc.

RACE will furnish the Final Design deliverables to the Client for review as “Draft” and will respond to one round of reasonable, Client provided commentary and revisions to be incorporated, as necessary, into the Final Design deliverables. A total of six (6) hours of Professional Services is included as part of this effort. RACE’s services under the Final Design Phase will be considered complete following delivery of the revised Final Design documents to the Client.

Phase 3.D Deliverable:	Final Design Plans & Specifications – Culvert & Flap Gate Structure Replacement
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Phase 3.E: Wetland Delineation

Wetland identification, flagging, and reporting for the stone culvert and flap gate structure area in included in Phase 1.B above.

Phase 3.E Deliverable:	Deliverable included in Phase 1.B above
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Phase 3.F: Additional Permits

It is anticipated that the replacement of these structures will require submission of a full Structures, Dredging, & Fill and Tidal Wetlands (SDFTW) application to DEEP. In addition to the items noted for the COP application in Phase 1.E above, pre-application submittals to the Harbor Management and Shellfish Commissions, CT Bureau of Aquaculture, and USACE will be required prior to filing.

RACE will prepare necessary permit application forms and ancillary documents as required by the SDFTW permit process, for submittal to DEEP and USACE. The permit application will include written text, photographs, and permit level drawings.

Prior to filing, a public notice of the permit application must be filed in a local newspaper of general circulation. RACE will prepare and submit the public notice. A copy of the public notice must be submitted to the chief elected official of the municipality the project is located, as well as to the adjacent property owners within 500’ of the site boundaries. Proof of the notice filing, and mailings must be included in the application.

The current fee for a SDFTW application, for projects less than 5,000 SF in area, is \$330 (includes 50% municipality discount). Permit filing, public notice and mailing fees will be billed as pass-thru costs to the Client.

RACE will further file Inland Wetlands Certificate application (if determined to be necessary).



Phase 3.F Deliverable:	Submittal of State & Federal Permit Applications & Follow-Up (8 hours)
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Phase 3.G: Geotechnical Investigations (RACE added subphase)

Additional landside soil test borings will be required to properly design the replacement structures for the stone culvert and flap gate structures. A budget of two (2) days for soil test borings within Harbor Road is included. A road opening permit will be secured prior to soil test boring operations, however costs for Town of Fairfield Police Department personnel is excluded. Soil test borings will be conducted, logged, and a final report of geotechnical findings prepared per Phase 1.C above.

Phase 3.G Deliverable:	Soil Test Boring Logs and Report of Geotechnical Findings
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Phase 4: Bidding Phase Services

RACE will provide bidding assistance to the Client, associated with Phases 1 and 2. For the purposes of this proposal, it has been assumed that each project (under Phases 1 and 2 respectively) will be bid separately. Such assistance may include, among other things:

- Attendance of pre-bid meetings
- Preparation of responses to bidder’s requests for information (RFIs)
- Preparation of bid addenda
- Bid tabulation
- Consultation regarding prospective contractor qualifications and deliverables
- Attendance of prospective contractor interviews

Thirty-two (32) hours of Professional Services are included as part of this Phase.

Phase 4 Deliverable:	Bidding Phase Services as Requested (32 Hours)
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Phase 5: Construction Administration & Oversight

RACE will assist the Client, as requested, with construction administration and oversight activities for Phase 1 and 2 construction work. The services to be provided will include but not be limited to:

- Preparation and coordination of pre-construction meetings
- Review of shop drawings and required submittals
- Review of contractor Requests for Information (RFIs)
- Assessment of changes that may be required due to unforeseen conditions
- Review of work in progress for general compliance with the Construction Documents and submittal of weekly summary reports to Client
- Review of Contractor’s invoices
- Post-Construction close-out requirements as may be required by regulatory agencies



The fees associated with this work are based on the hourly rates included herein. Actual amounts invoiced may vary from the estimated amount due to numerous factors outside the control of RACE including, but not limited to; contractor schedule, regulatory requirements, material testing requirements, etc.

For the purposes of this proposal, it has been assumed that the bulkhead replacement and stone culvert/flap gate repair work will occur simultaneously, over the course of **5 months**. This will allow for overlap of review by RACE’s field inspector. A total of **242 hours** has been included for this effort, which equates to approximately **11 hours per week** (including 8 hours of field engineer, 1 hour of project engineer, and 2 hours of project manager) during the 5-month duration.

Phase 5 Deliverable:	Construction Administration Services as Requested (242 Hours)
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2. EXCLUSIONS AND LIMITATIONS:

The Scope of Services described under Section 1 of this Agreement include specific services that RACE will perform, which are considered as *Basic Services*. Certain information may be required to be provided by others prior to or during the performance of such services which is not part of the *Basic Services*. Services to be performed by others or services not specifically listed as *Basic Services* within the Scope of Services consist of, but are not limited to, the exclusions listed below. The Client may authorize RACE to perform any of the services listed below or other services, and such services shall be considered as *Additional Services*.

1. Hydrographic Surveying (except as noted)
2. Underwater Investigations
3. Dredge material sediment sampling and testing
4. Sampling and/or testing (destructive or non-destructive) of materials
5. Review for submerged aquatic vegetation (SAV), wildlife resources and habitat, benthic habitat, and indigenous aquatic life
6. Local permitting services (except as noted)
7. Participation in presentations and public hearings
8. Regulatory application and other fees that may be required by federal, state, or local agencies
9. Professional Design Services other than specifically noted herein
10. Attendance to meetings except as noted herein
11. Landscape Architecture and preparation of planting plans, plant list, or plant specifications
12. Design of utilities such as electrical, water, and sanitary service
13. Design of repairs to ancillary structures.
14. Use of REVIT® to prepare drawing product
15. Preparation of an Opinion of Probable Cost
16. Construction Management
17. Corrective revisions due to errors in fabrication or placement of items by a construction contractor or his sub-contractors.
18. Review and approval of alternate designs proffered by the contractor.
19. Assessment of changes that may be required due to unforeseen conditions
20. Reproduction, mailing and courier costs

Basic Services to be provided in this Agreement are based on information provided by the Client. It shall be understood by the Client that conditions may be revealed during the course of the project that were unknown during preparation of this Agreement. Such conditions may require *Additional Services* to be performed.



3. ESTIMATED FEES:

Basic Services

The estimated fees for the *Basic Services* are broken down by Phase on the following Fee Schedule. A Retainer Fee in the amount of \$-0- shall be paid by the Client to RACE as a condition to commence service. The retainer shall be applied against the final invoice.

FEE SCHEDULE

PHASE 1 – INSPECTION AND DESIGN – BULKHEAD REPLACEMENT	
Phase Description	Basic Services Fees
Phase 1.A: Topography, Bathymetry, & A-2 Survey (Exist. & As-Built)	\$10,725
Phase 1.B: Wetland Delineation	\$1,290
Phase 1.C: Geotechnical Investigation	\$23,850
Phase 1.D: Bulkhead and Retaining Wall Inspection	\$4,825
Phase 1.E: Preparation of Permit Applications	\$8,540
Phase 1.F: Plans & Specifications (Preliminary Design)	\$11,565
Phase 1.G: Contract Plans (Final Design)	\$9,065
PHASE TOTAL (Phases 1.A through 1.G)	\$69,860

PHASE 2 – INSPECTION OF THE CULVERT AND FLAP GATE	
Phase Description	Basic Services Fees
Phase 2.A: Inspection of Culvert and Flap Gates	\$3,060
Phase 2.B: Inspection Report – Stone Culvert and Flap Gates	\$3,310
Phase 2.C: Repair Specifications – Stone Culvert and Flap Gates (Final Design)	\$9,810
PHASE TOTAL (Phases 2.A through 2.C)	\$16,180



PHASE 3 – ADD ALTERNATE – DESIGN AND REPLACEMENT OF CULVERT & FLAP GATES	
Phase Description	Basic Services Fees
Phase 3.A: Hydraulic and Hydrologic Analysis of Culvert	\$21,785
Phase 3.B: Topographic Survey and A-2 Survey (As-Built Only, Baseline included in 1.A)	\$2,195
Phase 3.C: Proposed Site Plans (Replacement - Preliminary Design)	\$14,420
Phase 3.D: Contract Plans (Replacement - Final Design)	\$11,950
Phase 3.E: Wetland Delineation (Included in costs for 1.B)	\$ 0
Phase 3.F: Additional Permits	\$12,000
Phase 3.G: Geotechnical Investigations (RACE added subphase)	\$16,580
PHASE TOTAL (Phases 3.A through 3.G)	\$78,930

PHASE 4 – BIDDING PHASE SERVICES	
Phase Description	Basic Services Fees
Phase 4: Bidding Phase Services (32 hours)	\$5,840
PHASE TOTAL (Phase 4)	\$5,840

PHASE 5 – CONSTRUCTION ADMINISTRATION AND OVERSIGHT	
Phase Description	Basic Services Fees
Phase 5: Construction Administration and Oversight (242 hours)	\$34,760
PHASE TOTAL (Phase 5)	\$34,760



BASE BID TOTAL	
Phase Description	Basic Services Fees
PHASE 1: INSPECTION AND DESIGN – BULKHEAD REPLACEMENT	\$69,860
PHASE 2: INSPECTION OF THE CULVERT AND FLAP GATE	\$16,180
PHASE 4: BIDDING PHASE SERVICES	\$5,840
PHASE 5: CONSTRUCTION ADMINISTRATION AND OVERSIGHT	\$34,760
BASE BID TOTAL (PHASES 1, 2, 4, & 5)	\$126,640

3. ADDITIONAL INFORMATION

Per the RFP, it was requested for the consultant to list any additional information including exceptions, confirmation of deadline/schedule, and/or any additional costs the Town may incur.

- **Confirmation of Schedule**

RACE confirms that we have the resources and will make the commitment to meet the schedule outlined in the RFP based on factors within our control. This commitment is based on; 1) receipt of Notice to Proceed being received by May 16, 2022; 2) Project kick-off meeting with Town by May 23, 2022; and 3) prompt review and comments from the Town on submittals. Additionally, while RACE is committed to making timely permit application filings, the review schedule and issuance of permits will be at the discretion of the regulatory agencies.

- **Potential Additional Costs**

A potential area for additional costs is related to the Construction Administration and Oversight Phase. We have based our fees on a 5-month duration which we believe to be reasonable for the base bid work. If either; 1) contractor schedule extends beyond this assumption; or 2) there are special inspection requirements that would necessitate additional inspection time, then additional fees would be incurred.



Additional Services

During the course of the Work, the Client may authorize services that are not specifically included in the Scope of Services. Such services are identified as *Additional Services*. The fees for *Additional Services* are NOT included in the fees for the *Basic Services*. All time and materials invoices and all *Additional Services* which may be required or requested by the Client during the performance of the *Basic Services* shall be invoiced per the following Rate Schedule for the professional services indicated. These rates are subject to change at the beginning of each calendar year.

2022 RATE SCHEDULE

POSITION	HOURLY RATE	POSITION	HOURLY RATE
Principal	\$225.00	Project Engineer	\$150.00
VP of Coastal Engineering	\$225.00	Engineer	\$130.00
Project Manager	\$195.00	Field Technician	\$130.00
Senior Engineer	\$195.00	CAD Operator	\$120.00
Coastal Engineer	\$150.00	Administrative	\$75.00



4. GENERAL TERMS AND CONDITIONS:

This Agreement shall be governed by the laws of the State of Connecticut.

Payment Terms All reimbursable expenses shall be invoiced at direct cost plus 10% overhead expense. Reimbursable expenses shall include such expenses as: overnight deliveries; courier services; reproduction of documents; shipping and mailing expenses; and any other disbursement including, without limitation, application fees made on behalf of the Client. The total fee payable, projected prior to commencement of services, if stated, shall be a reasonable estimate subject to change. The final fee shall not exceed by more than 10% of such estimate, exclusive of reimbursable expenses, without prior written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those included as a part of this Agreement.

Invoices for professional services shall be submitted, at the option of the Engineer, either upon completion of such services or on a monthly basis. Invoices shall be payable within thirty (30) days after the date of the invoice. All billings over thirty (30) days past due will be subject to interest charges of 1.0% per month on the unpaid balance. In the event that part or all of the account remains unpaid in full, ninety (90) days after initial billing, the Client shall be responsible for all costs of collection including, without limitation, reasonable attorney’s fees. This Agreement is notice, where required, that the Engineer shall file a lien whenever necessary to collect past due amounts. Failure to make payment within thirty (30) days of invoice shall constitute a release of RACE from any and all claims which client may have, either in tort or contract, and whether known or unknown at the time.

Unconditional Payment Payment to RACE is expressly not conditioned upon the Client receiving any payment from third parties who are not a party to this Agreement, such as property owners, developers, funding agencies.

Risk Allowance The parties to this Agreement agree that the risks of the proposed project shall be those as set forth in the PURCHASING AUTHORITY TOWN OF FAIRFIELD INSTRUCTIONS FOR BIDDERS TERMS AND CONDITIONS OF BID No. 22-58, which are herein incorporated by reference into this Agreement.

Standard of Care The Standard of Care as defined under this Agreement shall mean the rendering of services with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances, and do so in a reasonably careful and prudent manner. Services requested by the Client, which are in the opinion of RACE, beyond the normal Standard of Care, are considered as *Additional Services*.

Flow of Work Fees assume a steady progression of the work from start to finish. A start-up fee will be charged to resume work delayed for more than 30 days for any reason. This Agreement for engineering services is based upon the assumption that the Client will provide all required

information in a timely manner. RACE will not be expected to proceed with portions of his work until necessary information to be provided by the Client and requested in writing by RACE has been provided. If the Client requests RACE to perform work out of sequence or based upon preliminary information, then additional time required to perform work under these circumstances or to revise work based on revised project data or criteria supplied by the Client will be billable as *Additional Services*.

Opinion of Probable Costs In providing an Opinion of Probable Cost for any construction work, it shall be understood by the Client that RACE has no control over the cost or availability of labor, equipment, materials, market conditions, or the Contractors method of pricing. Any Opinion of Probable Cost provided by RACE is made on the basis of professional judgment and experience. RACE makes no warranty, express or implied, that any bids or negotiated cost of the Work will not vary from the Opinion of Probable Cost provided.

Ownership of Documents All documents produced by RACE under this Agreement, such as drawings, specifications, and computer files, are instruments of service and shall remain the property of RACE and may not be altered or used by the Client for any other endeavor without the written consent of RACE.

Concealed Conditions It is understood by the parties to this Agreement that the evaluation, reconstruction or rehabilitation of an existing structure requires that certain assumptions be made regarding existing conditions which are concealed or otherwise not visible. Some of these assumptions may not be verifiable without significant cost or destroying otherwise adequate and serviceable portions of the structure. Where it is impractical to verify assumptions concerning hidden conditions, RACE assumes no responsibility for any additional costs or liabilities associated with existing conditions which deviate from that assumed.

Existing Conditions Information on the existing structures have been obtained from existing drawings, preliminary site visits, and other documents. This Agreement is based upon the assumption that the construction of the existing structures was done in strict accordance with these drawings or with common construction standards and that the existing structural elements are, unless noted herein, in sound condition and are fully permitted with all required regulatory agencies. No attempt has been made to verify the integrity of the existing structures other than what will be explicitly shown on our drawings, and we assume no responsibility for its condition if it should turn out not to be adequate. It shall be the responsibility of the contractor for the construction of the new structure to report to RACE immediately any discrepancies and any evidence of impairment of structural strength found during the course of construction.

Client Provided Information RACE shall be entitled to generally rely on the accuracy and completeness of information and documents furnished by Client and by other



consultants such as surveys, soil boring logs, geotechnical reports, and working drawings of existing structures. Any substantial inaccuracies in the quality or completeness of information provided which requires a substantial effort to change or correct our work which is based on Client provided information shall constitute a change in the Scope of Services and be subject to the provisions which pertain to *Additional Services*.

Jobsite Safety Neither the professional activities of RACE, nor the presence of RACE or its sub-consultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies.

Time Period for Accepting Contract This Agreement is valid for a period of 30 days, after which the Consultant reserves the right to review and revise the estimated fee, time schedule, and other terms specified herein.

Alternate Dispute Resolution All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or breach thereof (except claims by RACE or its associates for fees and costs for professional services) will be presented to non-binding mediation, subject to the parties agreeing to a mediator(s).

Contract Signatures The individual executing this Agreement, if acting on behalf of a partnership, corporation, or funding agency, represents that he has the authority to do so.

Discovery of Unanticipated Hazardous Materials Hazardous materials or certain types of hazardous materials may exist where there is no reason to believe they could or should be present. RACE and the Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. The Client and RACE also agree that the discovery of unanticipated hazardous materials may make it necessary for RACE to take immediate measures to protect human health and safety, and/or the environment. RACE agrees to notify the Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. The Client encourages RACE to take any and all measures that in RACE’s professional opinion are justified to preserve and protect the health and safety of RACE’s personnel and the public, and/or the environment, and the Client agrees to compensate RACE for the additional cost of such work. In addition, the Client waives any claims against RACE and agrees to indemnify for injury or loss arising from RACE’s encountering unanticipated hazardous materials or suspected hazardous materials. The Client also agrees to compensate RACE for any time spent and any expenses incurred by RACE in defense of any such claim, with such compensation to be based upon RACE’s prevailing fee schedule and expense reimbursement policy.

Indemnification The Client agrees to hold harmless and indemnify RACE for and against all claims, damages, awards and costs of defense arising out of delays in or failures of RACE’s performance resulting from events beyond the control of RACE. The Client agrees to stipulate within the contract documents between the Contractor and the Client, that the Contractor or Client shall purchase and maintain, during the course of construction, “all-risk” builder’s risk insurance in a reasonable amount of coverage which names RACE, the Contractor, the Client, and the Client’s agents as additional insureds.

Delivery of Electronic Files In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by RACE, the Client agrees that all such electronic files are instruments of service of RACE, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights. The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer these electronic files to others without the prior written consent of RACE. The Client further agrees to waive all claims against RACE resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than RACE. The Client and RACE shall agree upon the format for any electronic files furnished by either party prior to the initiation of work. Any changes to the electronic specifications by either the Client or RACE are subject to review and acceptance by the other party. Additional services by RACE made necessary by changes to the electronic file specifications shall be compensated for as *Additional Services*. Electronic files furnished by either party shall be subject to an acceptance period of thirty (30) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by RACE and electronic files, the signed or sealed hard-copy construction documents shall govern. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless RACE, its officers, directors, employees and sub-consultants against all damages, liabilities or costs, including reasonable attorneys’ fees and defense costs, arising from any changes made by anyone other than RACE or his designate from any reuse of the electronic files without the prior written consent of RACE. Under no circumstances shall delivery of electronic files for use by the Client be deemed a sale by RACE, and RACE makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall RACE be liable for indirect or consequential damages as a result of the Client’s use or reuse of the electronic files, unless those damages are a result of an error or omission which is shown on both the hard-copy documents and the electronic files.



Termination

- (1) This Agreement between the Client and RACE may be terminated by either party and shall be deemed effective upon receipt of seven (7) days prior written notice.
- (2) If this Agreement is terminated during the course of performance of the work, RACE shall be paid within seven (7) days of such termination the reasonable value

of the services performed during the period prior to the effective date of termination.

- (3) If, prior to termination of this Agreement, any work by RACE during any phase of the work is suspended in whole or in part for more than three (3) months or abandoned after written notice from the Client, RACE shall be paid for such services performed prior to receipt of such notice.

5. AUTHORIZATION:

We are prepared to undertake this project upon of receipt of your written authorization to proceed. Please sign this Agreement and return one fully executed copy and the requested retainer fee to this office. We recommend that you retain a copy for your records. If you have any questions, please do not hesitate to contact the undersigned. We are looking forward to working with you on this project.

OFFERED BY:

AUTHORIZED BY:



(authorized signatory)

(Date)

Devin Santa, PE
President

(printed name/title)

(printed name/title)

RACE COASTAL ENGINEERING, INC.

Town of Fairfield
For (Client Name)



COST PROPOSAL

Shortlisted Firm: RACE COASTAL ENGINEERING, INC.

The proposal should include all of the necessary costs to complete the following minimum scope of work as presented above. Proposal should be submitted on company letterhead with a detailed breakout of the costs shown below:

Phase I - Inspection and Design

a.)	Topo Survey, Bathymetric Survey and A-2 Survey (existing/as built)	\$ 10,725
b.)	Wetland Delineation	\$ 1,290
c.)	Geotechnical Investigation	\$ 23,850
d.)	Bulkhead and Retaining Wall Inspection	\$ 4,825
e.)	Preparation of Permit Applications	\$ 8,540
f.)	Plans & Specifications	\$ 11,565
g.)	Contract Plans	\$ 9,065
Total Proposed Fees (A through G)		\$ 69,860

Phase II - Inspection of the Culvert and Flap Gate

a.)	Inspection of Culvert and Flap Gates, recommendation	\$ 3,060
b.)	Inspection Reports	\$ 3,310
c.)	Repair replacement and specification (if applicable)	\$ 9,810
Total Proposed Fees (A-C)		\$ 16,180

Phase III: - Phase III- Add Alternative - Design and Replacement of Culvert and Flap Gates

a.)	Hydraulic and hydrologic Analysis of Culvert	\$ 21,785
b.)	Topographic Survey & A-2 Survey (Existing/As built)	\$ 2,195
c.)	Proposed Site Plans	\$ 14,420
d.)	Contract Plans, specifications (replacement)	
e.)	Wetland delineation	\$ 11,950
f.)	Additional Permits	\$ 0.00 (included in 1.B)
Total Proposed Fees (A-F)		\$ 78,930*

* See page 7 of 7 for additional costs suggested for Phase III

Phase IV: Bidding Phase

Not-to- Exceed Fee	\$ 5,840
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Phase V: Construction Administration and Oversight

Not-to- Exceed Fee	\$ 34,760
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Base Bid-Total Phases (I, II, IV, V)	\$ 126,640
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Consultants shall list any additional information including exceptions, confirmation of deadline/schedule, and/or any additional costs the Town may incur.

RACE added 3.G: Geotechnical Investigations for the culvert replacement.
\$16,580.

See attached scope document for exceptions, confirmation of deadline
and schedule and additional costs the Town may occur.

DEADLINES

All RFI's shall be submitted via email to Corinne Dyer; cdyer@fairfieldct.org
by **Noon on Wednesday, April. 20th 2022.**

RFPs shall be submitted electronically by **Noon on Thursday, April 28th 2022** to
cdyer@fairfieldct.org



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

Award Recommendation Resolution:

On, Thursday, 26 May 2022, the Purchasing Authority awarded bid number 2022-77 Request for Proposals for Electric Vehicle Charging Stations to All Electric, West Haven, CT based on the firms' qualification, experience, and competitive fee proposal.

- All Electric will provide and install ten (10) dual, level 2, JuiceBar Gen 3 charging stations at Sullivan Independence Hall, 725 Old Post Road.
- Included in the installation is a new 1000 Amp Electrical Service, charging station software to track and trend usage, and all coordination with utilities and charging manufacturer.
- All Electric has provided a competitive fee schedule, as well as the low apparent base bid for the project, in the amount of \$209,710.00.
- All Electric will administer all required documentation and coordination for the United Illuminating Incentive program, for a potential maximum credit amount of \$20,000.00 to be deducted from the base bid.
- The Town is utilizing Deduct item for site work trenching, to be performed by the Town of Fairfield Department of Public Works.
- The Town is utilizing Add Alternate #2- Lighting, for the amount of \$28,075.00, as well as the voluntary Alternate to install Ethernet from the building to the charging stations, in the amount of \$13,489.00
- The Town is utilizing the proposed Additional Five Year Warranty on parts, in the amount of \$19,000.00.
- All Electric has provided the Town a list of successful electric charging station projects completed.

The award of this contract may be subject to the review and approval of the Board of Selectman.


Brenda L. Kupchick, First Selectwoman


Gerald J. Foley, Director of Purchasing

	All Electric		
	Cellular with SIM Cards & 5 Year Warranty on Parts	With Ethernet installed & 5 Year Warranty on Parts	With Ethernet installed (5Y Warranty Waived)
Install Year 1- Base bid + Lighting Add Alt + Deduct (Town does Bollards Add #3 and Trenching Deduct)	\$210,785.00	\$210,785.00	\$210,785.00
INCENTIVE Credit \$20K	-\$20,000.00	-\$20,000.00	-\$20,000.00
Initial Contract amount	\$190,785.00	\$190,785.00	\$190,785.00
5 year Warranty on parts	\$19,000.00	\$19,000.00	\$0.00
Ethernet Install in place of SIM/Cellular	\$0.00	\$13,489.00	\$13,489.00
YEAR 2- Software/SIM Card (If applicable)	\$5,175.00	\$3,000.00	\$3,000.00
YEAR 3- Software/SIM Card (If applicable)	\$5,175.00	\$3,000.00	\$3,000.00
YEAR 4- Software/SIM Card (If applicable)	\$5,175.00	\$3,000.00	\$3,000.00
YEAR 5- Software/SIM Card (If applicable)	\$5,175.00	\$3,000.00	\$3,000.00
5 YEAR PROJECTED TOTAL	\$230,485.00	\$235,274.00	\$216,274.00
TOTAL DUE YEAR 1	\$209,785.00	\$223,274.00	\$204,274.00
Replacement costs for parts	NA- Warranty	NA- Warranty	Waive Optional Warranty- Generation 3 Cord \$250. Communications Board \$350 (Per side, Dual = \$700). \$19k Warranty equates to repladng all cords and Comm Boards Once on twenty charging stations
40 Week Lead time on 1,000 Amp Service. 8 Week Lead time on pedestals. Fleet RFID tags and Public QR Code- Interchangeable Parts manufactured in CT, exception Cords JuiceBar Gen3			

	Artis Energy	
	SEMCONNECT Charger	CHARGEPOINT Charger
Install Year 1- Base bid + Lighting Add Alt + Deduct (Town does Bollards Add #3 and Trenching Deduct)	\$203,068.00	\$208,785.00
5 year Warranty on parts	\$3,394.00	\$1,420.00
INCENTIVE Credit \$20K	Included	Included
Ethernet Install in place of SIM/Cellular	\$0.00	\$0.00
YEAR 2	\$3,564.00	\$3,700.00
YEAR 3	Network Contract for 5 years Prepaid	Network Contract for 5 years Prepaid
YEAR 4		
YEAR 5	Total Due Year 1	Total Due Year 1
5 YEAR PROJECTED TOTAL	\$210,026.00	\$213,905.00
Replacement costs for parts	Included in Warranty	Included in Warranty
30 Week Lead time on 1,000 Amp Service Proprietary Software Costs for pedestals have Increased 50%, may need to update pricing if selected. Not Interchangeable for Revenue- Need to upgrade to CT4000 Fleet RFID Tag. Interchangeable fleet to public on APP and Public/Revenue ONLY		

BID # 2022-77
DESC RFP New Electric Vehicle (EV) Charging Stations
DATE 3/31/2022
TIME 2:00 PM

Town of Fairfield - Fee Proposals

Item	Description	All Electric Construction & Communication, LLC West Haven, CT	Artis Energy Solutions Middletown, CT	Livingston Energy Group, LLC Schenectady, NY	Verdek LLC Madison, CT	Maverick Construction Corporation Boston, MA	LilyPad EV Marlinez, CA	Newington Electric, Co. Newington, CT	Magilla Construction Wallingford, CT	Greenspot Jersey City, NJ	Blink Network, LLC Miami Beach, FL
Item #1	BASE BID- DESIGN, BUILD, SUPPLY, INSTALL. Perform All Work required to provide a Turn-Key Solution for Twenty (20) Level II Charging Stations for Town Fleet Vehicles at Sullivan Independence Hall, 725 Old Post Road, Fairfield, CT.	\$209,710.00	\$214,681.00	\$215,911.20 (includes \$20k UI incentive)	\$220,150.00 (Potentially- See Notes for Breakdown)	\$234,622.49	\$286,417.00	\$344,487.00	\$655,789.87	No Bid	\$0.00
i.	A line item associated with any long-term maintenance agreement with future years' costs identified by year. Software Provider fees and cost (Year 1) On-Call Maintenance Visits- Journeymen hourly rate	\$6,325.00 (Included in Base Bid) \$110.00	Networking Contract: Networking Contract: Annualized for 5-year Prepaid Agreement (Chargepoint): \$3,700.00 (SemaConnect): \$3,564.00. Full Labor and Parts Warranty: Annualized for 5-Year Prepaid Agreement: (Chargepoint): \$1,420.00 (SemaConnect): \$3,394.00 \$85.00	\$122.00 \$140.00	\$6,800.00 Software per year (Year 1 included in Base Bid) (20 Chargers) \$110.00	\$2,400.00 \$95.00	\$3,700.00 * Same price for years 1-5 \$40.40	AmpUp \$4,520.00 OR EV Connect: \$7,700.00 \$125.00	NA NA	\$0.00 \$0.00	Optional Service Plans- No cost provided.
ii.	Any ongoing costs/fees associated with network software and/or payment capabilities/processing should also be provided.	Network Software fee after Year 1: \$5,175.00 Annually	See Above (i.)	NA	\$7700.00 per year for Maintenance (on 10 Dual Charging Stations)		Quoted equipment warranty includes comprehensive parts and labor coverage for 5 years. Submission includes warranty information	Software details included in submission. Options+ Cost+ Commissioning \$3,000.00 one time fee	NA	\$0.00	
Add Alt. #1	Revenue Generating Option. It is the Town's intention to designate one or two of the new EV Charging Stations to be publicly accessible. Respondents shall provide unit pricing for single, dual, or quad chargers, as well as the costs for all associated software and licensing. (Additional Charges if Applicable) Single Level II Charging Station Dual Level II Charging Station Quad Level II Charging Station Software Provider fees and cost- Year 1 Year 2 Year 3	NA NA NA Included in Base Bid \$5,175.00 \$5,175.00	Dual Chargers: ChargePoint CT4000 Level 2 Station: \$7,982.00 Dual Chargers: SemaConnect Series 8 Level 2 Station: \$7,755.00 Networking Contract: Annualized for 5-year Prepaid Agreement (Chargepoint): \$554.00 (SemaConnect): \$414.00 Full Labor and Parts Warranty: Annualized for 5-Year Prepaid Agreement: (Chargepoint): \$524.00 (SemaConnect): \$432.00	\$1,350.00 \$2,389.35 \$4,468.05 \$122.00 \$122.00 \$122.00	NA NA NA \$340.00 Included in Proposal NA NA	NA \$7,093.90 NA NA \$120.00 /year per port NA	NA \$8,976.00 NA \$554.00 \$554.00 \$554.00	\$3,800.00 each unit + \$350.00 RFID Each station AmpUp \$4,520.00 OR EV Connect: \$7,700.00 AmpUp \$4,520.00 OR EV Connect: \$7,700.00 AmpUp \$4,520.00 OR EV Connect: \$7,700.00	NA NA NA NA NA	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	Services Provided: Install and Maintain the EV Charging Equipment at no cost to the Town and share 5% of the profit with the Town until return of investment, when profit sharing will be increased to 30%.
Add Alternate #2	Lighting: Respondents shall supply all labor and materials to furnish and install lighting per Town reviewed and approved plans. Lighting products shall be PennGlobe, PennSTAR LED fixtures with wooden posts as detailed in Enclosure #2. Town Approved Products provided by PennGlobe. Estimated Quantity: Five (5) as depicted on Enclosure #4. (NOTE: All trenching, site work and conduit shall be included in the Base Bid above)	\$28,075.00	\$25,704.00	NA	\$38,000.00	\$24,998.40	\$41,643.00	\$38,400.00	NA	\$0.00	\$58,000.00
Add Alternate #3	Bollards: Respondents shall supply all labor and materials to furnish and install bollards per Town reviewed and approved plans. Estimated Quantity: Twenty (20) as depicted on Enclosure #4.	\$23,800.00	\$9,450.00	\$13,000.00	\$12,000.00	\$14,500.00	\$19,718.00	\$13,800.00	NA	\$0.00	
Deduct Item #1	Trenching and Backfill: Provide a deduct alternate option if the Town elects to perform the trenching and backfilling for new construction site.	-\$27,000.00	-\$31,600.00	-\$60,000.00	-\$18,000.00	-\$40,410.00	-\$34,682.00	-\$46,000.00	NA	\$0.00	
	Work shall be completed, upon receipt of written notice:	252 Days	180 Days	90 Days	210 Days	35 Days	98 to 112 days	10 days- Gear is on Back order - 12 to 16 weeks	NA	13 Weeks	90 Days
	Proposed Chargers	JuiceBar 320 Series: 32A Level 2, Model JB3.0-322 Dual Connection Charger	ChargePoint CPF50 Level 2 Charging Stations for Fleet or SemaConnect Series 7	Charge Port charging station with Universal Pedestal	ChargePoint CT4000 Level 2 Commercial Charging Station- Model 1830 mm (6') Dual Port Bollard Mount- CT4021	Enel X-JuicePedestal 32A/40A/48A/80A- JuiceBar- Juicebox 40	ChargePoint CPF50-L18-PEDMNT Dual	EVSE Model 3703 and EV 3704	Semi Connect or Juicebar	BTCPower	Blink
	Proposed Software	JuiceBar Oasis	SemaConnect	Livingston Charge Port Software	ChargePoint Commercial Service Plan Year 1- Option: ChargePoint Assure and Station Activation and Configuration	JuiceNet Enterprise	ChargePoint CPGW1-LTE, Assure- 5 prepaid years of Assure for CPF station, ChargePoint Active- Fleet Application only.	AmpUp OR EV Connect. Add All #1- Zigbee EVSE Payment Module.	NA	BTCPower	Blink
NOTES:			1. Savings Option to Base Bid, Low Voltage Conduit Net After EV Incentives: \$208,964.00 2. Deduct if decision is made to go with a 600A service in lieu of a 1000A- DEDUCT (\$29,200.00) 3. Request leeway on completion dates base on the supply chain issues, especially if the decision is made to go forward with the 1000A service.	Charge Port charging station with cellular connectivity Qty 1: \$1,350.00. Stations with WiF/ULAN- Qty: 18- \$19,747.85. Management software for 20 chargers: \$2440.00 per year. Delivery fee: \$1,656.05. Make Ready with install: \$206,200.00. LESS UI Incentive (per site): - \$20,000.00. TOTAL Cost of Project Year 1: \$215,911.20 Extended Warranty offered to be purchased after the 3-year standard warranty- \$351.00 per port per year	\$234,250.00 Less \$20K UI Incentive + Performance Bond \$5,900.00	Any costs associated with this work, including hardware, shall be included in the Design, Build, supply, and install Fee Proposal. Any costs for UI work is not included at this time as a figure could not be determined at time of bidding Included: Transformer Pad provision and install, grounding, and Stub-outs toward Utility Supply	Total for 20 Chargers and all Applicable softwares, install and shipping \$286,417.00 Total for Alternate #1: 18 Fleet and 2 Revenue Source: \$295,098.00	Add Pedestal Pay Station at time of install for future payments or RFID reading. To add RFID to each station: \$350.00 each station. Program and supply 25 RFID tags- \$1,500.00 Included UI Rebate Application for up to \$20,000.00	If the Electrical transformer is not acceptable to the Utility Company. The additional costs of trenching to utility pole and setting new transformer pad/vault and running electrical power to the proposed distribution Equipment. ADD \$150,000.00	No Bid was Received for the Base Bid. Revenue Generating Option Only	



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

RFP #2022-77

Design, Build, Supply & Install – New Electric Vehicle (EV) Charging Stations

TOWN OF FAIRFIELD
PURCHASING AUTHORITY
725 OLD POST ROAD
INDEPENDENCE HALL
FAIRFIELD, CT 06824.

Date Submitted March 31st 2022

SEALED BIDS are subject to the standard instructions set forth on the attached sheets.

Any modifications must be specifically accepted by the Town of Fairfield, Purchasing Authority.

Bidder:

All Electric Construction & Communication, LLC
Doing Business As (Trade Name)

80 Farwell Street

Address

West Haven, CT 06516

Town, State, Zip

Alan Hayes, Estimator

(Mr/Ms) Name and Title, Printed

Alan Hayes
Signature

203-535-1244

Telephone

203-691-7969

Fax

estimating@allelectricct.com

E-mail

Thomas R. Brennan
First Selectwoman

Julie P. Foley
Director of Purchasing

03/08/2022
Date

Sealed proposals will be received by the Purchasing Authority at the office of the Director of Purchasing, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut 06824, up to:

2:00 pm, Thursday, 31st March, 2022

To provide labor, materials, equipment and all else necessary to design and construct new electric vehicle (EV) charging stations with new equipment and new infrastructure at Sullivan Independence Hall as detailed in the attached specifications.

NOTES:

1. Proposers are to complete all requested data in the upper right corner of this page and must return this page and the Proposal page with their bid.
2. No proposals shall be accepted from, or contracts awarded to, any person/company/affiliate or entity under common control who is in arrears to the Town of Fairfield upon debt, or contract or who has been within the prior five (5) years, a defaulter as surety or otherwise upon obligations to the Town of Fairfield, and shall be determined by the Town.
3. Bid proposals are to be submitted in a sealed envelope and clearly marked "RFP #2022-77" on the outside of the envelope, including all outer packaging, such as, DHL, FedEx, UPS, etc.
4. It is the sole responsibility of the proposer to see that their submission is received by the Fairfield Purchasing Department prior to the time and date noted above. Bid proposals are not to be submitted via email or fax.
5. Bid proposals are not to be submitted with plastic binders or covers, nor may the bid proposal contain any plastic inserts or pages.

FEE PROPOSAL FORM

PROPOSAL TO: Town of Fairfield, Purchasing Department
 First Floor, Sullivan Independence Hall
 725 Old Post Road, Fairfield, Connecticut 06824

I, Alan Hayes - All Electric Construction & Communication, LLC have received the following contract documents,

1. BID Document #2022-77,
2. Posted addenda (if any) numbered 1 thru 2, posted at <https://fairfieldct.org/bids>

and have included their provisions in my Proposal. I shall provide all labor, materials, equipment, technical service, insurances, warranties, applicable taxes and licenses, etc, to design, build, supply, deliver and install the services specified in this RFP:

1. **BASE BID- DESIGN, BUILD, SUPPLY, INSTALL:** Perform All Work required to provide a Turn-Key Solution for Twenty (20) Level II Charging Stations for Town Fleet Vehicles at Sullivan Independence Hall, 725 Old Post Road, Fairfield, CT.

Not-to-Exceed Fee (\$ 209,710.00)
 two hundred and nine thousand, seven hundred and ten Dollars

 (Written Amount)

- i. A line item associated with any long-term maintenance agreement with future years' costs identified by year.
 Software Provider fees and cost \$ 6,325.00 / Year 1 **Included in base bid total**
 (Respondents shall include detailed information on terms and conditions in Submissions)
 On-Call Maintenance visits- Journeyman hourly rate \$ 110.00 /Hour **24-hour response time; as needed for trouble-shooting & maintenance**
- ii. Any ongoing costs/fees associated with network software and/or payment capabilities/processing should also be provided.
Software Network fee after Year 1 is \$5,175.00 annually.

2. ALTERNATES

- i. **Add Alternate #1 - Revenue Generating Option:** It is the Town's intention to designate one or two of the new EV Charging Stations to be publicly accessible. Respondents shall provide unit pricing for single, dual, or quad chargers, as well as the costs for all associated software and licensing.

Additional Unit Costs (if applicable): **Revenue Generating Model is instituted via on-board software and requires no additional costs.**

Single Level II Charging Station (\$ N/A)
 Dual Level II Charging Station (\$ N/A)
 Quad Level II Charging Station (\$ N/A)

Software Provider fees and cost \$ Included in Bid / Year 1
\$ 5,175.00 / Year 2
\$ 5,175.00 / Year 3

(Respondents shall include detailed information on terms and conditions, as well as revenue projections and incentives in their Submissions)

- ii. **Add Alternate #2- Lighting:** Respondents shall supply all labor and materials to furnish and install lighting per Town reviewed and approved plans. Lighting products shall be PennGlobe, PennSTAR LED fixtures with wooden posts as detailed in Enclosure #2: Town Approved Products provided by PennGlobe. Estimated Quantity: Five (5) as depicted on Enclosure #4. (NOTE: All trenching, site work, and conduit shall be included in the Base Bid above)

(\$ 28,075.00)

- iii. **Add Alternate #3- Bollards:** Respondents shall supply all labor and materials to furnish and install bollards per Town reviewed and approved plans. Estimated Quantity: Twenty (20) as depicted on Enclosure #4.

(\$ 23,800.00)

- iv. **Deduct Item #1: Trenching and Backfill:** Provide a deduct alternate option if the Town elected to perform the trenching and backfilling for new construction site.

(\$ 27,000.00)

Work shall be completed 252 days after receipt of written notice to proceed / purchase order.
Based upon current estimated factory lead times for electrical equipment.

All pricing shall include the cost of labor, materials, equipment, tools, mobilization, plant, delivery, permits (where not waived by the Town), licenses, overhead and profit, taxes (except from which Owner is exempt) and insurances.

A complete itemized schedule of values shall be required to be provided by the Proposer, prior to award of contract.

The Town has the right to add or remove items and/or quantities from this bid. Unbalanced bids will not be accepted. The Town of Fairfield reserves the right to award the bid with multiple items:

- a) To more than one bidder, based on meeting the item(s) specification, cost, availability, or any combination of these criteria;
- b) To a single bidder who meets the specifications for all items, and offers the best combination of lowest cost, best availability, and broadest product range;
- c) May add, subtract or delete any item and/or quantity as deemed in the best interest of the Town.
- d) All pricing shall include the cost of labor, materials, equipment, tools, mobilization, incidentals, delivery, (where not waived by the Town), licenses, overhead and profit, taxes (except from which the Town is exempt) and insurances.

CHECKLIST

The following must be submitted with proposal:

- Cover page, completed and signed.
- Addenda acknowledged per Item 2 on Bid Proposal Form, or
- Signed and submitted with modified pricing if requested.
- List of references where projects performed of comparable size and scope within the past three years.
- Schedule of values. Will be provided to the Town upon receipt of a Letter of Intent.
- N/A List of all sub-contractors identifying each trade, hourly rates, and Tax ID number.
- Bid Bond or equal approved security.
- Stated exceptions (if any are to apply). Price excludes utility fees/charges. These cannot be anticipated and included at this time. Price also excludes Verizon network charges for cellular connection to charger unit SIM Cards.

The Bidder hereby certifies that any and all defects, errors, inconsistencies or omissions of which he/she is aware, either directly or by notification from any sub-bidder or material supplier found in the Contract Documents are listed herewith in this Bid Form.

Alan Hayes, Estimator
Name and Title of Authorized Representative (Printed)

Alan Hayes
Signature

3/31/22
Date

REFERENCES

Provide reference details of most recent similar scope projects performed.

REFERENCE #1:

Name of Company Richard Chevy Phone _____
Contact Person _____ Cell _____
Company Address 1405 Highland Ave Cheshire, CT 06410 Email _____
Project, Location, & Date Completed EV Chargers - 2020 - Cheshire

REFERENCE #2:

Name of Company Suburban Subaru Phone _____
Contact Person _____ Cell _____
Company Address 14 Hartford Turnpike Vernon, CT 06066 Email _____
Project, Location, & Date Completed EV Chargers - 2020 - Vernon

REFERENCE #3:

Name of Company Marvelwood School Phone _____
Contact Person _____ Cell _____
Company Address 476 Skiff Mountain Rd Kent, CT 06757 Email _____
Project, Location, & Date Completed EV Chargers - 2020 - Kent

REFERENCE #4:

Name of Company SunPower Corporation Phone 609-528-5503
Contact Person Cody Brumbach Cell _____
Company Address 1414 Harbour Way South Ste 1901 Richmond, CA 94804 Email cody.brumbach@sunpower.com
Project, Location, & Date Completed Comcast ChargePoint Chargers - Hamden - 2020

REFERENCE #5:

Name of Company UA Mechanical Services, Inc. Phone 508-837-0571
Contact Person Brian D. Sullivan Cell _____
Company Address 24 Walpole Park South Unit 8 Walpole, MA 02081 Email briansullivan@uams.com
Project, Location, & Date Completed Volta Chargers - SoNo Mall and Buckland Hills Mall - 2019



80 Farwell St West Haven, CT 06516 | ☎ 203.535.1244 | 📠 203.691.7969

Pat@allelectricct.com / Ray@allelectricct.com

Lic # E1-193183 E1-200759 HIC-0639905

All Electric Construction & Communication, LLC is a full service Electrical, Solar/EV, Generator, and Fire Alarm Contractor. All Electric is an LLC Partnership, founded in May 1997. Members are Patrick B Lewis and Raymond T Carroll. We are a certified SBE contractor and have up to date Affirmative Action policies. We employ an average of thirty to sixty licensed Journeyman Wireman, Data Technicians and Apprentices. All our foremen are OSHA 30 certified and all employees are OSHA 10 and held to our code of ethics. We cover all of Connecticut, Southern Massachusetts, New Jersey and Vermont regularly and capabilities to cover the entire 50 States on a per project basis.

Our West Haven, CT office is a 5000 square foot facility housing our administrative offices and warehouse. We pride ourselves on our customer service including 24hr on call service supported by eleven service vehicles. We come fully equipped with a forty-five foot bucket truck, excavating equipment, concrete cutting machines, core drilling equipment, Sin Wave Testing and IV Curve testing equipment.

We have no conflicting relationships with employees of the Town with regard to this RFP. We have not been named defendant in any litigation brought as a result of any contract operations for operations and maintenance. We have never been terminated, fired, or replaced on a project other than those contracts that have been terminated due to completion.

The design/build nature of this RFP is well within our scope of expertise, particularly in the Solar/EV realm. We have installed many charging stations across the state, and we are familiar with the new incentive program that just opened in January. We have attended all of the webinars, and we're currently filing the paper for a project we have in Willimantic. These programs are similar to those used within the Solar industry, and we have a lot of experience navigating them over the past 10 years.

Please see the attached schedule for an outline of our specific approach to this project. Upon contract/notice to proceed, we can begin engineering/submittals – followed by the submission to UI for a new service and filing for the applicable permits. Lead times for the electrical equipment will likely be the biggest factor in determining the overall schedule, and it's important that we release this equipment for order/manufacturing as soon as possible.

As far as the actual construction process, we will begin with excavation (including the temporary fencing for site safety) and install all of the underground conduits. Concrete forms/pouring will follow, then a complete restoration. Install of equipment/wiring will follow as soon as lead times permit, then we will energize the new service. Testing, start-up, and customer training will round out the project, leaving the Town with a fully operational, turn-key system.

Our price has two exclusions to the scope: utility fees/charges (as these can not be estimated or included at this time), and Verizon network charges for the cellular connection to the charger unit SIM Cards.

Warranty information for the Charger units is included, and our company can provide on-call maintenance and trouble-shooting services at an hourly rate of \$110.⁰⁰

We have the manpower and bandwidth to fulfill similar projects if requested by the Town, and we look forward to the opportunity.

Licensing Includes, but is not limited to:

E-1/E-2 licenses-- O.S.H.A. 30hr-- First/CPR-- Hazwopper-40hr--
CommScope/ Uniprise certified installer- CEFA certified- NABCEP certified—Kohler Engine
Certified—Generac Engine Certified—GE/ Briggs and Stratton Engine Certified.
MCO and HIC licensed

Contact Information

Raymond Carroll- (Owner) E-1- 0193183 Ray@allelectricct.com (Cell) 203-627-4598
Worked in the industry for over 29yrs.

Patrick Lewis – (Owner) E-1- 0200759 Pat@allelectricct.com (Cell) 203-996-1575)
Worked in the industry for over 14yrs.

STATE OF CONNECTICUT ♦ DEPARTMENT OF CONSUMER PROTECTION

Be it known that

PATRICK B LEWIS
163 CENTER RD
WOODBIDGE, CT 06525-1840

has been certified by the Department of Consumer Protection as a licensed

ELECTRICAL UNLIMITED CONTRACTOR

License # ELC.0200759-E1

Effective: 10/01/2021

Expiration: 09/30/2022



Michelle Sengull, Commissioner

STATE OF CONNECTICUT ♦ DEPARTMENT OF CONSUMER PROTECTION

Be it known that

RAYMOND T CARROLL

97 CRESTWOOD RD

MILFORD, CT 06460

has been certified by the Department of Consumer Protection as a licensed

ELECTRICAL UNLIMITED CONTRACTOR

License # ELC.0193183-E1

Effective: 10/01/2021

Expiration: 09/30/2022



Michelle Seagull, Commissioner

**STATE OF CONNECTICUT
DEPARTMENT OF CONSUMER PROTECTION**

This is your Major Contractor registration certificate for your records. Such registration shall be shown to any properly interested person on request. Do not attempt to make any changes or alter this certificate in any way. This registration is not transferable. Questions regarding this registration can be emailed to the Occupational & Professional Licensing Division at dcp.occupationalprofessional@ct.gov.

In an effort to be more efficient and Go Green, the department asks that you keep your email information with our office current to receive correspondence. You can update your email address or print a duplicate certificate by logging into your account with your User ID and Password at www.elicense.ct.gov.

Mailing address:

**ALL ELECTRIC CONSTRUCTION &
COMMUNICATION LLC
80 FARWELL ST
WEST HAVEN, CT 06516-1717**

Email on file to be used for receiving all notices from this office:

admin@allelectricct.com



STATE OF CONNECTICUT ♦ DEPARTMENT OF CONSUMER PROTECTION

Be it known that

ALL ELECTRIC CONSTRUCTION & COMMUNICATION LLC

80 FARWELL ST

WEST HAVEN, CT 06516-1717

has satisfied the qualifications required by law and is hereby registered as a

HOME IMPROVEMENT CONTRACTOR

Registration # HIC.0639905

Effective: 12/01/2021

Expiration: 03/31/2023



Michelle Seagull, Commissioner

State of Connecticut
Department of Administrative Services
Supplier Diversity Program

This Certifies **All-Electric Construction and Communication, LLC**

80 Farwell Street West Haven CT 06516

As a

Small Business Enterprise
June 29,2020 through June 29,2022

Owner(s): Patrick Lewis; Raymond T Carroll

Contact: Alicia Knowlton

Telephone: 203-535-1244 Ext:

FAX: 203-691-7969

E-Mail: admin@allelectricct.com

Web Address: allelectricct.com

****Affiliate Companies:**



Supplier Diversity Director



Supplier Diversity Specialist

Recent Completed Major Projects

Chase Bank - Wethersfield

Address: 1151 Silas Deane Hwy. Wethersfield, CT

Owner: JPMC Bank

General Contractor: Schimenti

Contract Amount: \$305,500

Scope of Work: Electrical scope of new construction bank

Completion Date: 10/1/2021

Contact: Mario Granata, (203) 904-0809

SIK IWTP Upgrades

Address: 6900 Main St. Stratford, CT

Owner: Lockheed Martin

Architect: Weston & Sampson Engineers, Inc.

General Contractor: O&G Industries, Inc.

Contract Amount: \$442,000

Scope of Work: Lighting, electrical, and distribution upgrade to water treatment building

Completion Date: 3/15/2021

Contact: Alex Colwell, (860) 489-9261

Washington Village, Phase 1:

Address: 13 & 20 Day St. Norwalk, CT 06854

Owner: Trinity Financial

Architect: Icon Architecture

General Contractor: Dimeo

Contract Amount: \$1,900,000

Scope of Work: New construction of two new apartment buildings, totaling 80 units

Completion Date: 3/1/19

Contact: Pat Moughy, 203-777-5410

Washington Village, Phase 2

Address: Raymond St. Building C, Norwalk, CT 06854

Owner: Trinity Financial

Architect: Icon Architecture

General Contractor: Dimeo

Contract Amount: \$2,392,000

Scope of Work: New construction of a new 85-unit apartment building

Completion Date: 2/27/20

Contact: Pat Moughty, (203) 777-5410

Sikorsky Aircraft

Address: 6900 Main St. Stratford

Owner: Lockheed Martin

Architect: Spiegel Zamecnik & Shah Inc.; Loureiro

General Contractor: Direct to Sikorsky or with various GCs (THP, O&G, Richards)

Contract Amount: \$1,000,000 +

Scope of Work: Multiple projects throughout plant, including various lighting/electrical distribution modifications

Contact: Carlos Antunes, 203-383-7131

Raymond and Day St. Improvement

Address: Norwalk, CT

Owner: City of Norwalk

Architect: Tighe & Bond

General Contractor: K&W Construction

Contract Amount: \$871,885

Completion Date: 8/1/19

Scope of Work: Underground utility infrastructure and new lighting for Norwalk street improvements

Contact: Chris Wargo, (203) 941-4057

Southington DOT Maintenance Facility:

Address: 476 Mulberry St. Southington, CT 06479

Owner: State of Connecticut DOT

Architect: CT DOT Department of Engineering

General Contractor: Banton Construction

Contract Amount: \$545,000

Scope of Work: Renovation and addition to DOT Maintenance Facility

Completion Date: 6/1/19

Contact: James Nenninger, (203) 234-2353

Saugatuck Fire Station Generator

Address: 555 Riverside Ave. Westport, CT 06880

Owner: Town of Westport

General Contractor: All Electric Construction & Communication, LLC; 95% Self-performed

Contract Amount: \$52,000

Scope of Work: Replacement of generator for Fire Station

Completion Date: 5/1/19

Self-Performed Work: 95%

Contact: Michael Frawley, (203) 341-5082

Nordstrom, The SoNo Collection:

Address: 100 N. Water St. Norwalk, CT 06854

Owner: Nordstrom

Architect: CallisonRTKL

General Contractor: W.E. O'Neil, Rizzo

Contract Amount: \$606,000

Scope of Work: Low voltage scope for new 3-level mall store. Electrical scope for interior Bar and Restaurant.

Completion Date: 9/13/19

Contact: Mark Haber, (203) 731-3131

Greater Bridgeport Transit Switchgear Replacement

Address: 1 Cross St. Bridgeport, CT 06610

Owner: Greater Bridgeport Transit

Architect: Wendel

General Contractor: All Electric Construction & Communication, LLC; 90% Self-performed

Contract Amount: \$540,288

Scope of Work: Removal and replacement of main switchboard; addition of new distribution panelboard

Completion Date: 2/1/20

Contact: Lindsay Brownschidle, (716) 688-0766

Sikorsky Building 2A

Address: 1210 South Ave. Bridgeport, 06604

Owner: Sikorsky Aircraft

General Contractor: Richards Corporation

Contract Amount: \$259,000

Scope of Work: Lighting, electrical, and fire alarm work for renovated secure facility

Completion Date: 1/1/20

Contact: Harold Brennan, (203) 704-0083

Lakes Gaillard RWA Chem Improvements

Address: 765 Foxon Rd. North Branford, CT

Owner: South Central CT Regional Water Authority

Architect: Tighe & Bond, Inc.

General Contractor: Associated Construction

Contract Amount: \$53,500

Scope of Work: Lighting, electrical, and control upgrades to water treatment building

Completion Date: 7/29/2021

Contact: Roger Barshan, (860) 296-4114

New Canaan WWTP CHP

Address: 394 Main St. New Canaan, CT

Owner: Town of New Canaan

General Contractor: Aegis Energy Services

Contract Amount: \$39,650

Scope of Work: Electrical upgrades for installation of co-gen units

Completion Date: 3/1/2021

Contact: Dave Thompson, (413) 536-1156

Municipal Generator References

Cheshire High School Generator

Address: 525 South Main St. Cheshire, CT

Owner: Town of Cheshire

Architect: DTC

General Contractor: All Electric Construction & Communication, LLC

Contract Amount: \$174,000

Scope of Work: Installation of new generator with associated changes to electrical distribution

Completion Date: 8/1/17

Self-Performed Work: 95%

Contact: Steve Gendreau (203) 239-4200

Jonathan Law High School Generator

Address: 20 Lansdale Ave, Milford, CT 06460

Owner: City of Milford

Architect: Silver/Petrucci & Associates

General Contractor: All Electric Construction & Communication, LLC

Contract Amount: \$270,000

Scope of Work: Installation and electrical wiring/distribution for new generator

Completion Date: 8/1/17

Self-Performed Work: 95%

Contact: Pat Bradbury (203) 783-3234

Town of Farmington Generators

Address: Multiple locations across town

Owner: Town of Farmington CT

Architect: CES

General Contractor: Self-performed

Contract Amount: \$403,000

Scope of Work: Installation of multiply standby generators across town, including the middle school, high school, town hall, and health department

Completion Date: 8/1/16

Self-Performed Work: 95%

Contact: Erica Robertson, 860-675-2351

Saugatuck Fire Station Generator

Address: 555 Riverside Ave. Westport, CT 06880

Owner: Town of Westport

General Contractor: All Electric Construction & Communication, LLC; 95% Self-performed

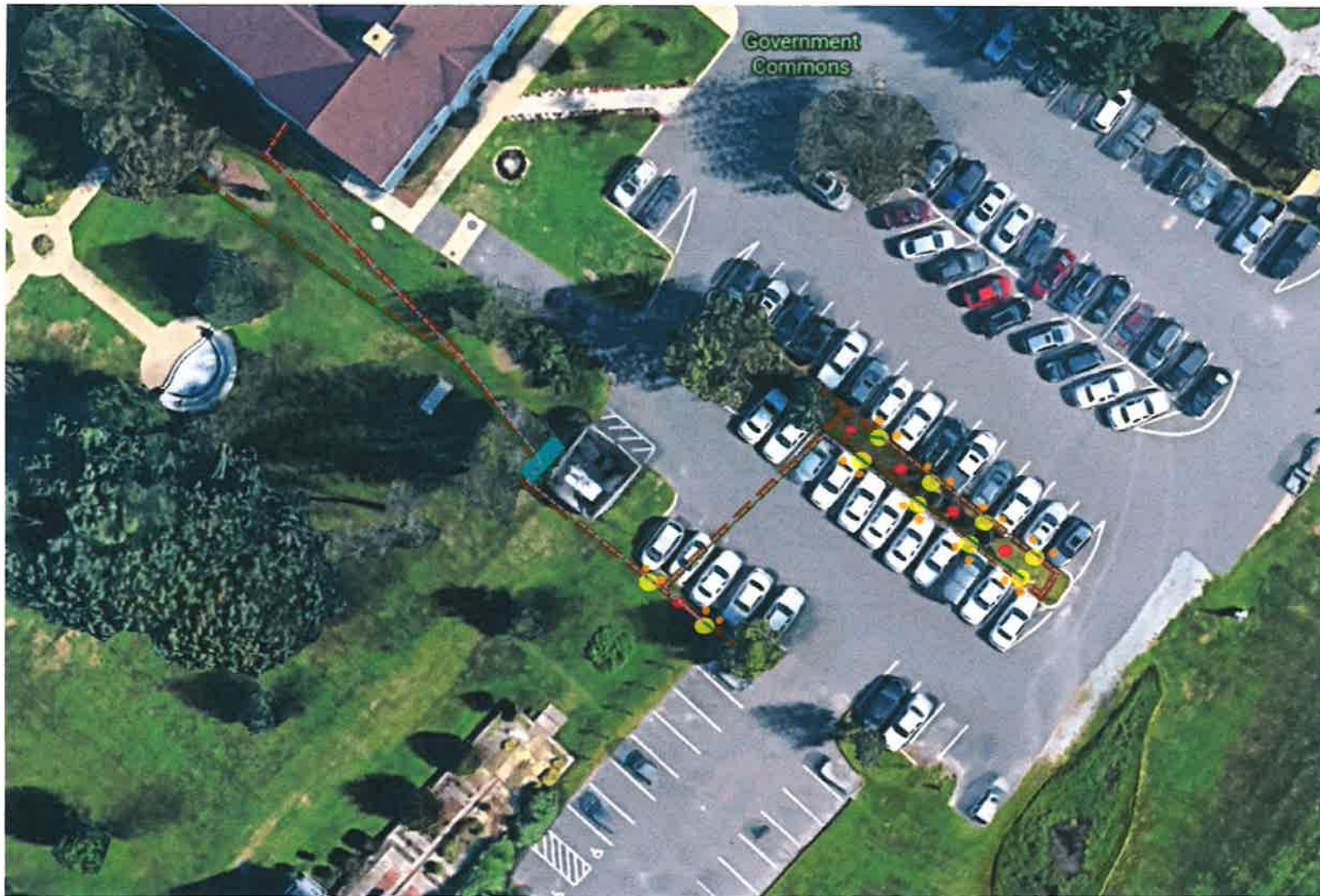
Contract Amount: \$52,000

Scope of Work: Replacement of generator for Fire Station

Completion Date: 5/1/19

Self-Performed Work: 95%

Contact: Michael Frawley, (203) 341-5082

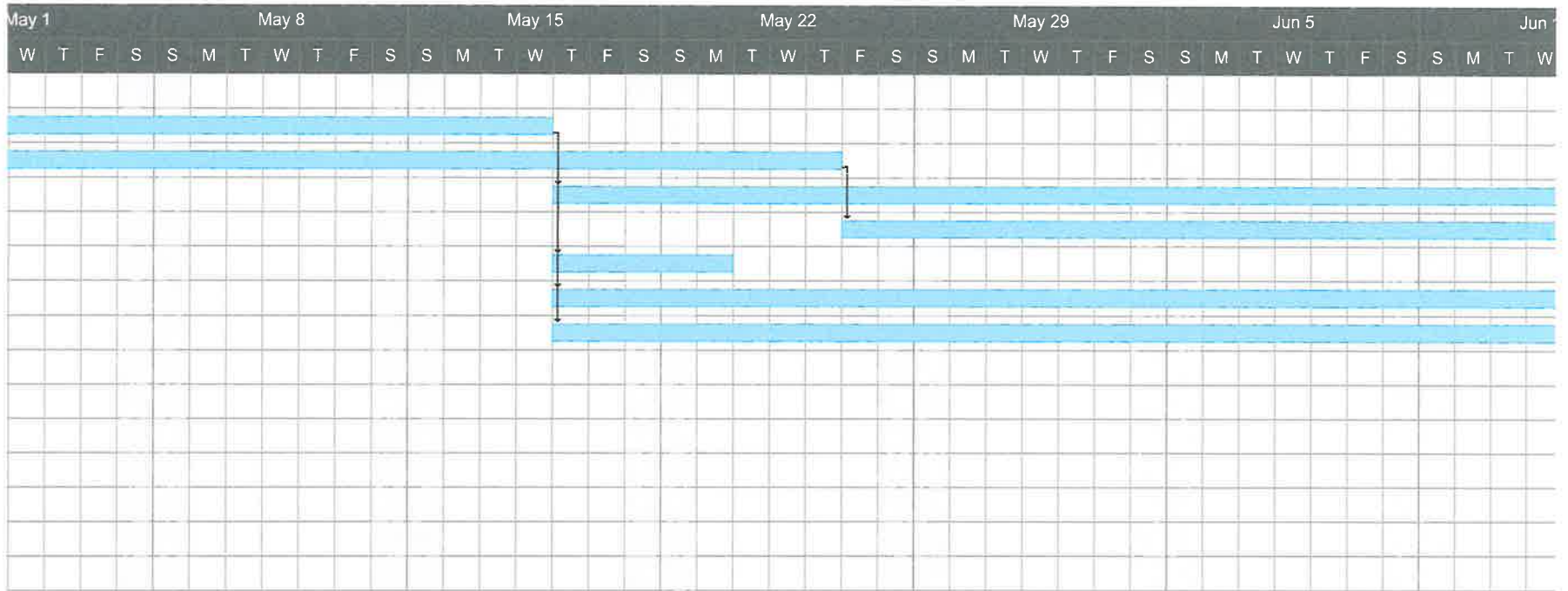


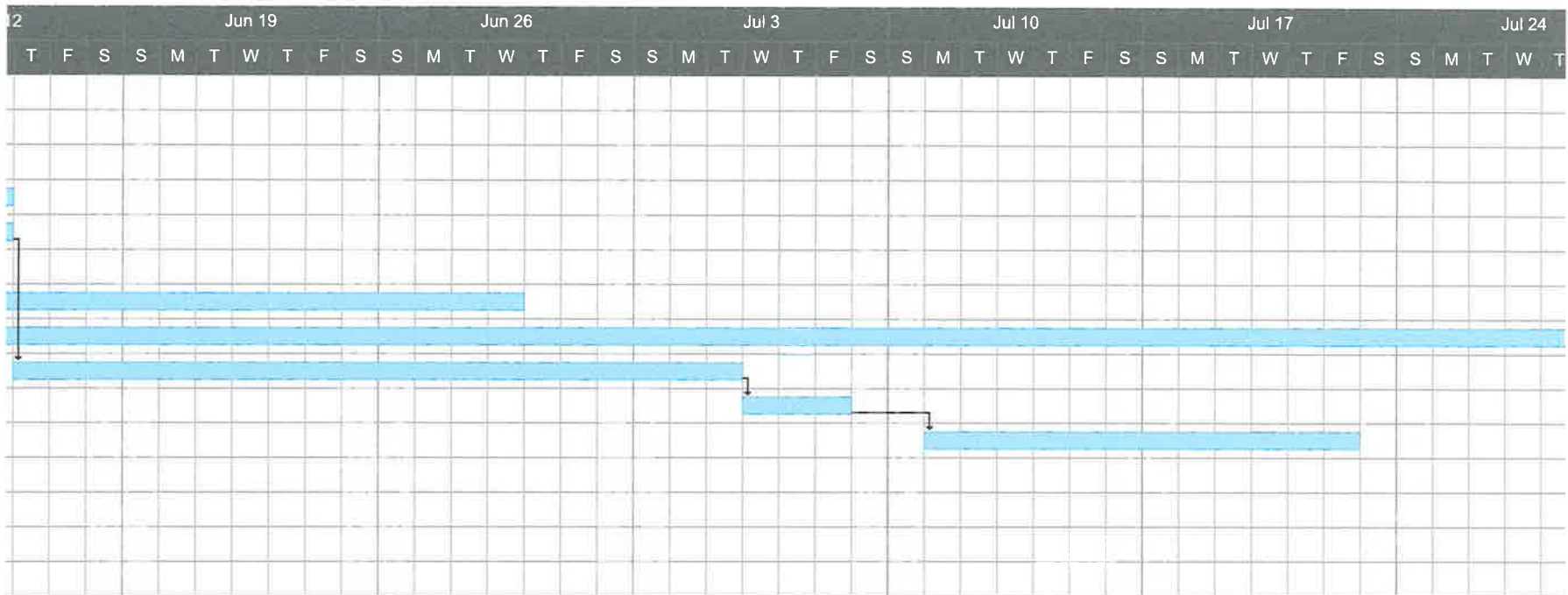
Government
Commons

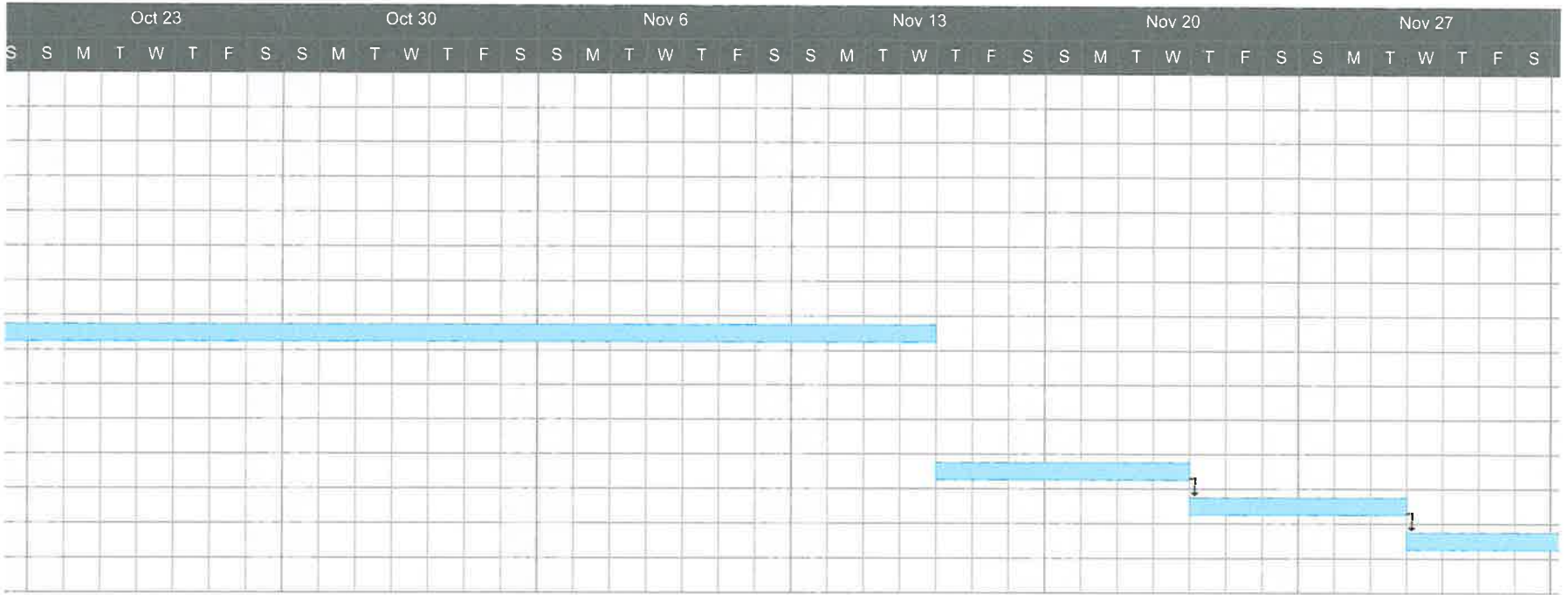
- Proposed Trench Run
- New Electrical Service Equipment
- Double Charger Location
- Alt. Light Fixture
- Alt. Bollard
- Power Conduit & Wiring
- - - Comm. Conduit

Fairfield EV Charger

Task Name	Apr 10					Apr 17					Apr 24						
	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T
1 Contract/Notice to Proceed																	
2 Submittals																	
3 Engineering																	
4 Submission and Approval from UI for new Service																	
5 Permit filing																	
6 Equipment Release Upon Approved Submittals																	
7 Approximate Car charger Lead times																	
8 Approximate Electrical Equipment lead time																	
9 Site Trenching and Underground Conduit install.																	
10 Pouring of concrete for Car Chargers and Equipment pad																	
11 Restoration of site																	
12 Installation of Equipment and wiring.																	
13 Installation of Electrical equipment																	
14 New Service energized by UI																	
15 Testing & Start-Up																	









All Electric Construction Fairfield CT Fleet Bid

All Electric Construction & Communication, LLC

362 New Haven Avenue
Milford, CT 06460
United States

Reference: 20220314-194216787

Quote created: March 14, 2022

Quote expires: April 13, 2022

Quote created by: Paul Young

VP Sales

paul@juicebarev.com

Patrick Lewis

pat@allelectricct.com

203-996-1575

Products & Services

Item & Description	SKU	Quantity
JB3.0 32A Dual Networked Charger Commercial grade 32A electric vehicle charger with two (2) Level 2 J1772 connectors and cellular 4G LTE connectivity	601- JB3.0- 322	10
Pedestal Pedestal - 4-Bolt Mount, Painted (fits pre-cast base) Hardware= 4 stainless steel bolts, shims, sealant, thunderstuds (4 bolts)	601- JB3.0- Pedestal	10
JB Shipping Shipping and Handling	001-JB- SHIP	10
AmpUp 1 Year - Lite - Level 2 With SIM Card 1 Year Network Fee - AmpUp Lite - per L2 port With SIM	NET- AMP- LL2- 1SM	20

Item & Description

SKU

Quantity

AmpUp Activation Fee L2/Per Port
Activation Fee L2

NET-
AMP-L2-
PP

20

320 SERIES: 32A LEVEL 2

MODEL #	DESCRIPTION
JB3.0-321	Single Connector Charger
JB3.0-322	Dual Connector Charger

CERTIFICATIONS

TUV Rheinland U L 2231-1, UL 2231-2, UL 2594

ENERGY STAR

AC INPUT

Voltage: 208/240 VAC

Breaker: Rating 40A

Single Connector: 3 Wire (L1, L2 & G)

Double Connector: 5 Wire (L1, L1, L2, L2 & G)

AC OUTPUT PER CONNECTOR

7.7 kW at 240VAC

6.6 kW at 208VAC

Charge Time for average EV with 80 kWh capacity going from 20-80%

6.25 hours

OPERATING TEMPERATURE

-20° C to +50° C

-4° F to +122° F

COMMUNICATIONS

Cellular

Ethernet

PROTOCOL

OCPP 1.6J

DIMENSIONS

71.25" Total Height with Pedestal

36.5" Total Height w/out Pedestal

16" Width Without Connectors

12" Depth

CORD LENGTH

18 feet

CONNECTORS

SAE J1772 Type 1

ENCLOSURE

Type 3R Aluminum

OPTIONS

Wall Bracket

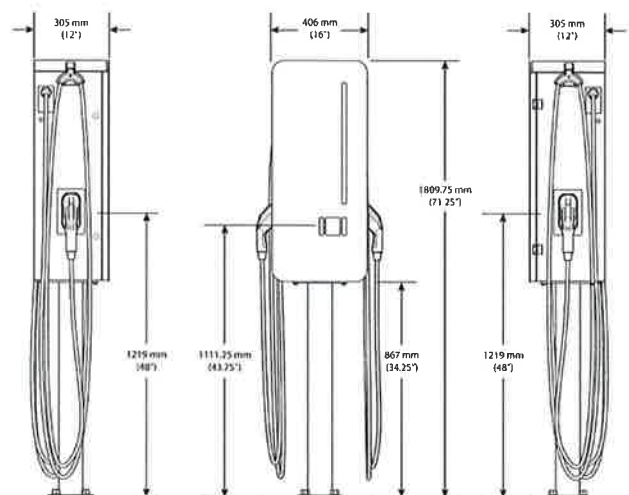
Pedestal Mount

Branded Door Graphics

USER INTERFACE

LED Indicators

RFID Card Reader



OASIS CHARGER

LIMITED PRODUCT WARRANTY

**Juice Bar® EV Charging Station
Electric Vehicle Supply Equipment with Warranty
3 Year for Charger Core Components
1 Year for All Other Parts
Models JB3.0-321, JB3.0-322,
JB3.0-401, JB3.0-402,
JB3.0-481, JB3.0-482, JB3.0-801**

OUR PROMISE

This Limited Product Warranty (the "Warranty") applies to you, the Purchaser or Lessee of a JuiceBar model listed above (the "Charging Station") manufactured by Oasis Charger Corporation, the manufacturer of the Charging Station ("Oasis"). This Warranty is not transferrable.

Subject to the exclusions set out below, Oasis warrants that your Charging Station will be free from any defects in materials or workmanship for a limited period from the date of delivery to you (the "Warranty Period"). The Warranty Period shall be three (3) years for the charger components and one (1) year for all other parts.

If, during the Warranty Period, your Charging Station becomes defective in breach of this Warranty, Oasis will, upon receipt of a written notice of a defect received during the Warranty Period, either repair the Charging Station or replace the defective part or parts, at its option.

This Warranty covers parts and factory labor necessary to repair or replace your Charging Station.

PROCESSING CLAIMS UNDER THIS WARRANTY

Notification. In order to make a claim for repair or replacement under this Warranty, the Purchaser or Lessee shall notify Oasis Technical Support at **888-4-JuiceBar** or by emailing Oasis at support@juicebarcharger.com. Notification must be made within 10 business days of when the Purchaser or Lessee becomes aware of a potential defect that may require repair or replacement and must include the information called for in "Conditions of Warranty" below.

Location of Servicing. Upon receipt of a claim for coverage under this Warranty, Oasis will determine in its discretion

- a. whether service can be performed with local authorized contractors with phone support from Oasis technicians,
- b. whether Oasis personnel or designated contractors should perform service on site, or
- c. whether the potentially defective part or Charging Station must be returned to Oasis for examination and service.

In the event Oasis determines that its personnel or designated contractors must travel to perform service on site, Purchaser or Lessee acknowledge and agree that (i) this Warranty does not include the cost of such labor or any travel expenses incurred in repairing the defective Charging Station, (ii) Purchaser or Lessee will advise Oasis promptly following notification whether they approve of such service by Oasis personnel or designated contractors, and (iii) Purchaser or Lessee will reimburse Oasis for such labor and/or travel expenses or pay designated contractors directly. In the event return is required, or Purchaser or Lessee declines to reimburse Oasis for such expenses, Oasis will send Purchaser or Lessee a Returned Material Authorization number ("RMA") and Purchaser or Lessee must ship the part or Charger with the RMA to Oasis in a shipping container designed to avoid damage. If a Purchaser or Lessee ships a part or Charger to Oasis it must insure the shipment and shall be responsible for all loss or damage that may occur in transit.

Covered Claims. If after conferring with Purchaser or Lessee or upon examination of the defective components or Charger Station, Oasis determines that the conditions of the Warranty specified below have been met, Oasis will either repair or replace the components or Station at no charge to Purchaser or Lessee and will ship the repaired or replacement components or Station to Purchaser or Lessee at Oasis' expense. Notwithstanding the foregoing, Oasis may in its discretion elect to ship a replacement component to Purchaser or Lessee prior to receipt or examination of the defective components or Station, provided that Purchaser or Lessee shall nevertheless return the components to Oasis at Oasis' expense. Failure to return a defective component or Station within ten (10) business days of receiving a replacement component shall result in an invoice to and payment by Purchaser or Lessee for the cost of such component or Station.

Uncovered Claims. If after examination of the defective components or Charger Station, Oasis determines that one or more of the other conditions of this Warranty specified below have not been met, including that such components or Station have or has been damaged by abuse or neglect, Oasis will notify the Purchaser or Lessee that the components or Station cannot be repaired or replaced by Oasis at no charge. Purchaser or Lessee will be advised of the cost of repair or replacement as well as shipping and handling and may, in its discretion, advise Oasis of whether it elects to have Oasis undertake such repair or replacement at the cost of the Purchaser or Lessee. In the event Oasis has elected to ship a replacement component prior to such examination and Oasis concludes that one or more of the conditions of this Warranty have not been met, Oasis shall bill Purchaser or Lessee for such replacement component.

CONDITIONS OF WARRANTY

In order to obtain service under this Warranty, the Purchaser or Lessee must meet the following conditions:

1. The Purchaser or Lessee has installed and operated the defective Charging Station in compliance with the manual provided by Oasis with the Charging Station.
2. The Purchaser or Lessee has notified Oasis within ten (10) days of discovery of the potential defect.
3. The Purchaser or Lessee provides Oasis with the following information:
 - a. Proof of purchase
 - b. Model number and serial number of Charging Station
 - c. Date of installation
 - d. Detailed description of the defect or issues that gave rise to the claim including a photo of the defective part if possible
 - e. Date on which Purchaser or Lessee became aware of the potential defect
 - f. All operation data including repair and maintenance history including, in the case of repairs and maintenance carried out by Purchaser or Lessee, the name(s) of the companies or individuals that carried out such repairs and maintenance.

Should any of the foregoing conditions not be satisfied, or in the event information or documentation provided by Purchaser or Lessee is materially inaccurate or incomplete, this Warranty shall be void.

ADDITIONAL SERVICE

In the event (i) the defects occur or are reported outside the Warranty Period, (ii) the conditions for Warranty coverage set out above are not met, or (iii) any service or repairs are not covered or are excluded by this Warranty, repairs or replacement will be carried out only upon the approval of the Purchaser or Lessee at Oasis' then prevailing costs of parts and labor and other applicable charges and Purchaser or Lessee shall pay Oasis for such service or repairs or will pay designated contractors recommended by Oasis and approved by Purchaser or Lessee directly.

REPLACEMENT PARTS

Repair or replacement parts may be new, used, remanufactured or reconditioned, at Oasis' discretion. In the event a Charging Station model is no longer manufactured by Oasis, Oasis may provide a replacement Charging Station with substantially similar functionality. Any replacement parts or Charger Stations provided in connection with repairs or service under the Warranty shall become the property of the Purchaser or, in the case of a lease, of the Lessor, while all replaced parts or a replaced Charger Station, whether under warranty or not, shall become the property of Oasis. Any replacement parts or replacement Charging Stations will enjoy the benefits of this Warranty for the remainder of the original Warranty Period.

EXCLUSIONS FROM WARRANTY

IMPORTANT: The Warranty on your Charging Stations shall not apply to defects or service repairs resulting from the following:

1. Improper site preparation, repair or maintenance (other than by Oasis personnel or contractors operating under Oasis supervision), improper installation, cosmetic damage such as scratches, rust, dents, and normal aging.
2. Lack of scheduled preventive maintenance as instructed in the Oasis Manual for the respective model of Charging Station.
3. Abuse, vandalism, damage, sabotage or other problems caused by accidents, misuse or negligence (including but not limited to physical damage from being struck by a vehicle) or use of the Charging Stations in a way other than as specified in the applicable Oasis documentation.
4. Installation, alteration, disassembly, modification or relocation of the Charging Stations that was not approved in writing by Oasis or performed by Oasis or by an approved contractor.
5. Improper or unauthorized connections with peripherals or use with software, interfacing, parts or supplies not authorized by Oasis.
6. Damage as a result of extreme power surge, external electrical faults, extreme electromagnetic field, flood lightning strike or any acts of nature or disasters beyond the control of Oasis or component manufacturers.
7. Software, firmware or hardware upgrades/updates that may be required due to new vehicle models being introduced to the market or changes in industry standards.
8. Accidents including damage by moving vehicles such as cars, plows, trucks, pavers, mowers, or other motorized vehicles.
9. Modifications not approved in writing by Oasis.
10. Any causes other than a defect in manufacturing that renders any of the following components, which may carry standard OEM warranties, inoperable:
 - a. The charging connector, cable and socket
 - b. Consumables such as fuses
 - c. Accessory equipment such as cellular modem, credit card reader or EVSE network hardware modules.

IN ADDITION: this Warranty on your Charging Stations shall not apply if the original identification markings (for example, serial numbers and trademarks) have been defaced, altered or removed.

LIMITATIONS ON WARRANTY AND LIABILITY

NO AGENT OF OASIS IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF OASIS SPECIFIED IN THIS WARRANTY. THE REMEDIES IN THIS LIMITED PRODUCT WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES OF A PURCHASER OR LESSEE OF A CHARGING STATION. OASIS MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES OTHER THAN THOSE SET OUT IN THIS WARRANTY. ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF OASIS HAS BEEN INFORMED OF SUCH PURPOSE) OR AGAINST INFRINGEMENT, ARE EXCLUDED TO THE EXTENT PERMITTED BY LAW. IF ANY IMPLIED WARRANTY CANNOT BE DISCLAIMED UNDER APPLICABLE LAW, SUCH IMPLIED WARRANTY SHALL BE LIMITED IN DURATION

TO THE WARRANTY PERIOD DESCRIBED ABOVE. NO WARRANTIES APPLY AFTER EXPIRATION OF THE WARRANTY PERIOD.

OASIS IS NOT LIABLE FOR ANY DIRECT OR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST SAVINGS, LOST BUSINESS, LOST DATA, LOSS OF USE, OR COST OF COVER INCURRED BY YOU ARISING OUT OF OR RELATED TO YOUR PURCHASE OR USE OF, OR INABILITY TO USE, THE CHARGING STATIONS, UNDER ANY THEORY OF LIABILITY, WHETHER IN AN ACTION IN CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL OR EQUITABLE THEORY, INCLUDING SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES EVEN IF OASIS KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE CUMULATIVE LIABILITY OF OASIS FOR ALL CLAIMS WHATSOEVER BY A PURCHASER OR LESSEE OR A THIRD PARTY LICENSEE OR INVITEE OF A PURCHASER OR LESSEE RELATED TO THE CHARGING STATIONS WILL NOT EXCEED THE PRICE PAID BY SUCH PURCHASER OR LESSEE FOR THE CHARGING STATION. THE LIMITATIONS SET FORTH IN THIS WARRANTY ARE INTENDED TO LIMIT THE LIABILITY OF OASIS AND SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Some states or jurisdictions do not allow the exclusion of express or implied warranties or limitations on how long an implied warranty lasts. Accordingly, the above limitation may not apply to you. This Warranty gives you specific legal rights and you may have other remedies not specified here.

ADDITIONAL INFORMATION

This Warranty shall be governed by and construed in accordance with the laws of the State of New York, without regards to its conflicts of law principles. The U.N. Convention on Contracts for the International Sale of Goods shall not apply.

This Warranty is the entire and exclusive agreement between a Purchaser or Lessee and Oasis with respect to its subject matter, and any modification or waiver of any provision of this statement is not effective unless expressly set forth in writing by an authorized representative of Oasis.

OASIS CHARGER
EXTENDED WARRANTY AND PREVENTATIVE MAINTENANCE AGREEMENT

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OASIS CHARGER

EXTENDED WARRANTY AND PREVENTATIVE MAINTENANCE AGREEMENT

**Models JB3.0-321, JB3.0-322,
JB3.0-401, JB3.0-402,
JB3.0-481, JB3.0-482, JB3.0-801**

OUR PROMISE

This Extended Warranty and Preventative Maintenance Agreement (the "Warranty") applies to you, the Purchaser or Lessee of a Juice Bar model listed above (the "Charging Station") manufactured by Oasis Charger Corporation, the manufacturer of the Charging Station ("Oasis"). This Warranty is not transferrable.

Subject to the exclusions set out below, Oasis warrants that your Charging Station will be free from any defects in materials or workmanship for a period of five (5) years from the date of delivery to you (the "Warranty Period").

If, during the Warranty Period, your Charging Station becomes defective in breach of this Warranty, Oasis will, upon receipt of a written notice of a defect received during the Warranty Period, either repair the Charging Station or replace the defective part, at its option.

This Warranty covers parts and factory labor necessary to repair or replace your Charging Station.

PROCESSING CLAIMS UNDER THIS WARRANTY

Notification. In order to make a claim for repair or replacement under this Warranty, the Purchaser or Lessee shall notify Oasis Technical Support at **888-4-JuiceBar** or by emailing Oasis at support@juicebarcharger.com. Notification must be made within 10 business days of when the Purchaser or Lessee becomes aware of a potential defect that may require repair or replacement and must include the information called for in "Conditions of Warranty" below.

Location of Servicing. Upon receipt of a claim for coverage under this Warranty, Oasis will determine in its discretion

- a. whether service can be performed with local authorized contractors with phone support from Oasis technicians,
- b. whether Oasis personnel or designated contractors should perform service on site, or
- c. whether the potentially defective part or Charging Station must be returned to Oasis for examination and service.

In the event Oasis determines that its personnel or designated contractors must travel to perform service on site, Purchaser or Lessee acknowledge and agree that (i) this Warranty does not include the cost of such labor or any travel expenses incurred in repairing the defective Charging Station, (ii) Purchaser or Lessee will advise Oasis promptly following notification whether they approve of such service by Oasis personnel or designated contractors, and (iii) Purchaser or Lessee will reimburse Oasis for such labor and/or travel expenses or pay designated contractors directly. In the event return is required, or Purchaser or Lessee declines to reimburse Oasis for such expenses, Oasis will send Purchaser or Lessee a Returned Material Authorization number ("RMA") and Purchaser or Lessee must ship the part or Charger with the RMA to Oasis in a shipping container designed to avoid damage. If a Purchaser or Lessee ships a part or Charger to Oasis it must insure the shipment and shall be responsible for all loss or damage that may occur in transit.

Covered Claims. If after conferring with Purchaser or Lessee or upon examination of the defective component or Charger Station, Oasis determines that the conditions of the Warranty specified below have been met, Oasis will either repair or replace the component or Station at no charge to Purchaser or Lessee and will ship the repaired or replacement component or Station to Purchaser or Lessee at Oasis' expense. Notwithstanding the foregoing, Oasis may in its discretion elect to ship a replacement component to Purchaser or Lessee prior to receipt or examination of the defective component or Station, provided that Purchaser or Lessee shall nevertheless return the component to Oasis at Oasis' expense. Failure to return a defective component or Station within ten (10) business days of receiving a replacement part shall result in an invoice to and payment by Purchaser or Lessee for the cost of such component or Station.

Uncovered Claims. If after examination of the defective component or Charger Station, Oasis determines that one or more of the other conditions of this Warranty specified below have not been met, including that such component or Station has been damaged by abuse or neglect, Oasis will notify the Purchaser or Lessee that the component or Station cannot be repaired or replaced by Oasis at no charge. Purchaser or Lessee will be advised of the cost of repair or replacement as well as shipping and handling and may, in its discretion, advise Oasis of whether it elects to have Oasis undertake such repair or replacement at the cost of the Purchaser or Lessee. In the event Oasis has elected to ship a replacement component prior to such examination and Oasis concludes that one or more of the conditions of this Warranty have not been met, Oasis shall bill Purchaser or Lessee for such replacement component.

CONDITIONS OF WARRANTY

In order to obtain service under this Warranty, the Purchaser or Lessee must meet the following conditions:

1. The Purchaser or Lessee has installed and operated the defective Charging Station in compliance with the manual provided by Oasis with the Charging Station.
2. The Purchaser or Lessee has notified Oasis within ten (10) days of discovery of the potential defect.
3. The Purchaser or Lessee provides Oasis with the following information:

- a. Proof of purchase
- b. Model number and serial number of Charging Station
- c. Date of installation
- d. Detailed description of the defect or issues that gave rise to the claim including a photo of the defective part if possible
- e. Date on which Purchaser or Lessee became aware of the potential defect
- f. All operation data including repair and maintenance history including, in the case of repairs and maintenance carried out by Purchaser or Lessee, the name(s) of the companies or individuals that carried out such repairs and maintenance.

Should any of the foregoing conditions not be satisfied, or in the event information or documentation provided by Purchaser or Lessee is materially inaccurate or incomplete, this Warranty shall be void.

ADDITIONAL SERVICE

In the event (i) the defects occur or are reported outside the Warranty Period, (ii) the conditions for Warranty coverage set out above are not met, or (iii) any service or repairs are not covered or are excluded by this Warranty, repairs or replacement will be carried out only upon the approval of the Purchaser or Lessee at Oasis' then prevailing costs of parts and labor and other applicable charges and Purchaser or Lessee shall pay Oasis for such service or repairs or will pay designated contractors recommended by Oasis and approved by Purchaser or Lessee directly.

REPLACEMENT PARTS

Repair or replacement parts may be new, used, remanufactured or reconditioned, at Oasis' discretion. In the event a Charging Station model is no longer manufactured by Oasis, Oasis may provide a replacement Charging Station with substantially similar functionality. Any replacement parts or Charger Stations provided in connection with repairs or service under the Warranty shall become the property of the Purchaser or, in the case of a lease, of the Lessor, while all replaced parts or a replaced Charger Station, whether under warranty or not, shall become the property of Oasis. Any replacement parts or replacement Charging Stations will enjoy the benefits of this Warranty for the remainder of the original Warranty Period.

EXCLUSIONS FROM WARRANTY

IMPORTANT: The Warranty on your Charging Stations shall not apply to defects or service repairs resulting from the following:

1. Improper site preparation, repair or maintenance (other than by Oasis personnel or contractors operating under Oasis supervision), improper installation, cosmetic damage such as scratches, rust, dents, and normal aging.
2. Lack of scheduled preventive maintenance as instructed in the Oasis Manual for the respective model of Charging Station.
3. Abuse, vandalism, damage, sabotage or other problems caused by accidents, misuse or negligence (including but not limited to physical damage from being struck by a vehicle) or use of the Charging Stations in a way other than as specified in the applicable Oasis documentation.

4. Installation, alteration, disassembly, modification or relocation of the Charging Stations that was not approved in writing by Oasis or performed by Oasis or by an approved contractor.
5. Improper or unauthorized connections with peripherals or use with software, interfacing, parts or supplies not authorized by Oasis.
6. Damage as a result of extreme power surge, external electrical faults, extreme electromagnetic field, flood lightning strike or any acts of nature or disasters beyond the control of Oasis or component manufacturers.
7. Software, firmware or hardware upgrades/updates that may be required due to new vehicle models being introduced to the market or changes in industry standards.
8. Accidents including damage by moving vehicles such as cars, plows, trucks, pavers, mowers, or other motorized vehicles.
9. Modifications not approved in writing by Oasis.
10. Any causes other than a defect in manufacturing that renders any of the following components, which may carry standard OEM warranties, inoperable:
 - a. The charging connector, cable and socket
 - b. Consumables such as fuses
 - c. Accessory equipment such as cellular modem, credit card reader or EVSE network hardware modules.

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LIMITATIONS ON WARRANTY AND LIABILITY

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OASIS IS NOT LIABLE FOR ANY DIRECT OR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST SAVINGS, LOST BUSINESS, LOST DATA, LOSS OF USE, OR COST OF COVER INCURRED BY YOU ARISING OUT OF OR RELATED TO YOUR PURCHASE OR USE OF, OR INABILITY TO USE, THE CHARGING STATIONS, UNDER ANY THEORY OF LIABILITY, WHETHER IN AN ACTION IN CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL OR EQUITABLE THEORY, INCLUDING SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES EVEN IF OASIS KNEW OR

SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE CUMULATIVE LIABILITY OF OASIS FOR ALL CLAIMS WHATSOEVER BY A PURCHASER OR LESSEE OR A THIRD PARTY LICENSEE OR INVITEE OF A PURCHASER OR LESSEE RELATED TO THE CHARGING STATIONS WILL NOT EXCEED THE PRICE PAID BY SUCH PURCHASER OR LESSEE FOR THE CHARGING STATION. THE LIMITATIONS SET FORTH IN THIS WARRANTY ARE INTENDED TO LIMIT THE LIABILITY OF OASIS AND SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Some states or jurisdictions do not allow the exclusion of express or implied warranties or limitations on how long an implied warranty lasts. Accordingly, the above limitation may not apply to you. This Warranty gives you specific legal rights and you may have other remedies not specified here.

ADDITIONAL INFORMATION

This Warranty shall be governed by and construed in accordance with the laws of the State of New York, without regards to its conflicts of law principles. The U.N. Convention on Contracts for the International Sale of Goods shall not apply.

This Warranty is the entire and exclusive agreement between a Purchaser or Lessee and Oasis with respect to its subject matter, and any modification or waiver of any provision of this statement is not effective unless expressly set forth in writing by an authorized representative of Oasis.



Detail Bill of Material

Project Name: Sullivan Hall - EV Chargers
General Order No:

Negotiation No: C10M0323X2K2
Alternate No: 0001

Item No.	Qty	Product	Description
	1	Panelboards	42 Circuits, 1200A, Fully Rated, 208Y/120V 3Ph 4W, Copper Bus, 42kAIC, 1200A, Main Lugs Only[Bottom Fed], Surface Mounted
		Catalog No	P4A120LB42CH3R
		Designation	P-1000A MLO
		Qty	List of Materials
		1	1200A, Main Lugs Only
		20	40A, 2P FD Branch Breaker
		1	20A, 1P FD Branch Breaker
		1	Copper Main Bus, 1200 Amps
		1	Std. Bolted Cu Ground Bar (Cu Cable Only)
		1	Panel Nameplate - White with Black Letters
		1	Type 3R Enclosure: RPCB3673

Item No.	Qty	Product	Description
	1	C-H Group Metering	MILBANK 800-1200A CT CABINET
		Catalog No	U1856-O-NE
		Designation	CT CABINET

Item No.	Qty	Product	Description
	1	C-H Group Metering	MILBANK 13T METER SOCKET
		Catalog No	UC7449-XL
		Designation	METER SOCKET

Item No.	Qty	Product	Description
	1	Safety Switches	Safety Switches
		Catalog No	DH328NRK
		Designation	MDS
		Qty	List of Materials
		1	Heavy Duty Switch - Fusible, 3-Pole, 4-Wire, 240 VAC, 1200 A, NEMA 3R

Item No.	Qty	Product	Description
	3	Switching Devices	BUSSMANN 1000A CLASS L TIME DELAY FUSES
		Catalog No	KLU-1000
		Designation	MDS FUSES-1000A

Uses/ew Middletown Ct (dc)



Detail Bill of Material

Page 2 of 2

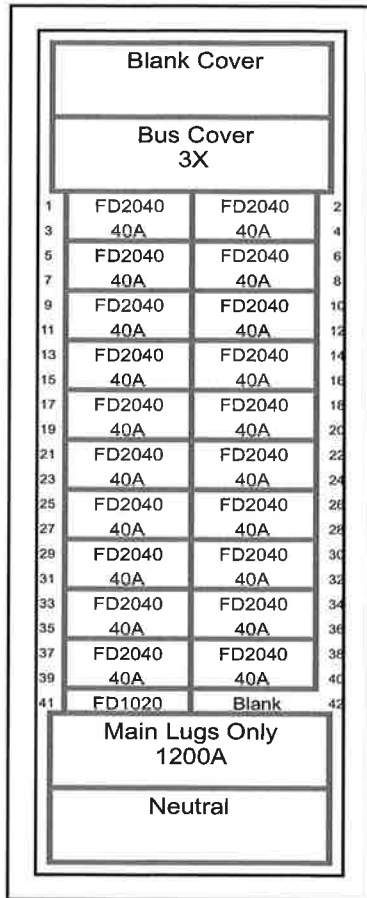
Project Name: Sullivan Hall - EV Chargers
General Order No:

Negotiation No: C10M0323X2K2
Alternate No: 0001

Eaton Selling Policy 25-000 applies.

All orders must be released for manufacture within 90 days of date of order entry. If approval drawings are required, drawings must be returned approved for release within 60 days of mailing. If drawings are not returned accordingly, and/or if shipment is delayed for any reason, the price of the order will increase by 1.0% per month or fraction thereof for the time the shipment is delayed.

Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.



General Information

(Section 1 of 1)

Service Voltage: 208Y/120V 3Ph 4W **Enclosure:** Type 3R
Bus Rating & Type: 1200A Copper **Neutral Rating:** 1200A
Ground Bar: Std. Bolted Copper, Cu cable only
S.C. Rating: 42k A.I.C. Fully Rated

Main Device Type: Main Lugs Only - Bottom Cable Entry
Main Terminals: Mechanical - (4) #2-500 kcmil (Cu/Al)
Neutral Terminals: Mechanical - (4) #2-500 kcmil (Cu/Al)
Box Catalog No.: RPCB3673
Trim: Complete Enclosure (Includes Trim)

Surface Mounted

Box Dimensions: 73.50" [1866.9mm]H x 36.00" [914.4mm]W x 12.85" [326.4mm]D
Min. Gutter Size: Top = 10.625" [269.9mm] Bottom = 10.625" [269.9mm]
 Left = 6" [152.4mm] Right = 8" [203.2mm]

Panel ID Nameplate: (1) P-1000A MLO
Type: Plastic, adhesive-backed (2) 208Y/120V 3Ph 4W
Color: White with Black Letters (3)

UL

Trim Lock: T-Handle Lock Assembly
 Circuit Directory: Plastic Sleeve with Card
 Painted Box: ANSI 61
 Seismic Label (IBC/CBC Seismic Qualified).
 Heat Loss - Watts (Est.) = 626
 Verify neutral terminal provisions and quantity of branch devices.
 Wire shall be based on the ampacity of 75°C rated conductors unless otherwise indicated.

Device Modifications:
 Ref # Description

Branch Devices						
Qty	Poles	Trip	Frame	Amps	kAIC	
20	2	40	FD	100	42	
1	1	20	FD	100	42	

Notes:

The information on this document is created by Eaton Corporation. It is disclosed in confidence and it is only to be used for the purpose in which it is supplied.

PREPARED BY JONATHAN STEVENS	DATE 3/29/2022	Eaton			
APPROVED BY	DATE	JOB NAME Sullivan Hall - EV Chargers	DESIGNATION P-1000A MLO		
VERSION 1.0.0.50		TYPE PRL4	DRAWING TYPE Customer Approval		
NEG-ALT Number C10M0323X2K2-0001	REVISION 0	DWG SIZE A	G.O.	ITEM	SHEET 1 of 3

Pow-R-Line4 Device Specifications

Ckt #s	Nameplate	Device	Trip	Terminal	Modifications
1,3		FD2040	40	(1) #14-1/0 (Cu/Al)	
2,4		FD2040	40	(1) #14-1/0 (Cu/Al)	
5,7		FD2040	40	(1) #14-1/0 (Cu/Al)	
6,8		FD2040	40	(1) #14-1/0 (Cu/Al)	
9,11		FD2040	40	(1) #14-1/0 (Cu/Al)	
10,12		FD2040	40	(1) #14-1/0 (Cu/Al)	
13,15		FD2040	40	(1) #14-1/0 (Cu/Al)	
14,16		FD2040	40	(1) #14-1/0 (Cu/Al)	
17,19		FD2040	40	(1) #14-1/0 (Cu/Al)	
18,20		FD2040	40	(1) #14-1/0 (Cu/Al)	
21,23		FD2040	40	(1) #14-1/0 (Cu/Al)	
22,24		FD2040	40	(1) #14-1/0 (Cu/Al)	
25,27		FD2040	40	(1) #14-1/0 (Cu/Al)	
26,28		FD2040	40	(1) #14-1/0 (Cu/Al)	

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PREPARED BY	DATE	Eaton	
JONATHAN STEVENS	3/29/2022	JOB NAME	Sullivan Hall - EV Chargers
APPROVED BY	DATE	DESIGNATION	P-1000A MLO
VERSION	TYPE	DRAWING TYPE	
1.0.0.50	PRL4	Customer Approval	
NEG-ALT Number	REVISION	DWG SIZE	G.O.
C10M0323X2K2-0001	0	A	ITEM
			SHEET
			2 of 3

Pow-R-Line4 Device Specifications

Ckt #s	Nameplate	Device	Trip	Terminal	Modifications
29,31		FD2040	40	(1) #14-1/0 (Cu/Al)	
30,32		FD2040	40	(1) #14-1/0 (Cu/Al)	
33,35		FD2040	40	(1) #14-1/0 (Cu/Al)	
34,36		FD2040	40	(1) #14-1/0 (Cu/Al)	
37,39		FD2040	40	(1) #14-1/0 (Cu/Al)	
38,40		FD2040	40	(1) #14-1/0 (Cu/Al)	
41		FD1020	20	(1) #14-1/0 (Cu/Al)	
Main		1200A-MLO		(4) #2-500 kcmil (Cu/Al)	

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PREPARED BY JONATHAN STEVENS	DATE 3/29/2022	Eaton		
APPROVED BY	DATE	JOB NAME Sullivan Hall - EV Chargers	DESIGNATION P-1000A MLO	
VERSION 1.0.0.50	TYPE PRL4	DRAWING TYPE Customer Approval		
NEG-ALT Number C10M0323X2K2-0001	REVISION 0	DWG SIZE A	G.O.	ITEM
				SHEET 3 of 3



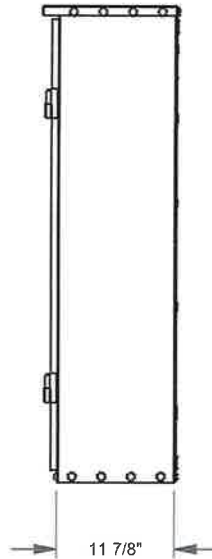
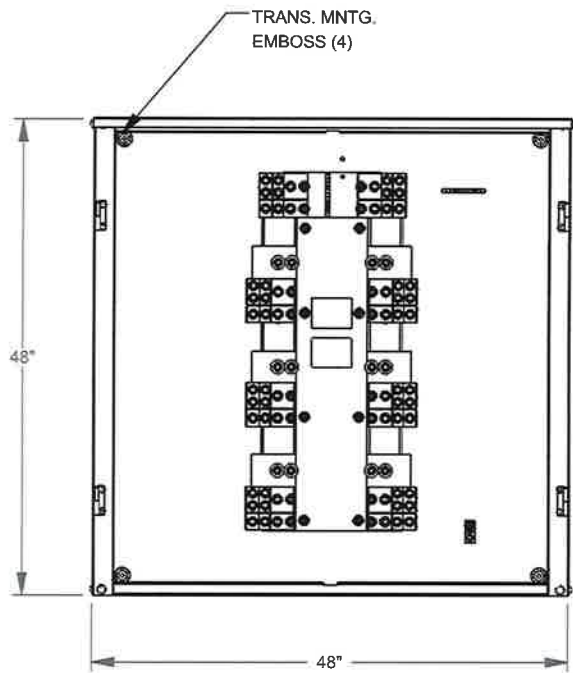
MILBANK
ENERGY AT WORK

U1856-O-NE



Catalog Number	U1856-O-NE	Door or Cover	Double Door
Marketing Product Description	12in-48in-48in Painted Steel Double Front Lift Off Hinged Cover 3 Point Latch Current Transformer Rack Installed With Lugs-5 Per Landing	Back Panel	Ground Stud
UPC	784572730144	Mounting Rack	Current Transformer Mounting Rack Installed with Lugs - 5 per Landing
Length (IN)	12		
Width (IN)	48		
Height (IN)	48		
Weight (LB)	281		
Brand Name	Milbank		
Type	Hinge Cover		
Special Features	Lift Off Hinge Cover; Northeast Utilities; Single Mechanical Line Side and Single Mechanical Load Side		
Application	Current Transformer Enclosure		
Standard	UL Listed		
Material	G90 Galvanized Steel with Powder Coat Finish		
Size	12L x 48W x 48H		
Color	ANSI 61 Gray		
Cable Entry	No Knockouts		
Mounting	Wall Mount		
NEMA Rating	Type 3R		

Please consult serving utility for their requirements prior to ordering or installing, as specifications and approvals vary by utility and may require local electrical inspector approval. All installations must be installed by a licensed electrician and must comply with all national and local codes, laws and regulations. Milbank reserves the right to make changes in specifications and features shown without notice or obligation.



Version:

1

All dimensions are +/- 1/16".
Drawing views are not to scale.

Please consult serving utility for their requirements prior to ordering or installing, as specifications and approvals vary by utility, and may require local electrical inspector approval. All installations must be installed by a licensed electrician and must comply with all national and local codes, laws and regulations. Milbank reserves the right to make changes in specifications and features shown without notice or obligation.



MILBANK
ENERGY AT WORK



UC7449-XL

Catalog Number	UC7449-XL
Marketing Product Description	13 Terminal Ringless Small Closing Plate Test Switch Provision Double Cover
UPC	784572145351
Length (IN)	4.125
Width (IN)	12
Height (IN)	20
Brand Name	Milbank
Type	Ringless Meter Socket
Application	Meter Socket
Standard	UL Listed; Type 3R
Voltage Rating	600 Volts Alternating Current
Amperage Rating	20 Continuous Ampere
Phase	3 Phase
Frequency Rating	60 Hertz
Size	4.125L x 12W x 20H
Number Of Cutouts	0
Cutout Size	No Main Breaker
Cable Entry	Overhead or Underground
Terminal	Single Mechanical
Insulation	Glass Polyester
Mounting	Surface Mount

Enclosure	G90 Galvanized Steel with Powder Coat Finish
-----------	--

Jaw Quantity	13 Terminal
--------------	-------------

Bypass Type	No Bypass
-------------	-----------

Number of Meter Positions	1 Position
---------------------------	------------

Equipment Ground	Ground Lug
------------------	------------

Hub Opening	Small Closing Plate
-------------	---------------------

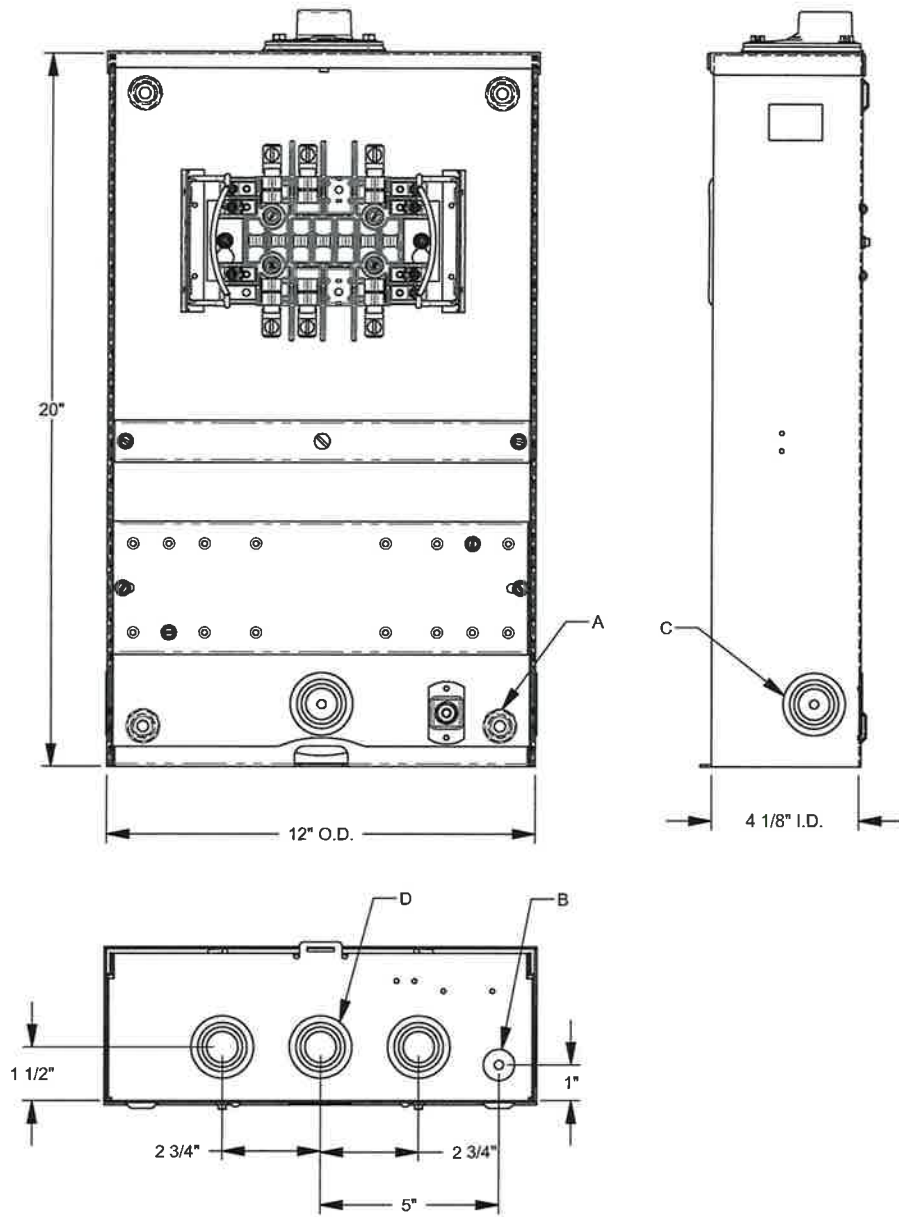
Line Side Wire Range	12 - 10 AWG
----------------------	-------------

Load Side Wire Range	12 - 10 AWG
----------------------	-------------

Number Of Receptacles	0
-----------------------	---

Please consult serving utility for their requirements prior to ordering or installing, as specifications and approvals vary by utility and may require local electrical inspector approval. All installations must be installed by a licensed electrician and must comply with all national and local codes, laws and regulations. Milbank reserves the right to make changes in specifications and features shown without notice or obligation.

FEATURE TABLE		
ITEM	QTY	DESCRIPTION
A	4	STD. MNTG. EMBOSS
B	1	¼, ½ CONC. K.O.
C	3	¼, ½, ¾, 1, 1¼ CONC. K.O.
D	3	½, ¾, 1, 1¼ CONC. K.O.



Version:

1

All dimensions are +/- 1/16".
Drawing views are not to scale.

Please consult serving utility for their requirements prior to ordering or installing, as specifications and approvals vary by utility, and may require local electrical inspector approval. All installations must be installed by a licensed electrician and must comply with all national and local codes, laws and regulations. Milbank reserves the right to make changes in specifications and features shown without notice or obligation.

Safety Switch General Information

Global Specifications

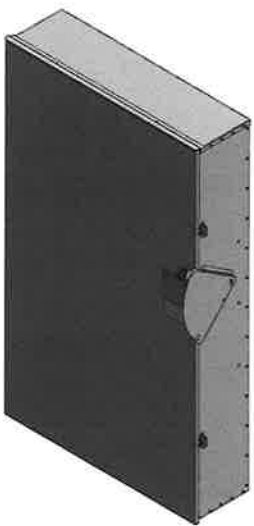
System Voltage	240 VAC
Switch Type	Single Throw - Heavy Duty
Poles/Blades	3-Pole
Amperage	1200
Protection	Fusible with Neutral
Enclosure Type	NEMA 3R
Special Paint	ANSI-61 (Gray) Standard
Fuse Clips	"L" Fuse Clips
Switch Lugs	(4) 1/0-750
Fungus Proof Treatment	None
Lock-On Provision	None
Trapped Key Interlock	None
Fuse Pullers	None
Control Pole	None
Ground Lugs	(2) 6-250
Stainless Mechanism	None
Mill Duty	None

Nameplate

Safety Switch Catalog No.

DH328NRK

<p>The information on this document is created by Eaton Corporation. It is disclosed in confidence and it is only to be used for the purpose in which it is supplied.</p>	PREPARED BY	DATE	Eaton			
	JONATHAN STEVENS	3/29/2022				
	APPROVED BY	DATE	JOB NAME	Sullivan Hall - EV Chargers		
			DESIGNATION	MDS		
	VERSION		TYPE	DRAWING TYPE		
	1.0.1.3		Safety Switch General Information	Customer Appr.		
NEG-ALT Number	REVISION	DWG SIZE	G.O.	ITEM	SHEET	
C10M0323X2K2-0001	0	A			1 of 1	



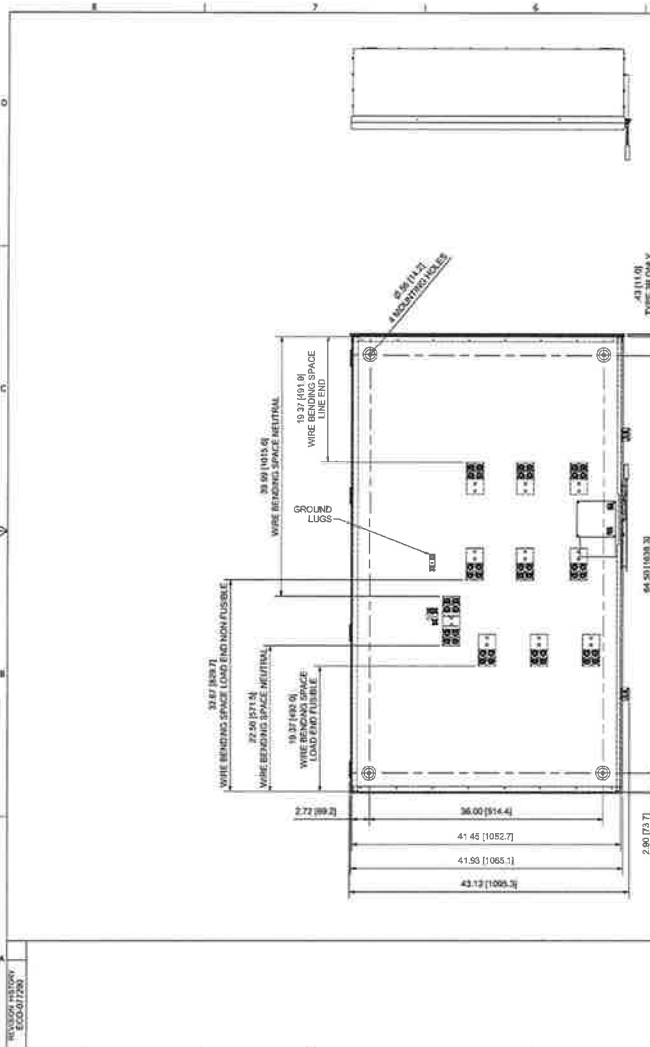
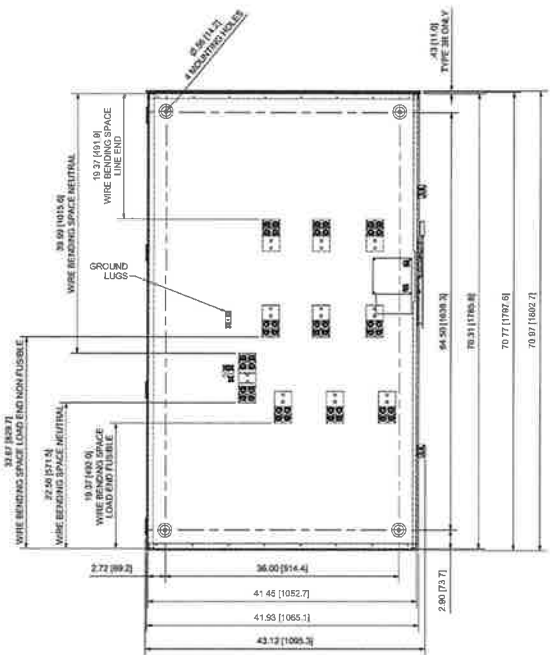
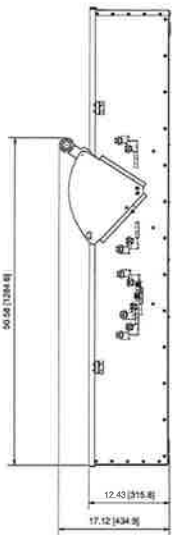
- NOTE:
1. FINISH - GRAY BAKED ENAMEL.
 2. UL LISTED - FILE E-3298-C
 3. CSA LISTED - FILE 69743
 4. SUITABLE FOR USE AS SERVICE EQUIPMENT ON 120/208 VOLTS, 3 PHASE, 4 WIRE SYSTEMS AND ANY 3 WIRE SYSTEM UP TO 600 VOLTS PHASE TO PHASE AND LESS THAN 150 VOLTS TO GROUND. FOR 277/480 VOLTS, 3 PHASE, 4 WIRE SYSTEMS, SUITABLE FOR USE AS SERVICE EQUIPMENT WHEN SUPPLYING A CONTINUOUS INDUSTRIAL PROCESS, OR FOR SYSTEMS WHERE THE NEUTRAL IS NOT SOLIDLY GROUNDED, OR AS A SOURCE INTENDED FOR SUPPLYING A FIRE PUMP. NON-FUSIBLE SWITCHES NOT RATED AS SUITABLE FOR USE AS SERVICE EQUIPMENT IN CANADA.
 5. NEUTRAL INSULATED, BONDABLE.
 6. 100% LOAD BREAK RATED.
 7. SHORT CIRCUIT CURRENT RATINGS: 200,000 RMS SYMMETRICAL AMPERES WHEN USED WITH OR PROTECTED BY CLASS L OR T FUSES.
 8. DUAL DIMENSIONS, INCHES (MILLIMETERS).

FIELD RETAILABLE ACCESSORIES	
CAT NO.	DESCRIPTION
250-200F	CONTROL HOLE
250000K1	AUXILIARY CONTACT 1 N.O. 1 N.C.
250000K2	AUXILIARY CONTACT 2 N.O. 2 N.C.
25000M	CONDUIT FITTING 1/2"
25000M	CONDUIT FITTING 3/4"
25000M	CONDUIT FITTING 1"
25000M	CONDUIT FITTING 1 1/2"
25000M	CONDUIT FITTING 2"
25000M	CONDUIT FITTING 2 1/2"
25000M	CONDUIT FITTING 3"
25000M	CONDUIT FITTING 4"
25000M	CONDUIT FITTING 5"
25000M	CONDUIT FITTING 6"
25000M	NEUTRAL
DELIMITKIT	DELIMITATION KIT

TERMINAL LUGS INFORMATION			
LOCATION	MIN. WIRE SIZE	MAX. WIRE SIZE	TYPE
LINE & LOAD LUGS	141 T62ARS	21750 KCMIL	AL OR CU
NEUTRAL LUGS (2 PROVIDED)	41700 AWO	21750 KCMIL	AL OR CU
GROUND LUGS	100 AWG	250 KCMIL	AL OR CU

<table border="1"> <tr> <td>WARREN SPE</td> <td>2/4/2015</td> <td>95-4757</td> <td>NEW</td> </tr> <tr> <td>FILE</td> <td>2/4/2015</td> <td></td> <td></td> </tr> </table>	WARREN SPE	2/4/2015	95-4757	NEW	FILE	2/4/2015			<div style="border: 2px solid black; width: 40px; height: 40px; display: flex; align-items: center; justify-content: center; margin: auto;"> <div style="font-size: 24px; font-weight: bold; margin-right: 5px;">D</div> <div style="margin-right: 5px;">1-8</div> </div>	<table border="1"> <tr> <td colspan="2">SAFETY SWITCHES DIMENSION SHEET 1200 AMP TYPES 1 & 3H</td> </tr> <tr> <td colspan="2" style="text-align: right;">95-4757</td> </tr> <tr> <td colspan="2" style="text-align: right;">SHEET 1 OF 1</td> </tr> </table>	SAFETY SWITCHES DIMENSION SHEET 1200 AMP TYPES 1 & 3H		95-4757		SHEET 1 OF 1	
WARREN SPE	2/4/2015	95-4757	NEW													
FILE	2/4/2015															
SAFETY SWITCHES DIMENSION SHEET 1200 AMP TYPES 1 & 3H																
95-4757																
SHEET 1 OF 1																

WATCON



Item Number:	Item Name:
Catalog Number:	Designation:
DH328NRK	MDS
GON/EG-Alt-Date:	Job Name:
C10M0323X2K2-0001-3/29/2022	Sullivan Hall - EV Chargers

Limitron™ KLU Class L 600Vac, 601-4000A, time-delay fuses



Catalog symbol:

- KLU-(amp)

Description:

Bussmann® series Advanced protection KLU Class L time-delay, current-limiting fuses. Time-delay – 5 seconds (minimum) at 500% of rated current.

Specifications:

Ratings

Volts 600Vac
Amps 601-4000A*
IR 200kA Vac RMS Sym.

* Use KRP-CL for ratings from 225 to 600 amps.

Agency information

- UL® Listed, Std. 248-10, Class L, Guide JDDZ, File E4273
- CSA® Certified, C22.2 No. 248.10, Class 1422-02, File 53787
- CE
- RoHS compliant

Catalog numbers (amps)

KLU-601	KLU-1200	KLU-2500
KLU-650	KLU-1500	KLU-3000
KLU-700	KLU-1600	KLU-4000
KLU-800	KLU-1800	
KLU-1000	KLU-2000	

Carton quantity:

Amp rating	Carton qty.
601-4000	1

Features:

- Provides 10X better current limitation to help prevent equipment damage caused by short-circuit events.
- 200kA Interrupting rating complies with NEC® Section 110.9 for today's large capacity systems.
- Fast-acting fuse helps prevent equipment damage caused by short-circuit events.
- Copper links result in a minimum 5-second time-delay at 500% ampere rating.
- Ideal for critical industrial or commercial applications that have specific current limitation requirements.

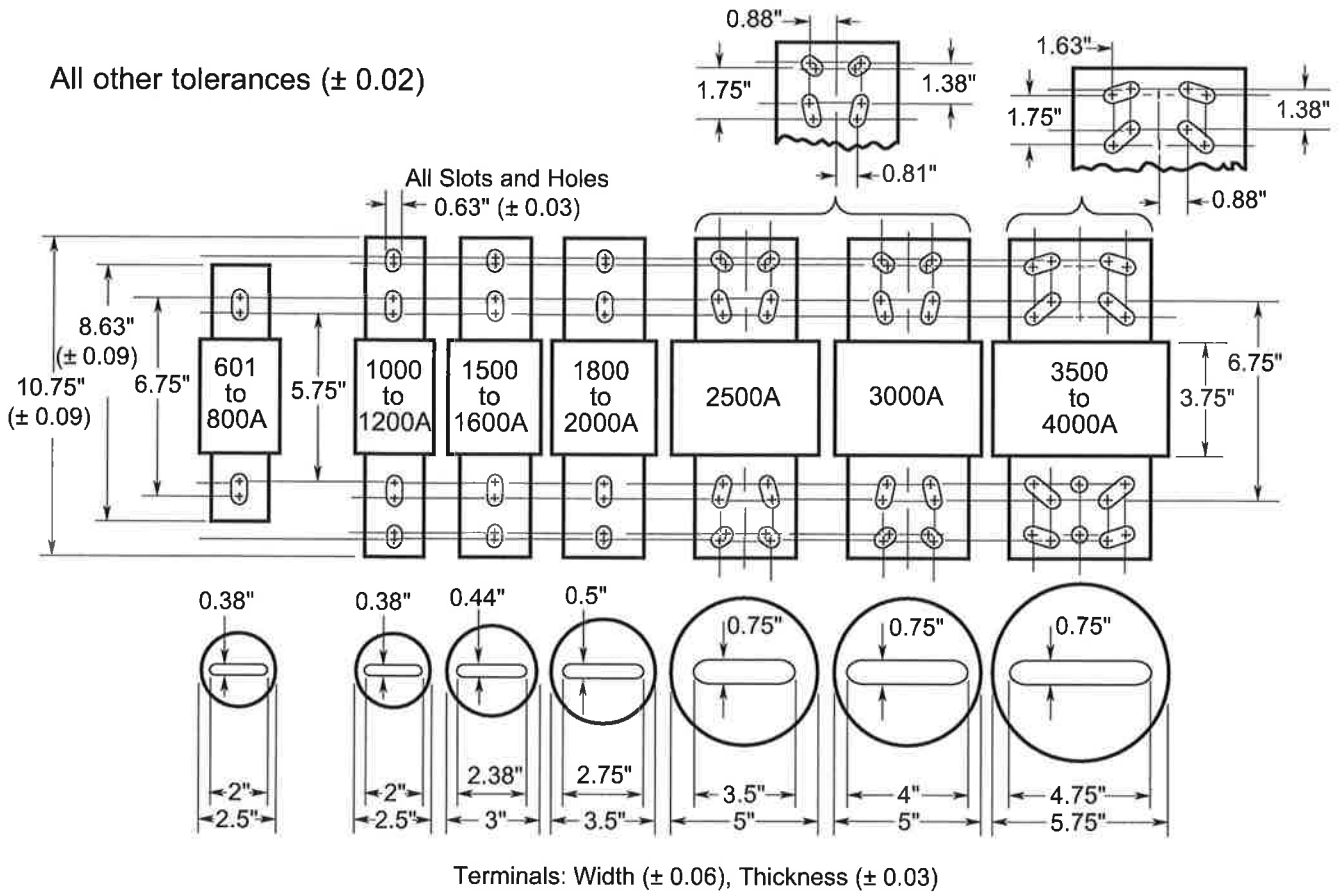
Recommended fuse blocks — 601 to 1200 amps†:

Catalog numbers	Poles
51215	1
51235	3

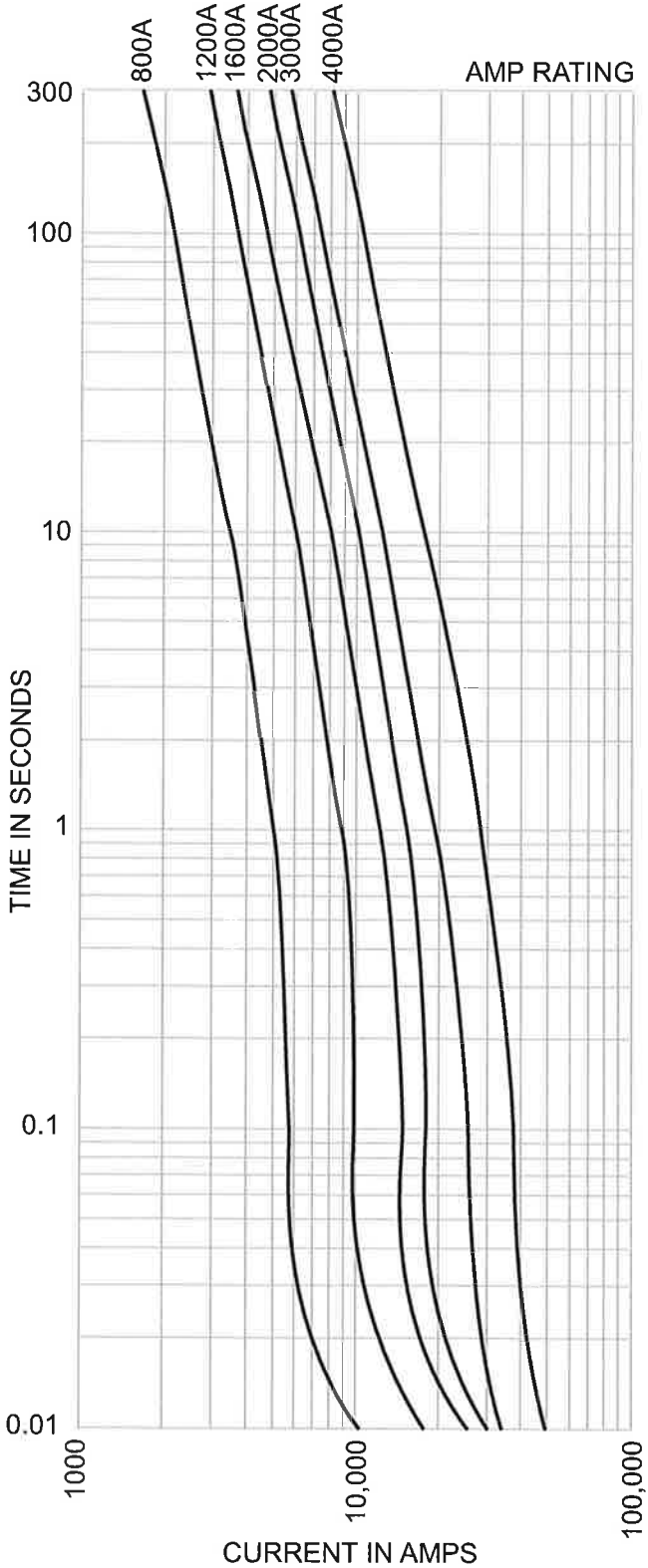
† No Agency listings available. No reducers available.



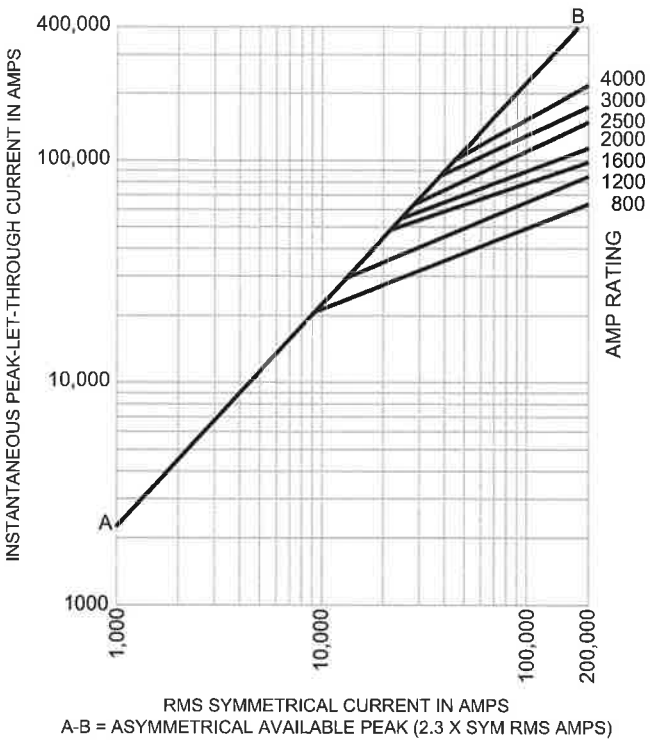
Dimensions – in:



Time-current curves - average melt:



Current-limitation curves:



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United States
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February 2016

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 **AIA** Document A310™ – 2010**Bid Bond****CONTRACTOR:***(Name, legal status and address)*

All Electric Construction &
Communication, LLC
80 Farwell Street
West Haven, CT 06516

OWNER:*(Name, legal status and address)*

Town of Fairfield
725 Old Post Road
Fairfield, CT 06824

BOND AMOUNT: \$ Five Percent of the Amount Bid (5%)**PROJECT:***(Name, location or address, and Project number, if any)*

Design, Build, Supply and Install - New Electric Vehicle (EV) Charging Stations
RFP #2022-77

SURETY:*(Name, legal status and principal place of business)*

Great Midwest Insurance Company
800 Gessner Road, Suite 600
Houston, TX 77024

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Init.

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User Notes:

(877098080)

Signed and sealed this 31st day of March, 2022

Jessica A. Vigliani
(Witness)

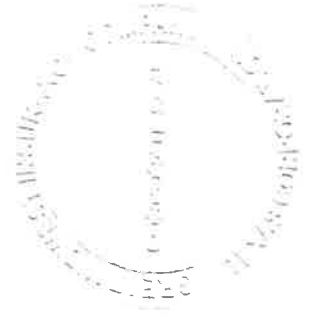
Paul A. Simeon
(Witness)

All Electric Construction & Communication, LLC
(Principal) (Seal)

menka
(Title)

Great Midwest Insurance Company
(Surety) (Seal)

Paul A. Simeon, Attorney-in-Fact
(Title)



Int.

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

MICHAEL E. WATTS, DAVID L. HUSSEY, PAUL A. SIMEON, LINDA A. BYCHOLSKI

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

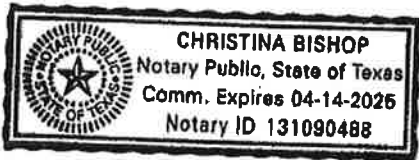


GREAT MIDWEST INSURANCE COMPANY

BY [Signature] Mark W. Haushill President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY [Signature] Christina Bishop Notary Public

CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 31st Day of March, 2022



BY [Signature] Leslie K. Shaunty Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

BID # 2022-77
DESC RFP New Electric Vehicle (EV) Charging Stations
DATE 3/31/2022
TIME 2:00 PM

Town of Fairfield - Fee Proposals

Item	Description	All Electric Construction & Communication, LLC	Artis Energy Solutions	Livingston Energy Group, LLC	Verdek LLC	Maverick Construction Corporation	LilyPad EV	Newington Electric, Co.	Magilla Construction	Greenspot	Blink Network, LLC
		West Haven, CT	Middletown, CT	Schenectady, NY	Madison, CT	Boston, MA	Martinez, CA	Newington, CT	Wallingford, CT	Jersey City, NJ	Miami Beach, FL
Item #1.	BASE BID- DESIGN, BUILD, SUPPLY, INSTALL: Perform All Work required to provide a Turn-Key Solution for Twenty (20) Level II Charging Stations for Town Fleet Vehicles at Sullivan Independence Hall, 725 Old Post Road, Fairfield, CT.	\$209,710.00	\$214,681.00	\$215,911.20 (includes \$20k UI incentive)	\$220,150.00 (Potentially- See Notes for Breakdown)	\$234,622.49	\$286,417.00	\$344,487.00	\$655,789.87	No Bid	\$0.00
i.	A line item associated with any longterm maintenance agreement with future years' costs identified by year. Software Provider fees and cost. (Year 1) On-Call Maintenance visits- Journeyman hourly rate	\$6,325.00 (Included in Base Bid) \$110.00	Networking Contract: Networking Contract: Annualized for 5-year Prepaid Agreement (Chargepoint): \$3,700.00. (SemaConnect): \$3,564.00. Full Labor and Parts Warranty: Annualized for 5-Year Prepaid Agreement: (Chargepoint): \$1,420.00 (SemaConnect): \$3,394.00 \$85.00	\$122.00 \$140.00	\$6,800.00 Software per year (Year 1 included in Base Bid) (20 Chargers) \$110.00	\$2,400.00 \$95.00	\$3,700.00 * Same price for years 1-5 \$40.40	AmpUp \$4,520.00 OR EV Connect: \$7,700.00 \$125.00	NA NA	\$0.00 \$0.00	Optional Service Plans- No cost provided.
ii.	Any ongoing costs/fees associated with network software and/or payment capabilities/processing should also be provided.	Network Software fee after Year 1: \$5,175.00 Annually	See Above (i.)	NA	\$7700.00 per year for Maintenance (on 10 Dual Charging Stations)		Quoted equipment warranty includes comprehensive parts and labor coverage for 5 years. Submission includes warranty information	Software details included in submission. Options+ Cost+ Commissioning \$3,000.00 one time fee	NA	\$0.00	
Add Alt. #1	Revenue Generating Option: It is the Town's intention to designate one or two of the new EV Charging Stations to be publicly accessible. Respondents shall provide unit pricing for single, dual, or quad chargers, as well as the costs for all associated software and licensing. (Additional Charges if Applicable)		Dual Chargers: ChargePoint CT4000 Level 2 Station: \$7,982.00 Dual Chargers: SemaConnect Series 8 Level 2 Station: \$7,755.00	\$1,350.00	NA	NA	NA		NA	Services Provided: Install and Maintain the EV Charging Equipment at no cost to the Town and share 5% of the profit with the Town until return of investment, when profit sharing will be increased to 30%.	
	Single Level II Charging Station	NA									
	Dual Level II Charging Station	NA		\$2,389.35	NA	\$7,093.90	\$8,976.00	\$3,800.00 each unit + \$350.00 RFID Each station	NA	\$0.00	
	Quad Level II Charging Station	NA		\$4,468.05	NA	NA	NA		NA	\$0.00	
	Software Provider fees and cost- Year 1	Included in Base Bid		Networking Contract: Annualized for 5-year Prepaid Agreement (Chargepoint): \$554.00 (SemaConnect): \$414.00 Full Labor and Parts Warranty: Annualized for 5-Year Prepaid Agreement: (Chargepoint): \$524.00 (SemaConnect): \$432.00	\$122.00	\$340.00 Included in Proposal	NA	\$554.00	AmpUp \$4,520.00 OR EV Connect: \$7,700.00	NA	\$0.00
Year 2	\$5,175.00			\$122.00	NA	\$120.00 /year per port	\$554.00	AmpUp \$4,520.00 OR EV Connect: \$7,700.00	NA	\$0.00	
Year 3	\$5,175.00			\$122.00	NA	NA	\$554.00	AmpUp \$4,520.00 OR EV Connect: \$7,700.00	NA	\$0.00	
Add Alternate #2	Lighting: Respondents shall supply all labor and materials to furnish and install lighting per Town reviewed and approved plans. Lighting products shall be PennGlobe, PennSTAR LED fixtures with wooden posts as detailed in Enclosure #2: Town Approved Products provided by PennGlobe. Estimated Quantity: Five (5) as depicted on Enclosure #4. (NOTE: All trenching, site work and conduit shall be included in the Base Bid above)	\$28,075.00	\$25,704.00	NA	\$38,000.00	\$24,998.40	\$41,643.00	\$38,400.00	NA	\$0.00	\$58,000.00
Add Alternate #3	Bollards: Respondents shall supply all labor and materials to furnish and install bollards per Town reviewed and approved plans. Estimated Quantity: Twenty (20) as depicted on Enclosure #4.	\$23,800.00	\$9,450.00	\$13,000.00	\$12,000.00	\$14,500.00	\$19,718.00	\$13,800.00	NA	\$0.00	
Deduct Item #1	Trenching and Backfill: Provide a deduct alternate option if the Town elected to perform the trenching and backfilling for new construction site.	-\$27,000.00	-\$31,600.00	-\$60,000.00	-\$18,000.00	-\$40,410.00	-\$34,682.00	-\$46,000.00	NA	\$0.00	
	Work shall be completed, upon receipt of written notice	252 Days	180 Days	90 Days	210 Days	35 Days	98 to 112 days	10 days- Gear is on Back order - 12 to 16 weeks	NA	13 Weeks	90 Days
	Proposed Chargers	JuiceBar 320 Series: 32A Level 2. Model JB3.0-322 Dual Connection Charger	ChargePoint CPF50 Level 2 Charging Stations for Fleet or SemaConnect Series 7	Charge Port charging station with Universal Pedestal	ChargePoint CT4000 Level 2 Commercial Charging Station- Model 1830 mm (6') Dual Port Bollard Mount- CT4021.	Enel X-JuicePedestal 32A/40A/48A/80A- JuiceBar- Juicebox 40	ChargePoint CPF50-L18-PEDMNT Dual	EVSE Model 3703 and EV 3704	Semi Connect or Juicebar	BTCPower	Blink
	Proposed Software	JuiceBar Oasis	SemaConnect	Livingston Charge Port Software	ChargePoint Commercial Service Plan Year 1- Option: ChargePoint Assure and Station Activation and Configuration	JuiceNet Enterprise	ChargePoint CPGW1-LTE, Assure- 5 prepaid years of Assure for CPF station. ChargePoint Active- Fleet Application only.	AmpUp OR EV Connect. Add Alt #1- Zigbee EVSE Payment Module.	NA	BTCPower	Blink
NOTES:			1. Savings Option to Base Bid, Low Voltage Conduit Net After EV Incentives: \$208,964.00 2. Deduct if decision is made to go with a 600A service in lieu of a 1000A: DEDUCT (\$29,200.00) 3. Request leeway on completion dates base on the supply chain issues, especially if the decision is made to go forward with the 1000A service.	Charge Port charging station with cellular connectivity Qty 1: \$1,350.00. Stations with WiFi/LAN- Qty: 19- \$19,747.65. Management software for 20 chargers: \$2440.00 per year. Delivery fee: \$1,656.05. Make Ready with install: \$206,200.00. LESS UI Incentive (per site): - \$20,000.00. TOTAL Cost of Project Year 1: \$215,911.20 Extended Warranty offered to be purchased after the 3-year standard warranty- \$351.00 per port per year	\$234,250.00 Less \$20K UI Incentive + Performance Bond \$5,900.00	Any costs associated with this work, including hardware, shall be included in the Design, Build, supply, and install Fee Proposal. Any costs for UI work is not included at this time as a figure could not be determined at time of bidding Included: Transformer Pad provision and install, grounding, and Stub-outs toward Utility Supply	Total for 20 Chargers and all Applicable softwares, install and shipping \$286,417.00 Total for Alternate #1: 18 Fleet and 2 Revenue Source: \$295,098.00	Add Pedestal Pay Station at time of install for future payments or RFID reading. To add RFID to each station: \$350.00 each station. Program and supply 25 RFID tags- \$1,500.00 Included UI Rebate Application for up to \$20,000.00	If the Electrical transformer is not acceptable to the Utility Company. The additional costs of trenching to utility pole and setting new transformer pad/vault and running electrical power to the proposed distribution Equipment. ADD \$150,000.00	No Bid was Received for the Base Bid. Revenue Generating Option Only	

SERVICE AGREEMENT

This AGREEMENT, made this day of 14 June 2022, by and between the **TOWN OF FAIRFIELD**, in the County of Fairfield, a municipal Corporation of the State of Connecticut (hereinafter “**TOWN**”), and **ALL ELECTRIC CONSTRUCTION & COMMUNICATION, LLC** a Connecticut Corporation with its principal place of business at 80 Farwell St, West Haven, Connecticut, (hereinafter "**CONTRACTOR**").

WITNESSETH, That for and in consideration of the premises and the agreement herein contained, and the payments herein provided to be made, the parties hereto agree as follows:

FIRST: Statutes.

The Contractor agrees to accept and abide by the provisions of Title 31, Section 53 of the 1965 Supplement to the General Statutes, State of Connecticut, which require "The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (h) of this section, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any Contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day."

The Contractor agrees and warrants that in the performance of the Contract such Contractor 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, gender identity or expression, intellectual disability, mental disability 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; and the Contractor further agrees to take affirmative action to insure 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, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the 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 Commission; (c) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers’ representative of the Contractor’s commitments under this section 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 Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (e) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (b) 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 notice to be provided by the Commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (c) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (d) the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

SECOND: Engagement and Authorization.

Subject to the terms and conditions set forth in this Agreement, Town does hereby engage and authorize Contractor — and Contractor does hereby accept such engagement and authorization, as an independent contractor for Town — to construct the Construction Project, as here in defined, and to manage such construction for Town. The Contractor further covenants and agrees at its own proper cost, charge, and expense to furnish all machinery, appliances, tools, labor and materials necessary or proper to do all the work necessary to construct all the works equipment and fixtures, appurtenant thereto, as set forth in the Contractor's proposal, annexed hereto, as Exhibit A and known as PURCHASE ORDER FY 2022, and as described in the Request for Proposals #2022-77 Plans and Specifications, attached hereto as Exhibit B, made and prepared by the Town of Fairfield Purchasing Department, in the County of Fairfield; and in the Contract Documents, as defined below in this Contract, which are incorporated by reference and wholly made a part of this Contract to the same extent as though the same were herein expressly written, in a first-class workmanlike manner, and in strict accordance with the plans, drawings and specifications therefore, invitation for bid, and the Contractor's proposal all of which plans, drawings, specifications, invitation to bid, proposal, award resolution and other Contract Documents. Such work will be performed under the supervision of the Responsible Town Official

(herein "RTO"), who for the purposes of this Contract, shall be the Director of Public Works of the Town of Fairfield and/or his appointed agent.

THIRD. In consideration of the Contractor faithfully complying with all the terms and stipulations of this Contract as set forth herein, or in the plans and specifications therefore, advertisement, proposal and other Contract Documents, the Town of Fairfield covenants and agrees to pay the said Contractor at the time and times, and in the manner more particularly set forth in the General Conditions as accepted in the bid submission attached hereto as Exhibit C.

FOURTH. The Contractor agrees to indemnify, defend and hold harmless the Town of Fairfield, its employees, agents and servants from any and all claims or demands for damages or injuries to either person or property which arise or may arise out of the performance of this contract, and shall indemnify and insure the Town of Fairfield in the manner more particularly set forth in the Insurance Requirements attached herein as Exhibit D, which are made part of this Contract.

FIFTH. The term "Contract Documents" shall mean and include the following:

Advertisement for Bid

1. Instructions to Bidders
2. Bid Proposal
3. All Contract Forms:
 - a. Bid Bond
 - b. Certificate of Surety
 - c. Statement of Compliance with Bidding Requirements
 - d. Contract
 - e. Acknowledgement of Officer of Town Executing Contract
 - f. Acknowledgement of Corporate Contractor
 - g. Acknowledgement of Contractor, if an Individual
 - h. Performance and Labor and Material Bond
 - i. Certificate of Insurance
 - j. Non-Collusion Affidavit of Prime Bidder
 - k. Non-Collusion Affidavit of Subcontractor
 - l. Notice of Award
 - m. Notice to Proceed
 - n. Change Orders
 - o. Town of Fairfield, Standard Insurance Requirements
4. General Conditions
5. Supplemental General Conditions
6. Special Conditions
7. All Federal and State Required Contract Provisions Including:
 - a. CHRO-Contract Compliance Regulations-Notification to Bidders
8. Contract Drawings

IN WITNESS WHEREOF, the Board of Selectmen of the Town of Fairfield, in the County of Fairfield has authorized the Corporate Seal of the Town of Fairfield to be hereto affixed and this Contract to be signed by the Purchasing Authority and that same attested to by the Town Clerk and the Contractor has caused this Contract to be signed by its duly authorized officer, and its corporate seal to be hereunto affixed all the day and year first above written.

TOWN OF FAIRFIELD

By _____

Its: _____

Date: _____, 2022

By _____

Its: _____

Date: _____, 2022

**ALL ELECTRIC CONSTRUCTION &
COMMUNICATION, LLC**

By _____

Its:

Date: _____, 2022

EXHIBIT A
CONTRACTOR'S PROPOSAL
PURCHASE ORDER FY 2022

EXHIBIT B
REQUEST FOR PROPOSAL #2022-77

EXHIBIT C
BID SUBMISSION

EXHIBIT D
CERTIFICATE OF INSURANCE