



Request For Proposals

Feasibility Study for Vernon Public Schools

Bid # VPS-FY15-001

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Proposals Due: Wednesday, February 11th, 2015
2:00 PM, EST

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1. General Provisions

1.1 Introduction

Vernon Public Schools (VPS) provides education to approximately 3,240 students in Vernon, Connecticut. The Vernon Public Schools system is committed to provide students with optimal educational services. Students are currently served by five (5) elementary schools (PK – 5), one (1) middle school, and one (1) high school. The Vernon Public Schools system is focused on fostering the highest possible achievement for all of its students. Vernon Public Schools share a single core purpose of meeting the needs of each child to ensure that all children succeed.

The philosophy that guides the Vernon Public Schools system is our mission statement:

The Vernon Public Schools, in partnership with family and community, is committed to provide a quality education, with high expectations, in a safe environment where all students become independent learners and productive contributors to society.

1.2 Project Background

The Vernon Board of Education (the Board) has directed VPS to solicit proposals for a Feasibility Study to determine the future structure of the school system. The Board seeks an analysis and appraisal of present and future educational needs in relation to student enrollment, educational programs, grade organization, school facilities and building capacity in Vernon, Connecticut.

1.3 Qualifications of Bidders

VPS is seeking well-qualified and experienced Bidders for this project. As part of the bid proposal, please include the following information:

- a. Please provide three (3) current or former client references with whom your company has completed projects of this scope.
- b. List how many full time and part time employees are currently employed by your company.
- c. Briefly describe your firm's project management process.

1.4 Mandatory Requirements

The proposal must be capable of all the items listed in this section. Failure to respond to any of the mandatory items may eliminate your proposal from further consideration:

a. Pre-Bid Conference

All Bidders who are interested in submitting a proposal on this project are required to attend a pre-bid conference to be held on **Wednesday, January 7th, 2015, from 2:00 to 3:00 PM in the 3rd floor conference room at the Central Office located at 30 Park Street in Vernon, Connecticut.** Bidders may ask questions during the pre-bid conference about the scope and detail of this project.

b. Price

Quoted prices must be inclusive and detailed by each task and deliverable in the Bidder's proposal. If the price excludes certain fees/charges, either recurring or nonrecurring, the Bidder must provide a detailed list of excluded fees with a complete explanation of the nature of those fees. Bidders may submit, at their discretion, alternate solutions with accompanying prices. Alternate solutions will give VPS the opportunity to consider the best solution for its needs and compare those options with budget considerations.

c. Timeline

Bidders must provide an implementation plan and timeline as part of their proposals.

2. Response Instructions

The submitted proposals must follow the rules and format established within this Request for Proposal (RFP). Adherence to these rules will ensure a fair and objective analysis of all proposals. Each proposal must be submitted in a sealed envelope bearing the bid number "**BID #VPS-FY15-001**" and titled "**Feasibility Study**". Five (5) printed copies of the proposal and one (1) electronic copy on a USB drive or CD Rom must be provided. Each Bidder shall be responsible for all costs incurred in order to prepare and submit their response to this RFP. All submitted materials become the property of VPS.

Conditional proposals will not be accepted. Facsimile or email proposal responses will not be accepted. Specifications cannot be modified by anyone other than the assigned agent for the Board represented by the Director of Business and Finance in writing.

2.1 Delivery of Proposals

Proposals must be submitted in a sealed package clearly marked "**BID – DO NOT OPEN**" on the outside of the packaging to: Mr. Michael Purcaro, Director of Business and Finance, 30 Park Street, Vernon, Connecticut 06066 by **2:00 PM on Wednesday, February 11th, 2015**, at which time proposals shall be opened and read aloud publicly. It is the sole responsibility of the Bidders to see that their proposals are received on time. Any proposal received after the proposal due date and time shall be eliminated from consideration.

2.2 Questions and Communications

Bidders are hereby notified not to contact any member of the VPS staff and its elected officials, except as provided herein regarding this proposal until such time as a contract has been awarded. All questions about the proposals should be directed to Mr. Michael Purcaro, Director of Business and Finance by email at mpurcaro@vernon-ct.gov no later than **2:00 PM on Wednesday, January 21st, 2015**. Answers to all received questions will be posted on the VPS website at <http://www.vernonpublicschools.org/bid-requests>.

2.3 Public Opening of Bids

VPS will hold a public bid opening for all proposals submitted. All bids will be opened and recorded by the VPS Business Office beginning at **2:00 PM on Wednesday, February 11th, 2015 in the 3rd floor conference room at the Central Office located at 30 Park Street in Vernon, Connecticut.**

2.4 Pricing Eligibility Period

All Bidder proposals are required to be offered for a term not less than 180 calendar days in duration. A proposal may not be modified, withdrawn, or cancelled by the Bidder during the 180 day time period following the time and date designated for the receipt of proposals.

2.5 Tax Exemption

VPS is tax exempt and will provide appropriate documentation if needed.

2.6 Bidder Pricing and Proposals

Pricing submitted with this RFP must encompass all design, implementation, support, licenses and hardware/software acquisitions necessary for development and implementation of this project. If your price excludes certain fees or charges, either recurring or nonrecurring, you must provide a detailed list of excluded fees with a complete explanation of the nature of those fees.

In the event that information or pricing submitted by the Bidders is unclear, VPS may request further explanation and/or pricing breakdowns from the Bidders for the purpose of evaluation and decisions. The Bidders shall answer requests for additional information or clarification in writing, and these responses will become part of the Bidders proposal. Bidders failing to provide adequate information on any issue in a timely manner to allow a comprehensive evaluation by VPS shall be considered unresponsive, and their proposal may be subject to rejection.

2.7 Proposal Format

All proposals shall be prepared in strict compliance with the Proposal Format outlined below. Failure to comply with all provisions of this RFP may result in the proposal being disqualified.

- All proposals must be securely bound.
- Title page: The title page should include the subject of the proposal, the proposing company's name and address, the name, address, and telephone number of a contact person, and the date of the proposal.
- Table of contents.
- Executive summary: This summary, limited to five (5) single-spaced typewritten pages, should provide a high-level description of the Bidder's ability to meet the requirements of the RFP and a statement describing why the Bidder believes itself to be the best

qualified to provide the specified services. The summary must also include the names, titles and background of the officers and operating personnel who will work with VPS.

- Provide three (3) current or former client references with whom your company has completed projects of this scope.
- Detailed scope of work and implementation timeline.
- Warranty: Bidders shall include with the RFP response a detailed overview of all applicable warranties, including exclusions. Bidders must detail the responsibilities VPS will assume and describe any Bidder services provided during the warranty period. Complete warranties applying to any system purchased must be clearly specified. The location or agent responsible for servicing this account must be clearly stated. The Bidder's policy on software upgrades, enhancements, and on-going software support must also be addressed. Warranty and maintenance terms and costs will be taken into consideration during the evaluation of proposals.

3. Terms and Conditions

3.1 Proposal Withdrawal

No proposal can be withdrawn after it is filed unless the Bidder makes a request in writing to Mr. Michael Purcaro, Director of Business and Finance, prior to the time set for the opening of the proposals.

3.2 Collusion Among Bidders

Multiple proposals from an individual, firm, partnership, corporation or association under the same or different names are subject to rejection. Reasonable grounds for believing that a Bidder is interested in more than one proposal for the work contemplated may result in rejection of all bids in which the Bidder is interested. Any or all proposals will be rejected if there is any reason for believing that collusion exists among the Bidders. Participants in such collusion may not be considered in future solicitations for the same work. Each Bidder, by submitting a bid, certifies that it is not a party to any collusive action.

3.3 Irregular Proposals

Proposals may be rejected if they show omissions or irregularities of any kind. Proposals taking or noting exception to any element requested may be rejected in their entirety.

3.4 Laws and Regulations

It shall be understood and agreed that any and all articles and/or equipment furnished or contract awarded on this proposal shall comply fully with all applicable local, state, and federal government laws and regulations.

3.5 Non-Conflict of Interest Statement

It is unlawful for any officer, employee or agent of VPS to participate personally in his/her official capacity through decision, approval, disapproval, recommendation, advice or investigation in any contract or other matter in which he/she, his/her spouse, parent, minor

child, brother or sister, has a financial interest, or to which any firm, corporation, association, or other organization in which he/she has a financial interest, or in which he/she is serving as an officer, director, trustee, partner, or employee, or agent. The successful Bidder agrees that during the term of the Contract and for twenty four (24) months following the exit conference, the successful Bidder, its employees, agents, and representatives, shall not, with or without compensation, on behalf of the successful Bidder, or another person, entity, or corporation, take any action in connection or receive any benefit with any specific matter, finding or recommendation associated in any way with this project, except with the express written consent of VPS.

3.6 Non-Discrimination of Employment

VPS actively subscribes to a policy of equal employment opportunity and will not discriminate against any employee or applicant because of race, sex, age, color, physical or mental handicap, marital status, sexual affiliation, religion, nation origin or political affiliation. Bidders shall not discriminate in any manner against any employee because of race, sex, age, color, physical or mental handicap, marital status, sexual affiliation, religion, national origin or political affiliation.

3.7 Confidentiality

Bidders shall treat confidential all information, reports, and documents, hereafter, "Data", regardless of form, that Bidders receive or is provided access by VPS. Bidders shall take all precautions necessary to prevent disclosure of such Data to others except upon the express written approval of VPS. Any third parties to whom Bidders are authorized to provide Data shall be required, as a condition of receiving such Data, to execute confidentiality agreement satisfactory to the VPS. Bidders shall not use Data for any purpose other than the performance of work stipulated under the contract. Upon VPS's request, Bidders will return to VPS all copies of Data. Bidders shall safeguard against disclosure to all others Data in a Bidders possession for a period of seven years after completion of the work and only if permitted by law.

3.8 Proprietary Information

VPS recognize that in responding to this request for proposal, Bidders may submit proprietary information. To the extent submitted by law, VPS will keep confidential such proprietary information provided that the conditions as described in the following paragraph are met.

Proprietary information must be submitted separately and must be clearly identified as containing proprietary information. Reference to the proprietary information must be clearly made in the detailed response, and conversely the section in the proprietary information packet shall be clearly labeled as to the location in the detailed response it references. Labeling a complete proposal proprietary, that is general in nature, may be cause for rejection of the proposal.

3.9 Contingent upon Availability of Funds

VPS's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of VPS for

any payment may arise until funds are made available and approved by the Board for this contract and until a selected Bidder receives a Purchase Order as a notice of such availability.

3.10 Insurance Requirements

Based upon the outcome of this process, the final chosen Bidder shall procure and maintain insurance against claims for injuries or losses to persons or property that are alleged to have arisen in connection with activities of the Bidder and any agents, representatives, subcontractors or employees. Insurance companies must be licensed by the State of Connecticut or otherwise acceptable to VPS. The cost of such insurance, including required endorsements or amendments, shall be the sole responsibility of the Bidder. Full disclosure of any nonstandard exclusion is required for all required coverage.

It is further agreed that the Bidders shall provide VPS with a thirty (30) day notice of cancellation.

Commercial General Liability (Vernon Public Schools added as additional insured):

Each Occurrence:	\$1,000,000
Personal/Advertising Injury Per Occurrence:	\$1,000,000
General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate:	\$2,000,000
Fire Damage Legal Liability	\$ 100,000

Automobile Liability (Vernon Public Schools added as additional insured):

Each Accident:	\$1,000,000
Hired/Non-owned Auto Liability:	\$1,000,000

Workers' Compensation/Employers Liability

Workers' Compensation	Statutory Requirement set forth by State of CT
Employers Liability	
Each Accident	\$100,000
Disease-Policy Limit	\$500,000
Disease-Each employee	\$100,000

Umbrella/Excess Liability (following form of general liability, auto liability and employer liability):

Each Occurrence:	\$1,000,000
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General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate:	\$2,000,000

Professional Liability

Each Claim:	\$1,000,000
Annual Aggregate	\$1,000,000

3.11 Indemnification and Hold Harmless

Bidders shall fully indemnify, defend and hold harmless VPS and the Town of Vernon (the Town) and all of its respective officers, elected officials, employees, agents, servants and volunteers to the fullest extent allowed by law for any claim for personal injury, bodily injury, death, property damage, emotional injury or any other injury, loss or damage of any kind, including loss of person identifiable information, occurring during the term of the agreement and alleged to have been caused in whole or in part by Bidders, and even if caused by the negligence of Vernon Public Schools or any of their officers, elected officials, employees, agents, servants and volunteers. Bidders shall require of subcontractors, by appropriate written agreements, the same requirements in favor of VPS.

3.12 Waiver of Subrogation Requirement

Bidders will require all insurance policies in any way related to the work and secured and maintained by the Bidders to include clauses stating each carrier will waive all rights of recovery, under subrogation and otherwise, against VPS and the Town, and its respective officers, elected officials, employees, agents, servants and volunteers. Bidders shall require of subcontractors, by appropriate written agreements, similar waivers each in favor of VPS.

3.13 Award

The project will be awarded based on a best value solution approach. Both quality of the solution and its cost will be evaluated.

3.14 Reserved Rights

VPS reserves the right to:

- Reject any or all of the proposals.
- Issue subsequent RFPs.
- Cancel the entire RFP.
- Remedy technical errors in the RFP process.
- Appoint evaluation committees to review proposals.
- Seek the assistance of outside technical experts in proposal evaluation.
- Require modifications to initial proposals.
- Excuse technical defects in a proposal when, in its sole discretion, such excuse is beneficial to VPS.
- Investigate the qualifications of any Bidder under consideration.
- Require confirmation of information furnished by Bidders.

- Require additional evidence of qualifications to perform the services described in this RFP.
- Approve or disapprove the use of particular subcontractors.
- Negotiate with any, all, or none of the Bidders.
- Solicit best and final offers from all or some of the Bidders.
- Award a contract to one or more Bidders.
- Accept other than the lowest priced bid.
- Waive informalities and irregularities in proposals.

Failure to include in the proposal all information outlined herein may be cause for rejection of the proposal. Information and/or factors gathered during interviews, negotiations and any reference checks, and any other information or factors deemed relevant by VPS, shall be utilized in the final award.

3.15 Independent Contractor

The Bidder that is awarded a contract as a result of this RFP shall be an independent contractor to VPS. Neither the contractor nor its employees shall be held or deemed in any way to be the agent or employee of VPS and the Town.

3.16 Default and Termination of Contract Award

If, at any time during the term of the contract award, the contractor, in the sole discretion of VPS: (a) has failed to provide the level of services required under the contract; (b) has failed to fulfill services required in accordance with agreed schedules; (c) has become insolvent; (d) makes an assignment for the benefit of creditors; (e) files a voluntary petition in bankruptcy; (f) is subject to an involuntary petition in bankruptcy not discharged within thirty (30) days; (g) abandons the work; (h) subcontracts, assigns, transfers, conveys or otherwise disposes of its obligations under the contract other than as provided herein; or (i) fails to comply with any other term or condition contained in the contract award, VPS shall have the right to terminate the contract upon written notice to the contractor. The above remedies are in addition to any other remedies VPS may have. In the event of contract termination by VPS, VPS's payment obligation shall cease.

3.17 Payments

Invoices must be presented after each of the tasks listed below is completed by the contractor. Invoices will be approved for payment upon the acceptance by the Board of the applicable data/report:

- (1) Data gathering phase complete – requires submission of raw data obtained (electronic and hard copy forms) and a summary of that data (30% payment);
- (2) 90% completion – deadline of **Wednesday, May 6th, 2015** – requires submission of a draft preliminary report (50% payment);
- (3) Completed report and presentation – final report deadline of **Wednesday, June 3rd, 2015** – requires electronic and hard copy forms of the report.

Twenty percent (20%) of the approved contracted price will be withheld pending acceptance of the final report and presentation.

VPS may withhold payments if it determines that the data/reports received are incomplete or inaccurate. The contractor will have 15 days to correct discrepancies.

4. Components and General Requirements

4.1 Components of the Feasibility Study

- a) Executive summary of process and findings
- b) Background information
- c) Statement of the problem or statement of the task
- d) Summary of interviews
- e) Summary of research and methods
- f) Recommendations
- g) Presentation of the study by the independent contractor

4.2 General Requirements

All proposals must describe the technical approach by which data will be obtained, compiled and analyzed.

The Feasibility Study must include information regarding the following:

- a) Updated student enrollment projections for the next ten (10) years. Consideration must be given to the impact of other available educational opportunities for Vernon students such as magnet schools, charter schools and technical schools. Additionally, the impact of potential legislative changes on the state's open choice program and the possibility of preschool expansion must be considered.
- b) Are we operating as effectively and efficiently as we could be (e.g. staffing and student transportation)?
- c) Educational and occupational outcomes related to reconfiguration and/or redistricting.
- d) Estimated costs and cost savings associated with each recommendation.
- e) The economic impact on the Town of Vernon if a school closes. Consider the potential impact on the population of the town, impact on property values and businesses as well as any effects on bonding capacity.
- f) The ramifications to academic and educational programs and to the taxpayers for each recommended solution.