RFQ: Design Build Services for Ice Rink

The Town is requesting responses in the form of Statements of Qualifications from qualified firms with previous experience as design builders of ice rinks. Respondents shall submit one (1) unbound, single sided original, five (5) copies and a flash drive containing their respective Statements of Qualifications. The Town will review the Statements of Qualifications and short-list respondents to whom the Town will then issue a Request for Proposal. Proposals from the short-listed firms shall be due within ten (10) days of when the Town issues the RFP. Short-listed respondents will be required to attend a mandatory pre-bid conference.

Sealed responses marked "Statement of Qualification - Design Build Services for Ice Rink" will be received by the Town of East Haven until 2:00 P.M., June 1, 2021, at 250 Main St, East Haven CT 06512.

Requests for Information or questions concerning this RFQ must be submitted in writing on or before 2:00 p.m., May 26, 2021, to Raymond Baldwin at 250 Main Street, East Have CT 06512. No telephone calls or oral questions will be answered. Questions received after the foregoing date and time may not be answered.

The Statements of Qualifications shall be furnished in accordance with this RFQ and Town requirements.

The Town of East Haven reserves the right to reject any and all responses, to waive informalities, to re-advertise, and to enter into a contract determined to be in its best interest, in accordance with the documents referenced herein above.
Design Build Services for Ice Rink

1.0 INTRODUCTION

1.1 The Town of East Haven (“Town”) is soliciting statements of qualifications from experienced design-build teams for the delivery and furnishing of all necessary materials, labor, equipment, and professional services for the design and construction services associated with the renovation of the East Haven Ice Rink. The estimated commencement for the project (design) is yet to be determined but anticipated for June 18, 2021 Construction will commence immediately upon agreement on the design and approval of the Guaranteed Maximum Price. Substantial and Final Completion will be established based on design.

1.2 The project information included in this RFQ Submittal is preliminary in nature. There is no work guaranteed as a result of being shortlisted in response to this solicitation.

1.3 The Town has engaged The S/L/A/M Collaborative, Inc. to perform a Feasibility Evaluation and present alternative project scopes to the Town. The Town expects S/L/A/M’s work to be completed by May 26, 2021, at which point the Town’s legislative body, the Town Council, will consider the alternatives presented and possibly act upon the selection of a project. Once the Town Council has acted, the Town will issue an RFP to the short-listed firms.

2.0 BACKGROUND

2.1 The TOWN has opted to use the "Qualifications-Based Selection" Design-Build process for the delivery of design services and construction services for this project.

2.2 The TOWN proposes to select a highly qualified Design-Build team for the design and construction of the project. The selected firm must be willing and able to provide reasonable proposals within short time frames and must be prepared to commence and complete the work in accordance with the Town’s required schedule.

3.0 RFQ PROCESS

3.1 The selection process will involve a staged proposal review to minimize Proposers’ costs in preparing initial qualification proposals and expedite the review process. Interested Proposers will initially submit a written statement of qualifications (in response to this RFQ) which will be the basis for short-listing the most qualified firms.

3.2 The intent of the statement of qualifications proposal is for respondents to indicate their interest, relevant experience, financial capability, staffing and organizational structure.

3.3 Based upon a review of the qualifications, the most qualified firms/teams, as selected by and in the sole discretion of the Town, will be short-listed and may
be requested to make oral presentations to the Town regarding their qualifications, approach to the project, and ability to furnish the required services. Each short-listed proposer will be required to provide a statement from an A- or better surety identifying and confirming the Proposer's bonding capacity.

3.4 After review of the Statements of Qualifications, short-listing of the most qualified firms/teams and oral presentations (if any), the Town issue a Request for Proposal to the short-listed firms.

3.5 Firms (including shortlisted firms) will not receive any stipends or compensation for their proposals provided under this solicitation; all work done, and expenses incurred in connection with responding to this RFQ and the RFP, if applicable, shall be at the sole cost and expense of the respondents.

4.0 **INSTRUCTIONS FOR SUBMISSION OF QUALIFICATION PROPOSALS**

4.1 Each Proposer shall submit one (1) unbound, single-sided, original and five (5) hard copies of its Qualifications Proposal, along with a flash drive containing the SOQ.

4.2 Proposers should place a label or other marking on the exterior of the delivery box or package containing the six (6) qualification proposals clearly identifying the package as being SEALED PROPOSAL- "DESIGN-BUILD SERVICES FOR ICE RINK" and identifying the Proposer(s) by name.

4.3 All questions related to the RFQ must be directed in writing to Raymond Baldwin at 250 Main St, East Haven CT 06512. Inquiries related to the scope of work, clarification or correction must be in writing, and received no later than 2:00 p.m. May 26, 2021, to allow adequate time for response and/or addenda.

4.4 Statements of Qualifications shall be a maximum of 20 single-sided pages in length. A one-page (single-sided) cover page should also be furnished. A one page (single-sided) organizational chart should also be furnished. Resumes for each team member should also be furnished. Resumes shall be a maximum of two pages (single-sided) per person and should be in an Appendix at the end of the Statements of Qualifications and do not count towards the 20 single-sided page maximum. The cover page, the organizational chart, and the resumes do not count towards the 20 single-sided page maximum. The RFQ Submittal Cover Page should be included and does not count towards the 20 single-sided page maximum. Proposal creativity is encouraged; however, extravagance in proposal style and format is discouraged. Do not include any additional documentation as it will not be considered.

All submittals shall be delivered to:

Rebecca Fye, Purchasing Agent
250 Main St
East Haven, CT 06512
Please be advised that failure to comply with the following criteria may be grounds for disqualification.

5.0 RATING SYSTEM FOR DEVELOPMENT OF SHORT-LIST

5.1 For the development of a shortlist, a rating system will be utilized by the Town to rank each proposal. Proposers are encouraged to keep their qualification proposals concise and to include a minimum of marketing materials. At a minimum, each Proposal should address the following criteria:

1. General Information
2. Experience Designing and Constructing (including renovating) ice rinks.
3. Experience Designing and Constructing (including renovating) ice rinks in the Northeastern United States
4. Understanding of the Project and Approach to Performing the Required Services
5. Local Participation and Staffing Plan
6. Organizational Resources

Each criterion is further described below. Proposers must provide responses and information sufficient for evaluation. The TOWN reserves the right to request additional information from Proposers subsequent to the receipt of proposals.

6.0 GENERAL INFORMATION

6.1 Provide a general description of the firm and/or team that is proposing to provide design build services. Explain the legal organization of the proposed firm or team.

6.2 List the Connecticut professionals (Architect, Engineer, General Contractor, etc.) and applicable licenses held by the firm/team and the key personnel who will be assigned to this project. Provide the license number and explain if held by an individual or firm.

7.0 Experience Designing and Constructing (including renovating) ice rinks.

7.1 Related Building Experience - Major consideration will be given to the successful completion of at least five (5) ice rinks within the past ten (10) years. Identify projects which best illustrate the experience of the firm and current staff which will be assigned to this project. Each project description must include the following:

1) Name and location of the project

2) The nature of the firm's responsibility on this project

3) Project owner's representative name, address and phone number
4) Project user agency's representative name, address, and phone number

5) Date project was completed or is anticipated to be completed.

6) Size of project (gross SF of construction and acreage)

7) Cost of project (construction cost)

8) Work for which the staff was responsible.

9) Present status of this project

10) Project Manager and other key professionals involved on listed project and who of that staff that would be assigned to this project.

11) Indicate the Firm’s experience with Design Build projects

8.0 UNDERSTANDING THE PROJECT AND APPROACH TO PERFORMING THE REQUIRED SERVICES

8.1 Describe your firm's project management approach and team organization during design and construction phase services. Describe systems used for planning, scheduling, estimating, and managing construction. Briefly describe the firm's experience on quality control, dispute resolution, and safety management.

8.2 Discuss the major issues your team has identified on this project and how you intend to address those issues.

9.0 LOCAL PARTICIPATION AND STAFFING PLAN

9.1 The Town desires strong local participation on this project. Describe your intent/capacity to affect the local economy through the use of local labor, vendors, sub-contractors, and resources as well as your firm's approach to maximize utilization of local resources, to include as a minimum, local suppliers, equipment providers, subcontractors, and laborers. Identify the location of the firm's principal office and the office location of key staff on this project. Identify local (i.e., presently living or relocating to the area) vs. non-local staffing of your team, and the percent of your work expected to be done locally.

9.2 For each proposer, the following four key team members will be considered under the criterion:

1) Architect
2) Prime Engineer
3) General Contractor
4) Consultant and/or Contractor

10.0 ORGANIZATIONAL RESOURCES

10.1 As part of the evaluation process, the Town has the responsibility of
considering the size and complexity of the project under construction and be assured that the Design Builder has the organizational and financial resources required to successfully deliver this project and the ability to meet the schedule as attached. Please describe your operational stability, corporate financial resources, bonding capacity, and insurance limits.

10.2 Identify any contract or subcontract held by the firm or officers of the firm, which has been terminated within the last five years. Identify any claims arising from a contract, which resulted in litigation or arbitration within the last three years. Briefly describe the circumstances and the outcomes.

10.3 Indicate EMR Rate/ Insurance EMR letter indicating any violations.

10.4 Indicate pending or past default litigations.

11.0 RISK
11.1 Proposers responding to this Request for Qualifications do so at their sole expense and risk. Subsequent to the issuance of this Request for Qualifications, the TOWN reserves the right to:

- Make changes to the RFQ.
- Cancel this RFQ.
- Request clarifications.
- Negotiate modifications to proposals.
- Reject any and all proposals for any reason whatsoever; and
- Proceed with alternative project delivery methods if so desired by the Town.

No Proposer is guaranteed the award of an Agreement or any work as a result of being selected or short-listed for this project.

12.0 CLARIFICATIONS AND ADDITIONAL INFORMATION
12.1 The Town reserves the right to request clarifications or additional information from any Proposer. Specific questions may be addressed to each of the Proposers and the Professional Services Committee may consider any further elaboration by the Proposers of any information previously submitted.

13.0 CONTACT WITH TOWN OFFICIALS AND EMPLOYEES
13.1 All firms interested in this project (including the firm's employees, representatives, agents, lobbyists, attorneys, and sub-consultants) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process. This policy is intended to create a level playing field for all potential firms, assure the contract decisions are made in public and to protect the integrity of the selection process.

14.0 LATE SUBMITTALS
14.1 It is the Proposer's responsibility to ensure its Qualifications Proposal is
received by the TOWN on or before the time and date specified above. Under no circumstances will qualification proposals received after the delivery time specified be considered; they will be returned to the Proposer unopened.

15.0 PARTNERSHIP / CORPORATIONS / AGENTS
15.1 When a Proposer is a partnership or joint venture, the Proposal shall be signed in the name of the partnership or joint venture and by all persons or entities required to do so under the terms of their partnership or joint venture agreement. Any existing written underlying partnership or joint venture agreements shall be included as part of the proposal.

15.2 When a Proposer is a corporation, the authorized corporate officer signing the Proposal shall set out the corporate name in full beneath which said officer shall sign his/her name and give title of his/her office. The Proposal shall also bear the seal of the corporation.

15.3 Anyone signing the Proposal as officer or other agent must file with it legal evidence of the authority to do so. Proposers who are or include corporations or limited partnerships shall furnish a duly executed certificate of status from the Connecticut Department of State.

15.4 The person(s) signing each Proposal shall certify under oath on the attached Certification form that the information contained in the Proposal is true and accurate. Each Proposer understands, by submitting a Proposal that the Professional Services Committee will rely in part on such certification in selecting the short-listed firms.

15.5 Failure to submit documents requested above with the proposal or within 24 hours of request made by the TOWN may be the basis for rejection of the Proposal. Such documents must be effective as of the date of the proposal.

15.6 Short-listed Proposers will be required to show evidence of having filed with the State of Connecticut for registration of their Design-Build entity within 15 days of announcement of the short list.

16.0 CHANGES IN PROPOSER ENTITY/TEAM
16.1 The Proposer is responsible to promptly notify the Town as to any change in the information in its submitted proposal. Failure to inform the Town within 24 hours of occurrence of a change may result in removal of the Proposer from consideration for the project.

16.2 Any changes to a Proposer entity after it has submitted its proposal may result in removal of the Proposer from consideration for the Project. Any additions, deletions, or substitutions in a Proposer's team after it has submitted its proposal require a showing of good cause and must be clearly identified by the Proposer; and the reasons for the changes must be provided.

17.0 ASSIGNMENT OR TRANSFER
17.1 The selected Proposer shall be prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of its responsibilities under the
Agreement, or its rights, title, or interest therein or its power to execute such Agreement to any person, company, corporation or partnership without prior written notice and consent and approval of the Town. The Town of East Haven has sole discretion whether or not to consent to any contemplated assignment.

18.0 REQUEST FOR INFORMATION/ CLARIFICATION
18.1 Requests should be made, in writing, on or before the date specified in Paragraph 4.3.

19.0 INDEMNIFICATION AND INSURANCE REQUIREMENTS
19.1 Once the selected successful Proposer (hereafter deemed "Design-Builder") has agreed to sign a contract with the Town of East Haven for the project listed in this Request for Qualifications, the Design-Builder will be required to furnish a performance and payment bond in an amount at least equal to the guaranteed maximum price, as security for the faithful performance and payment of all Design Builder's obligations under the Contract Documents. The surety company must be authorized and licensed to transmit business in the State of Connecticut, with a Financial Strength Rating of A- or better for a Financial Size Category of VII or greater.

Before starting and until acceptance of the services by the Town of East Haven, and without limiting its liability under the Agreement to be negotiated, Design-Builder will procure and maintain, at its sole expense, insurance and the following paragraphs, or copies thereof in compliance with their legal form and substance, shall be inserted in the Agreement as terms thereof:

20.0 INSURANCE REQUIREMENTS: shall be as set forth in the RFP. Generally speaking:
20.1 Design-Builder shall not commence work until the Design-Builder has procured the insurance required under this Article and such insurance has been approved by the Town (Owner). The Design-Builder shall provide evidence of such insurance in the following manner:

As evidence of compliance with the insurance required hereunder (Workers' Compensation/ Employer's Liability, Commercial General Liability, Business Auto, Excess Liability and Professional Liability), the Design-Builder shall furnish the Owner with:

a. a fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of Owner and Owner's officials, officers, and employees as Additional Insureds in the Commercial General Liability coverage.

b. the original of the policy(ies); or

c. other evidence satisfactory to Owner.
The Certificate of Insurance shall provide that the Owner shall be given no less than forty-five (45) days written notice prior to cancellation.

20.1.1 Until such time as the insurance is no longer required to be maintained by the Design-Builder, the Design-Builder shall provide the Owner with renewal or replacement evidence of the insurance no less than thirty (30) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

20.1.2 Notwithstanding the prior submittal of a Certificate of Insurance, if requested by the Owner, the Design-Builder shall, within thirty (30) days after receipt of a written request from the Owner, provide the Owner with a certified complete copy of the policies of insurance providing the coverage required. Design-Builder may redact those provisions of the policy or policies which are not relevant to the coverage required hereunder.

21.0 Qualification of Insurers/Group Self-Insurers
21.1 Insurers providing the insurance required hereunder must meet the following minimum requirements.

21.2 Such insurers must either be authorized by certificates of authority issued to the companies by the Department of Insurance of the State of Connecticut.

21.3 Such insurers shall have and maintain throughout the period for which coverage is required, a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to AM. Best Company.

21.4 If, during the period when an insurer is providing the insurance required by this Contract, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the Design-Builder has knowledge of any such failure, the Design-Builder shall immediately notify the Owner and shall immediately replace the insurance provided by the insurer with an insurer meeting the requirements. Until the Design-Builder has replaced the unacceptable insurer with an insurer acceptable to the Owner, the Design-Builder shall be in default of this Contract.

22.0 Description of Required Insurance
22.1 As set forth in the RFP.

23.0 Design-Builder's Insurance Primary
23.1 The insurance provided by the Design-Builder shall apply on a primary basis and any other insurance or self-insurance maintained by the Owner or an Owner's official, officer or employee shall be excess of and not contributing with the insurance provided by or on behalf of the Design-Builder.

24.0 Deductible Provisions
24.1 Except as otherwise specifically authorized in Paragraph 11.C., the insurance maintained by the Design-Builder shall apply on a first dollar basis without application of a deductible or self-insured retention.
25.0 **Insurance is Additional Remedy**

25.1 Compliance with the insurance requirements of this Contract shall not limit the liability of the Design-Builder. Any remedy provided to the Owner or the Owner's officials, officers or employees by the insurance shall be in addition to and not in lieu of any other remedy (including, but not limited to as an indemnitee of the Design-Builder) available under this Contract or otherwise.

26.0 **Insurance on Subcontractors**

26.1 The Contractor shall require all subcontractors to maintain any and all insurance required by law. However, except to the extent required by law, the Owner has not established minimum insurance requirements for the Contractor's subcontractors.

27.0 **No Waiver By Approval/Disapproval**

27.1 Neither approval by the Owner nor failure to disapprove the insurance furnished by the Design-Builder shall relieve the Design-Builder of the Design-Builder's full responsibility to provide the insurance as required by this Contract.

### REQUIRED INDEMNIFICATION

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order, the DESIGN BUILDER shall defend, indemnify, and hold harmless the Town, its officers, directors, agents, guests, invitees, elected and appointed officials, boards, commissions, committees, and employees from and against all liabilities, damages, losses, and costs, direct, indirect, or consequential (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from any acts of negligence, recklessness or intentional wrongful misconduct in the performance of the work by the DESIGN BUILDER, any Subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the Town, or any of its officers, directors, agents, or employees by any employee of the Design Builder, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Design Builder or any such Subcontractor or other person or organization under workers’ or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type
of insurance coverage provided by the Town, the Design Builder, or any of its Subcontractors. To the extent this Indemnification conflicts with any provision of Connecticut law, this indemnification shall be deemed to be amended in such a manner as to be consistent with such Law or Statute.
ATTACHMENT A
PROPOSER INFORMATION/ CERTIFICATION

1. Legal Name of Proposer. Indicate is the Proposer is a Corporation, Joint Venture, Partnership, etc.:

2. Name/Title of contact person for the Proposer: _________________________________

3. Local business and mailing address: ________________________________________

4. Primary business and mailing address: _______________________________________

5. Telephone Number: _____________________________ Fax: _______________________

The above-named Proposer affirms and declares:

A. That the Proposer understands all requirements for the RFQ and states that it will comply with all the stipulations included in the RFQ package.

B. That the Proposer is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the contract proposed to be entered into except as expressly stated below.

C. That this qualification proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a proposal for the same purpose and is in all respects fair and without collusion or fraud except as expressly stated below.

D. That no officer or employee or person whose salary is payable in whole or in part from the Town is, shall be or become interested, directly, or indirectly, surety or otherwise in this Proposal; in the performance of this Contract; in the supplies, materials, equipment and work or labor to which they relate; or in any portion of the profits thereof.

E. That the Proposer has received and carefully examined all Addenda issued prior to Opening.

F. All statements made by the Proposer in the Proposal are true and accurate as of the Proposal submittal date.

IN WITNESS WHEREOF, this Proposal is hereby signed and sealed as of the date indicated.

ATTEST: _________________________________

PROPOSER: _________________________________

BY: _________________________________ (SEAL)

(Witness) (Authorized Signature in Ink)

_______________________________

(Witness) (Printed Name of Signer)

CORPORATE SEAL

(Where Appropriate)

_______________________________

(Printed Title of Signer)

_______________________________

(Date)
(ACKNOWLEDGEMENT OF PROPOSER, IF A CORPORATION)

STATE OF ____________________________  
COUNTY OF ____________________________

The foregoing instrument was acknowledged before me this ______ day of ______________________
20______, by ____________________________________________, who is personally known to me or who has produced ___________________________________________ as identification and who did take an oath and who executed the foregoing instrument as ____________________________________________, a ———— corporation, and who severally and duly acknowledged the execution of such instrument as such officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters stated in said foregoing instrument, certified the same to be true in all respects.

Hershel is personally known to me or has produced ________________________________ as identification.

WITNESS my hand and official seal the date aforesaid.

________________________________________ (Signature of the Person taking Acknowledgment)
________________________________________ (Name of Acknowledger Typed, Printed and Stamped)
________________________________________ (Title or Rank)
________________________________________ (Serial Number if Any)

(ACKNOWLEDGEMENT OF PROPOSER, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF ____________________________  
COUNTY OF ____________________________

The foregoing instrument was acknowledged before me this ______ day of ______________________
20______, by ____________________________________________, who is personally known to me or who has produced ___________________________________________ as identification and who did take an oath and who executed the foregoing instrument as a member of the firm ____________________________________________, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Hershel is personally known to me or has produced ________________________________ as identification.

WITNESS my hand and official seal the date aforesaid.

________________________________________ (Signature of the Person taking Acknowledgment)
________________________________________ (Name of Acknowledger Typed, Printed and Stamped)
________________________________________ (Title or Rank)
________________________________________ (Serial Number if Any)
**Design Build Project Timeline**

*East Haven Ice Rink*

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*Notice to Proceed will depend on contract approval by the Town Council and the Design-Builder meeting its pre-NTP contract obligations and permitting requirements.

Schedule contemplates _ _ months for procurement, _ _ months for design work, _ _ months permitting and _ _ months for construction.
RFQ Submittal Cover Page

Date

Name of Company

Authorized Signature

Printed Name

Title/Position

Physical Address

Town

State

Zip

Email address

Telephone Number/ Fax Number

Received Addenda #’s

List all "Professional Association/Sub-Consultants' (companies that you will be in association with for this project):

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

Key Team members and addresses of principal office:

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________
1) GENERAL CONDITIONS: