TOWN OF HAMDEN

CONNECTICUT

LEGAL NOTICE

TOWN OF HAMDEN
REQUEST FOR QUALIFICATIONS
FOR: RFQ #17-03
Construction Management Services for the Pre-Construction and Construction Project of New West Woods Elementary School

The Town of Hamden is seeking to engage a Construction Manager to provide program evaluation and pre-construction services (in coordination with the Architect), cost estimating, trade contract bidding/negotiation, and construction phase services for the renovate as new West Woods Elementary School ("Project"). Hard copies of the complete Request for Qualifications package will be available November 15, 2016 at the Town of Hamden Purchasing Department, 2750 Dixwell Avenue, Hamden, CT 06518, Telephone 203-287-7110. A PDF version may be obtained by E-mailing purchasing@hamden.com or the State of Connecticut DAS Contracting Portal. The Town will engage a Construction Manager to serve as Constructor and the Construction Manager will be 'At Risk'

Respondents are required to submit eighteen (18) Sealed proposals (one original and eighteen copies) double-sided copies and one electronic copy of a sealed Statement of Qualifications will be received at the Finance Office to be held in the Purchasing lock box until **11:00 AM** on **December 13, 2016** at which time they will be publicly opened. The RFQ shall be marked RFQ# #17-03 School Construction Management Services for Pre-construction and Construction Extension/Alterations Renovation, Roof Replacement Project at the West Woods Elementary School. Statements of Qualifications received after the aforementioned date and time will be rejected.

The Town of Hamden reserves the right to reject any or all Statements of Qualifications, or waive defects in same, if it deems such to be in the best interest of the Town of Hamden.

All questions regarding the RFQ must be in writing and e-mailed to purchasing@hamden.com.

The Town of Hamden reserves the right to accept or reject any or all options, or proposals; to waive any technicality in a RFQ or part thereof submitted, and to accept the RFQ deemed to be in the best interest of the Town of Hamden.

Philip W. Goodwin
Purchasing Agent

TOWN OF HAMDEN
REQUEST FOR QUALIFICATIONS
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I. LEGAL NOTICE

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II. WEST WOODS ELEMENTARY SCHOOL PROJECT DESCRIPTION

The existing West Woods School is currently oversized by 133%, based on the highest 8-year projected enrollment, a stable and modestly declining student population from the surrounding neighborhood, and the current DAS/OSCG space standards. This project is to build a new West Woods Elementary School. The original school was built on a 39.29 acre site in 1973, and serves Kindergarten through Sixth Grade students in an approximately 82,000 square foot building. The school was improved 24 years ago with a roof replacement, window replacement, and rooftop mechanical units which have all reached or are nearing the end of their useful lives.

The school has been the focus of ongoing water infiltration problems from above and below. The tiered or stepped design of the flat roof with moving building "joints" along the step line; as well as from the slab below, where the adjacent ground water continually migrates into the building interior. De- humidification units run 24/7 in this school, and roof repairs are constant and ongoing.

The Town intends to build a new" the West Woods Elementary School. The new school will be designed to meet the educational needs of the District with walled or enclosed classrooms and the proportionate support spaces for the arts, music, gym/physical education, cafeteria and kitchen. The new school will also include the goal of the District to add two Pre-K classrooms as well as to return intensive individual education spaces and full ADA accessibility to all of the neighborhood elementary schools in the district. A new school will be more cost-effective than investing in the large oversized, out-of-date and gradually failing construction at the present school. This can be accomplished on the same school site, separating new construction from the existing school and resulting in a better long term educational solution for Hamden and the State.

The West Woods Elementary School Feasibility Report prepared by Silver/Petrucelli and Associates, dated September 3, 2014, contains an Existing Building Evaluation Report and is available for review at http://www.hamden.org/page.cfm?p=3176 the Hamden Board of Education website. The new West Woods School is being designed based on the Educational Specification Silver/Petrucelli and Associates, provided to the Board of Education ("BOE").

The BOE has approved Education Specification prepared by Silver/Petrucelli and Associates, and the entire construction team with the design of the Project. You may request a copy of the Education Specification by contacting the Director of Facilities Mark Albanese, at malbanese@hamden.org. Notwithstanding the foregoing, the BOE reserves the right to revise the Educational Specifications as more fully described in Section III.

Schematic Design prepared by the Architect and the EDO49 Grant Application was filed for the Project in September 2016. The Town has opted to design and construct the Project in compliance with Public Act 13-3 (i.e., the Project shall comply with the School safety and security standards developed by the School Safety Infrastructure Council ("SSIC").

Upon the evaluation of the qualifications of Respondents, the Town of Hamden School Building Committee ("SBC") will request fee proposals from a short list of Respondents for construction management services related to the Project in accordance with the provisions of this Request for Qualifications ("RFQ").

III. SCOPE

The scope of work for the Project shall be as described in the Contract Documents, and this RFQ, and shall be further defined at the time of solicitation for fee schedules. The Town of Hamden has retained the services of the Architect and its team of consultants to provide program evaluation and full-service architectural, interior design and engineering services in relation to the Project. Respondents shall work with the Architect in all aspects of the design and construction of the Project, including, but not limited to, scheduling, budgeting, value engineering, and the evaluation and award of trade contracts and be able to demonstrate its ability to do so. All work shall be done consistent with all applicable federal, state and local statutes, regulations and ordinances, the CM-Owner Agreement, and Connecticut State Department of Education Office of School Facilities ("DOE-OSF") requirements. In general, the work expected by the Town of Hamden shall be divided into three (3) phases and shall generally include, but shall not be limited to, the following:

A. Design and Pre-Construction Services:

- Coordinate existing condition survey of subject structures
- Prepare constructability analysis of design documents
- Develop project master milestone schedule
- Analyze and reconcile existing construction budget
- Update and analyze estimates to reflect ongoing design development
- Identify potential value enhancement solutions for team consideration
- Assist with analysis and study of building sustainability strategies
- Review design specifications for consistency with design intent and budget
- Coordinate and assist with permitting as required
- Develop site specific safety and logistics and phasing plans
- Support and assist with DOE-OSF review process

B. Procurement Services:

- Develop overall bid package strategy and maximize bidder interest in coordination with Architect
- Develop and prepare bid package documents for issuance

- Prepare Minority Business Enterprise ("MBE")/Woman Business Enterprise ("WBE") and local work force development plans per state law
- Advertise project/bid packages, provide access to documents, and distribute bid packages
- Conduct pre-bid conferences
- Receive and analyze bids, present formal recommendation for contract awards
- Finalize and award contracts subject to approval by the Town of Hamden
- Enter trade contract with the selected contractor for each bid package

C. Construction Services:

- Conduct pre-mobilization meetings with trade contractors

- Review/approve trade contractor site specific safety planning and loss control plans
- Develop and maintain final Critical Path Method ("CPM") schedule and report monthly to
  SBC
- Implement auditable Project cost reporting and control systems
- Conduct weekly Project team meeting and document minutes
- Record all daily job site activities
- Conduct reviews and maintain tracking for approval of submittals and shop drawings
- Manage and coordinate daily activities of trade contractors
- Monitor and track MBE/WBE and workforce and overall labor participation, including Set Aside Documentation
- Assist with the tracking and documentation of LEED or applicable sustainability program
- Provide cost control processes including: subcontractor payment reviews, change order verification and project cost projections
- Process and submit Change Orders to the DOE-OSF for review and approval and respond to subsequent requests for additional documentation or explanation as necessary.
- Maintain formal quality control and quality assurance program
- Mitigate and resolve potential claims
- Update and communicate site specific logistics and safety plans
- Conduct on-going onsite formal safety training
- Administer to trade contracts including amendments and updated insurance and bonding requirements
- Provide regular reports to the SBC
- Coordinate and assemble electronic library of all owner post Project completion activities and documents including but not limited to… building systems, guarantees, manuals and commissioning results, Building Information Modeling ("BIM") as-built documentation, warranties and special reports

Workshop Model – CM input requirements:

Preconstruction

- Team alignment and partnering
- Estimating and reconciliation
- Scheduling CPM development
- Building systems evaluations
- Sustainable design strategy and analysis
- Design document reviews
- Procurement planning and development
- Safety and Logistics planning
- DOE-OSF Unit interface support
- Guaranteed Maximum Price ("GMP") development
- Participation in security planning/compliance

Construction

- Pre mobilization safety planning
- Project communications
- Quality control/Quality assurance
- Cost control and reporting
- Schedule management and reporting
- M/E/P coordination
- LEED documentation
- Pre-commissioning verification
- Commissioning support
- Building Turnover and support
- Demolition

Other

- BIM modeling of M/E/P systems
- Occupied campus planning and communications
- Community involvement and communications
- Local economic development –MBE/WBE and workforce development
- Project Labor Agreement implementation and compliance (Please note: the Town has not yet determined whether it is in the public's interest to require a Project Labor Agreement on the Project. This determination will be made in the next few months).

Other General Requirements

In general, the work that the Town of Hamden expects the CM to perform shall include, but not be limited to, the following:

- Consultation with all applicable officials, agents, boards, commissions, committees and employees of the Town of Hamden – as required and directed by the SBC – to confirm the scope and related construction requirements of the Project;
- Work with the Architect to maximize the Town's reimbursement from the DOE-OSF and any other available funding sources;
- Work with the Architect and the Town of Hamden to develop sustainable, energy efficient value-added concepts and value engineering prior to the completion of construction documents to determine feasible option(s);
- Ensure design is compatible with any existing facility and site construction constraints and functions; and
- Utilize A/E construction drawings using Building Information Modeling (BIM) software. The resulting files will become the property of the Town of Hamden upon completion of the design phase, for use only on the Project.

IV. SUBMISSION OF QUALIFICATION STATEMENTS

General Requirements: Qualification response packages shall provide a straightforward, concise description of the CM's ability to meet the requirements of this RFQ. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of the Project. Submittals shall include a "Table of Contents", clearly tabbed for each part of the requirements listed below, and limited to the number of pages indicated per section. A letter of interest providing a brief background of the CM, the CM's interest in the Project, and how it satisfies the Qualification Criteria listed in Section V1 shall be provided. A cover letter should introduce the submission. Respondents shall submit four (4) hard copies and 1 electronic copy (1 compiled Adobe PDF file) of their submittals. Respondents' submissions shall include tabbed sections as follows:

1. **Company Information** (2 pages) - The CM shall provide a brief summary of its company, including the following information:
   - Name of company and parent company, if any;
   - Any prior name(s) by which the CM was known and the years during which such name(s) was used ;
   - Name(s) of any subsidiary or other company owned or controlled by the CM;
   - Names, titles, reporting relationships, and background and experience of the principal members of the company, including officers. Indicate which individuals are authorized to bind the company in negotiations with the Town of Hamden;
   - Identify company's primary areas of service;
   - Address of principal office and office from which the Project will be managed;

- Name, address, telephone number and email address of the principal contact person to receive notifications and to reply to inquiries from the Purchasing Agent and/or the SBC;
- Legal form of ownership. If a corporation, where incorporated; and
- Years engaged in above services under its present name.

2. **Relevant Experience and References** (10 pages) - Provide descriptions of three (3) similar projects for which the CM has provided similar services along with references and contact name(s) and information. The description of each project should include pertinent information such as the project type, size, and scope of work performed and any pertinent features, as well as Owner and/or A/E contact information for each such project. Also include information regarding the CM's qualifications with respect to the Review Criteria listed in Section VI of this RFQ. The Respondent must be able to demonstrate its ability to properly manage the construction of a project of the size and complexity specified herein in accordance with the DOE-BSF requirements and the Educational Specifications. Finally, present the experience of Key Personnel (see Requirement #4) to the CM's relevant experience using a matrix format. Include the above three projects in the Matrix. (See sample matrix format below that has project numbers across the top and the key personnel and their titles down the left column).

		1.	2.	3.	4.	5.	6.	7.	8.	9.	10.
Jane A. Smith	Chief Architect	X		X							
Joseph B. Williams	Chief Mech. Engineer	X	X	X	X						
Tara C. Donovan	Chief Elec. Engineer	X	X		X						

3. **Team Format** (8 pages) – Provide details on any services that will not be provided in-house. If consultants are to be proposed for use in response to this RFQ, please provide names of any and all consultants; named consultants may not be changed without prior notice and approval of the substitution by the HAMDEN SCHOOL BUILDING COMMITTEE. Provide details on any prior work with the named consultant(s), and include them in the Matrix in requirement #2.

4. **Experience of Key Personnel** - Provide a list of the key personnel (1 page per person) to be assigned to the Project (including consultants, if applicable), a brief description of the work they will perform, and list them in the Matrix, The location of the office to be used by key personnel listed shall be indicated. Resumes of the key personnel (including consultants) who will be directly involved in the Project shall be included. Said resumes shall state at a minimum:
   - Current job title, responsibilities, and type of work performed, and time at current firm
   - Educational background, academic degrees, professional associations

- Experience on projects similar to that described in this RFQ, including the specific role (e.g., Project Manager, Superintendent, Project Engineer, Assistant Project Manager, Project Executive, etc.) played by said individual on each project listed.

5. **Technical Competence** (8 pages) – Provide information on prior projects that demonstrate the Respondent's ability to adhere to Project schedule and budget, and provide information that is representative of the change orders that have been attributed to the Respondent on past projects. Provide data from the three reference projects, #4 employees, CO's (by source/responsibility) original timeline and milestones, and actual milestones and dates. Please also identify any experience the Respondent and/or key personnel has in complying with the SSIC standards or other security standards/requirements.

6. **Quality Management** (2 pages) - Provide a synopsis of the CM's quality management plan with regard to approach, safety, procedures, scheduling, cost and coordination of trade contractors.

7. **Sustainable Design** (2 pages) - CM's overall knowledge of sustainable design and alternative energy sources.

8. **Knowledge of Projects in Town** (2 pages) - Provide any information on the completion of prior Town of Hamden projects, if any, as well as key personnel's experience in North Haven.

9. **Project Approach and Methodology** (2 pages) - Provide a description of the proposed technical approach to the Project, including the identification of any unusual circumstances or anticipated problems and proposed solutions. The information will be used by the HAMDEN SCHOOL BUILDING COMMITTEE to assess the CM's understanding of the Project and its methodology. The Request for Proposal will provide an opportunity to expand on this subject.

10. **Default and Litigation** (1 page) - Have you ever failed to complete any work awarded to you? Have you ever been declared to be in default on a contract? Have you ever been terminated (for cause or for convenience)? If so, when, by whom, where and why? Describe any pending litigation, arbitration or other binding dispute resolution proceedings in which your firm may be involved, including the nature and amount of any claims against you, the status of the proceeding and if concluded, the outcome.

11. **Workload Statement** (1 page) – Provide details on your current and future workload and ability to provide this Project the attention it requires between now and scheduled completion date.

12. **DAS Prequalification Status**: Provide BOTH the Department of Administrative Services Prequalification Certificate AND Update (Bid) Statement with the Statement of Qualifications.

13. **Current Workload Disclosure:** Identify projects for which you are currently under contract, the percentage of completion and the expected completion date.

14. **Additional Information** (4 pages) - Please provide any other information that you believe would be important and pertinent to the HAMDEN SCHOOL BUILDING COMMITTEE.

V. METHOD OF SELECTION/CRITERIA FOR AWARD

A. The Respondents will be evaluated on their respective qualifications by the SBC using the following criteria:

1. Compliance with submission requirements
2. The Respondent must be properly insured.
3. The Respondent must have successfully completed a minimum of two school projects in the State of Connecticut in the past ten (10) years with a construction budget of at least $40 million (present value).
4. The Respondent must have constructed a comparably sized school facility (at least 85,000 SF of usable area) for at least one other municipality in Connecticut within the past ten (10) years.
5. Recent experience (within 3 years) and knowledge of working with the DOE-OSF and review of public school projects for state reimbursement.
6. The Respondent must demonstrate prior experience with Connecticut school construction projects that involved renovating or constructing a structure on an occupied school site.
7. The Respondent must demonstrate prior experience and compliance with Connecticut's High Performance Building Standards on a project greater than $10 million in the last three years that was subject to DOE-OSF Requirements *OR* must have completed at least one LEED Silver Certified (or equivalent) project within the last three years.
8. Experience providing oversight during the pre-construction phases and coordinating with multiple agencies, architects, engineers, commissioning agents and contractors.
9. Past successful record of performance on local school construction contracts with respect to such factors as schedule, cost control, work quality and cooperation with the client.
10. The Respondent must demonstrate experience with sustainable energy initiatives including but not limited to geothermal, co-generation, tri-generation, photovoltaic, and solar-thermal.

B. In accordance with the Connecticut General Statutes, the SBC will develop a short list of not more than four (4) CM firms that will receive a Request for Proposal

("RFP"). All selected CM firms will then be notified in writing, provided with an RFP document and scheduled for an interview at which time the selected CM firms will be required to present an oral presentation not to exceed thirty (30) minutes. PowerPoint presentations are permitted. The presentation will be followed by a question and answer session not to exceed thirty (30) minutes. The CM firms selected to receive the RFP will be requested to provide a detailed fee proposal including detailed work plans, schedules, billing information, and proposed team members (and their rates) in accordance with the timeline stated earlier in this RFQ. The fee proposal will be delivered in a separate sealed envelope, to the Town of Hamden Finance Department at a time specified earlier in this RFQ at the same time as the RFP.

C. In the RFP response and interview, a Project work plan shall state the tasks to be completed, as well as a description of how the Project is anticipated to be scheduled. The plan should include a timeline for completion of each stage/step of the process and an indication of the delivery dates for each deliverable. The HAMDEN SCHOOL BUILDING COMMITTEE will ultimately determine the actual timing and sequence of events resulting from this RFQ. Assumptions with respect to the support that will be expected from the Town of Hamden shall be clearly identified. This schedule may be adjusted or altered in accordance with the best interest of the Town of Hamden.

D. The Respondent selected by the SBC shall, upon notification of the award, shall promptly finalize the construction management agreement in conformance with the Town of Hamden's requirements, subject to review by the Town's Attorney, Jeffrey M. Donofrio, Esq.

The RFP will include a proposed form of agreement that shall form the basis of the contract between the selected Respondent and the Town of Hamden for the Project. The form of agreement shall be based upon documents produced by the American Institute of Architects with project-specific revisions and modifications.

E. The award of the contract for the construction management services shall be made, if at all, to the Respondent whose evaluation by the SBC results in an award that the Town of Hamden deems to be in its best interests. The Town of Hamden reserves the right to reject any or all of the RFQ responses, or parts thereof, and/or to waive any informality in any of the RFP responses resulting from this RFQ if such rejection or waiver is deemed in the best interest of the Town of Hamden. Neither the SBC or the Town of Hamden, nor any of their respective officers, directors, employees or authorized agents shall be liable for any claims or damages resulting from the evaluation, selection, non-selection or rejection of any proposal submitted in response to this RFQ.

VI. ADDITIONAL INFORMATION

The Project will be carried out by the Town of Hamden under the overall direction of the SBC. At the direction of the Mayor in consultation with the SBC, other Town of Hamden and BOE staff and may also be assigned to assist with the Project.

VII. GENERAL TERMS AND CONDITIONS

All Respondents must be willing to adhere to the terms and conditions of this RFQ, including the following, and must positively state their acceptance and compliance with them in their response to this RFQ.

1. Acceptance or Rejection by the Town of Hamden – The Town of Hamden reserves the right, in its sole discretion, to accept and/or reject any or all qualification statements submitted for consideration if it deems such acceptance or rejection to serve the best interests of the Town of Hamden. Respondents whose qualification statements are not accepted will be notified in writing.

2. Ownership of Documents – All qualification statements submitted in response to this RFQ are to be the sole property of the Town of Hamden and are subject to the provisions of Section 1-200 of the Connecticut General Statutes (Freedom of Information Act).

3. Ownership of Subsequent Products – Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFQ is to be the sole property of the Town of Hamden unless stated otherwise in the RFQ or contract.

4. Timing and Sequence – Timing and sequence of events resulting from this RFQ will ultimately be determined by the Town of Hamden and the SBC.

5. Oral Agreements – The Town of Hamden shall not, under any circumstances, be responsible for any alleged oral agreement or arrangement made by a Respondent with any agency, agent or employee.

6. Amending or Canceling Requests – The Town of Hamden reserves the right to amend or cancel this RFQ prior to the due date and time, if it is deemed by the Town, in its sole discretion, to be in the best interest of the Town of Hamden to do so.

7. Rejection for Default or Misrepresentation – The Town of Hamden reserves the right to reject the proposal of any Respondent that is in default of any prior contract with the Town or for misrepresentation in the Statement of Qualifications.

8. Town's Clerical Errors in Awards – The Town of Hamden reserves the right to correct inaccurate awards resulting from its clerical error.

9. Rejection of Qualification Statements - Qualification statements are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFQ.

10. Changes to Qualification Statements - No additions or changes to the original qualification statement will be allowed after submittal.

11. Contract Requirements – A formal agreement will be entered into with the selected Respondent, as previously described. The contents of the proposal submitted by the successful Respondent and the RFQ will become part of any contract award. The contract shall comply with Title 10 of the Connecticut General Statutes and all requirements thereof, as well as requirements of the State of Connecticut's Office of School Facilities, shall be incorporated therein and made part thereof.

12. Rights reserved to the Town of Hamden – The Town of Hamden reserves the right to award in part, to reject any and all qualification statements in whole or in part, to waive technical defects, irregularities and omissions if, in its judgment, the best interests of the Town of Hamden will be served.

13. Withdrawal of Qualification Statements – Negligence on the part of the Respondent in preparing the qualification statement confers no right of withdrawal after the time fixed for the acceptance of the qualification statement.

14. Assigning, Transferring of Agreement – The successful Respondent is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, its rights, title or interest therein or its power to execute such agreement by any other person, company, or corporation without the prior consent and approval in writing by the Town of Hamden.

15. Cost of Preparing Qualification/Proposal Statements – The Town of Hamden shall not be responsible for any expenses incurred by the organization in preparing and submitting a qualification statement. All qualification statements shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

VIII. DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE CM FIRM:

The CM that enters the subject agreement with the Town of Hamden shall be responsible to the Town of Hamden for the services to be provided

hereunder. The CM shall act on behalf of the Town of Hamden but only to the extent provided in the contract documents to which the Town of Hamden is a party. The CM shall confer with the SBC at such intervals and on occasions as appropriate to the various stages of the Project. The duties and responsibilities of the CM shall be as outlined in Section II above and as detailed in the subject agreements and shall generally include, but shall not be limited to, the following:

- Attend meetings as directed by the SBC including regular and special meetings of the SBC and meetings of the Town council, and BOE. Other than meetings of the SBC, report to the SBC on the proceedings of the attended meetings.

- Schedule and observe any tests required by the Project. Record and report to the SBC on test procedures, test results and verify testing invoices to be paid by the Town of Hamden.

- Coordinate with the Architect to provide periodic (weekly) Project observation and construction management reports. The RFQ response should include the qualifications of the person(s) anticipated to serve in this capacity.

- Present periodic and regular briefings on the progress of the Project to the SBC at such times as the SBC shall determine necessary.

- Assist the SBC and Town of Hamden staff through the completion of the Project by providing continuous technical assistance.

IX. INSURANCE REQUIREMENTS

A. GENERAL REQUIREMENTS

The Respondent shall be responsible for maintaining insurance coverage in force for the duration of the contract of the kinds and amounts listed below, with an insurance company with an AM Best Rating of A-,VIII or better licensed to write such insurance in the State of Connecticut and acceptable to the Town of Hamden.

The insurer shall provide the Town of Hamden with Certificates of Insurance, on a form acceptable to the Town, signed by an authorized representative of the insurance company prior to the commencement of performance of this contract describing the coverage and providing that the insurer shall give the Town of Hamden written notice of at least sixty (60) days in advance of any termination, expiration, or any and all changes in coverage.

Such insurance or renewals or replacements thereof shall remain in force during the Respondent's responsibility under this contract.

The Respondent, at the Respondent's own cost and expense, shall procure and maintain all insurances required and shall include the SBC and the Town of Hamden as Additional Insured's on all such insurance, except Workers' Compensation coverage. The Certificate of Insurance shall evidence all required insurances, including Additional Insured and Waivers of Subrogation. The Respondent shall also provide its policy endorsement indicating the SBC's and the Town of Haden's status as additional insured.

In order to facilitate this requirement for insurance, it is recommended that the Respondent forward a copy of these requirements to the Respondent's insurance representative(s).

B. SPECIFIC REQUIREMENTS

A. Minimum Scope and Limits of Insurance:

Workers' Compensation insurance: With respect to all operations CM performs, it shall carry workers' compensation insurance in accordance with the requirements of the laws of the State of Connecticut, and employer's liability limits of Five Hundred Thousand Dollars ($500,000.00), One Hundred Thousand Dollars ($100,000.00) coverage for each employee by disease, and One Hundred Thousand Dollars ($100,000.00) coverage for each accident,

Commercial General Liability: With respect to all operations CM performs, it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars ($1,000,000.00) coverage per occurrence for each site or project for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. Each annual general aggregate limit shall not be less than Three Million Dollars ($3,000,000.00). The limit may be provided through a combination of primary and umbrella/excess liability policies acceptable to The Town of Hamden. Blanket Contractual Liability for liability assumed under this Agreement and all other Contracts relative to the Project.

Automobile Liability: With respect to each owned, non-owned, or hired vehicles, CM shall carry Automobile Liability insurance providing One Million Dollars ($1,000,000.00), combined single limit. However, if CM is a hazardous waste hauler or is otherwise responsible for removal of hazardous materials in connection with the Project, then it shall maintain Automobile Liability coverage in the amount of Five Million Dollars ($5,000,000.00) combined single limit.

Environmental Liability: If required CM shall itself or through its Trade Contractor carry environmental and remediation insurance in the amount of Ten Million Dollars

($10,000,000.00) per claim limit and Ten Million Dollars ($10,000,000.00) aggregate limit. CM shall state in writing the "per claim" or aggregate deductible amount. Such insurance shall name the Town of Hamden, the Trade Contractor and CM as additional insureds on the policy(ies).

Contractor Construction Equipment Insurance – CM is required to provide insurance for all owned and/or rented equipment and any policies maintained by CM on its owned and/or rented equipment and materials shall contain a provision requiring the insurance carriers to waive their rights of subrogation against the Town of Hamden and all indemnities named in this Agreement.

Professional Liability Insurance: CM shall carry professional liability insurance (error and omission coverage) on a project specific basis in an amount not less than three million dollars ($3,000,000) per occurrence and three million ($3,000,000.00) aggregate. The policy shall not have a deductible greater than $50,000.00. Coverage shall be maintained in effect continuously for a period of at least six (6) years from the date of Final Payment by Owner to CM.

Excess Liability Coverage: With respect to the coverage provided by CM for this Project, excess liability insurance will be provided in an amount not less than Three Million Dollars ($3,000,000.00) per occurrence and annual aggregate basis.

Builder's Risk: Unless otherwise provided (i.e., builder's risk policy provided by Owner), CM shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form on a replacement cost basis. Such property insurance shall be maintained until "Final Payment" (as defined in the Owner's Agreement with the Construction Manager) is made by the Owner. This insurance shall include the CM and the Town of Hamden as named insureds and shall include the interests of all tier Trade Contractors in the Project. After Final Payment (as defined in the Owner's Agreement with the CM) is made by Owner, the Town of Hamden shall assume the risk of loss of the Project and shall release CM from insuring the Project under the builder's risk property insurance required in this Article. After Final Payment is made by Owner, the Town of Hamden shall provide either self-insurance or separate property insurance covering the full replacement value of the Project. Such insurance shall include CM as an additional insured for the Project on a primary basis until Final Payment. Property insurance shall be on an "all-risk" or equivalent policy form and shall include insurance against the perils of fire, theft, mechanical breakdown, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, and testing and startup. These coverages may include a sublimit of insurance. The builder's risk policy that CM is required to purchase and maintain shall cover loss or damage caused by flood up to a maximum amount of Two Million Dollars ($2,000,000) in accordance with the policy terms and conditions.

If the property insurance requires deductibles, the deductible will be paid by CM, Trade Contractor, or subcontractor or supplier or vendor responsible for such loss. If CM is solely determined responsible for such loss, the amounts allocated for Unforeseen Expenses may be used to cover the deductible amount. CM shall be solely responsible for any and all deductibles arising out of any loss due to flood, earthquake, windstorm, named storm, hail, volcanic eruption or terrorism.

Partial occupancy or use in accordance with the Contract Documents shall not commence until the Town of Hamden and CM have received notice from the insurance company or companies providing property insurance that it, or they, have consented to such partial occupancy or use by endorsement or otherwise. CM and the Town of Hamden shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

Loss of Use Insurance: The Town of Hamden, at its option, may purchase and maintain such insurance as will insure the Town of Hamden against loss of use of its property due to fire or other hazards, however caused.

If the Town of Hamden requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, CM shall, if possible, include such insurance and the cost thereof shall be added to this Agreement by change order.

Upon request, CM shall file with the Town of Hamden a copy of the builder's risk property insurance required by this Article.

Waivers of Subrogation: CM waives all rights against the Town of Hamden for damages caused by fire or other causes of loss to the extent covered by property insurance obtained by CM pursuant to its Agreement with the Town of Hamden or other property insurance applicable to the Work, except such rights as CM may have to proceeds of such insurance held by the Town as fiduciary. The CM policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. The waiver requirement includes, but is not limited to, insurance coverage provided by private sector insurers and self-insured contractors or corporations.

A loss insured under CM's property insurance shall be adjusted by CM as fiduciary and made payable to CM as fiduciary for the insureds.

Acceptability of Insurers: CM's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII or otherwise acceptable by the Town of Hamden.

Trade Contractors: CM shall require all trade contractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of excess liability coverage of Ten Million Dollars ($10,000,000.00). Furthermore, Errors and Omissions/Professional Liability insurance 'shall only be required of subcontractors if such insurance is applicable to the Work performed by the particular subcontractor.

Aggregate Limits: Any aggregate limits must be declared to and be approved by Town of Hamden. It is agreed that CM shall notify the Town of Hamden whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, CM agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by CM.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the Town of Hamden. All deductibles or self-insured retentions are the sole responsibility of CM to pay and/or to indemnify.

The parties agree that the amounts of insurance under this Agreement do not, in any way, limit CM's liability to the Town of Hamden by virtue of this promise to indemnify and hold the Town of Hamden harmless so that in the event of any settlement of a claim or a judgment in an amount in excess of the amount of insurance coverage carried by CM, CM shall be liable to the Town of Hamden for the difference, plus all fees and expenses incurred in collecting same, all at CM's sole cost.

C. OTHER DATA

The Town of Hamden reserves the right to amend amounts of coverage required and types of coverage provided based on work or service to be performed. Construction Manager shall furnish payment and performance bonds in the penal sum of the total amount of the Work (i.e., the GMP amount). Bonds shall be provided by sureties licensed to conduct surety business in the State of Connecticut and rated at least A- by A.M. Best.

All inquiries relative to the conditions and specifications listed herein as well as clarification of any information contained or referenced in this RFQ must be made to the Town Purchasing Department at purchasing@hamden.com on or before Tuesday, December 5, 2016. No phone calls will be accepted.

Provision of RFQ Packets, Submission of RFQs: proposed packets will be mailed upon request.

RFQ packets will not be faxed.

RFQ proposals must be mailed back or delivered to:

Hamden Government Center

Finance Department
2750 Dixwell Avenue
Hamden, CT 06518

Please include one original and <u>three</u> copies of your RFQ unless otherwise specified.

ALL ENVELOPES MUST BE MARKED PROPERLY WITH RFP #, RFQ DATE, AND RFQ TITLE ONLY.

TOWN OF HAMDEN

GENERAL **R**EQUEST **F**OR **QUALIFICATIONS** SPECIFICATIONS -- PART B

1. **Nondiscrimination under Title VI of the Civil Rights Act of 1964**. Contractor shall comply with the requirements of Title VI of the Civil Rights Acts of 1964 (PL 88-352), 42 U.S.C. Sec. 2000d et. Seq. and the Fair Housing Act (42 U.S.C. 3601-20) and Executive Order 11063 and the HUD regulations with respect thereto including the regulations under 24 CFR Part I. In the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under the Agreement, the CONTRACTOR shall cause or require a covenant running with the land to be inserted in the deed or lease or other instrument a restriction prohibiting discrimination with respect to race, color, creed, sex, or national origin, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon and providing that the CONTRACTOR and the United States are beneficiaries of and entitled to enforce such covenant. The CONTRACTOR in undertaking its obligation in carrying out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

2. **Fair Housing Opportunities Under Title VIII of the Civil Rights Act of 1968 and Fair Housing Act (42 U.S.C. 3601-20).** Contractor shall comply with the requirements of Title VIII of the Fair Housing Act as amended (PL 90-284). The CONTRACTOR shall provide for fair housing opportunities where possible. The CONTRACTOR is prohibited from discriminating in the sale or rental of housing, the financing of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex or national origin. Title VIII further requires programs and activities relating to housing and community development to be administered to affirmatively further fair housing.

3. **Prohibition Against Payments of Bonus or Commission.** The funds paid to Contractor shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this AGREEMENT, Title I of the Housing and Community Development Act of 1974, as amended, or HUD regulations with respect thereto; it being understood, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, are not hereby prohibited if otherwise eligible as program costs.

4. **"Section 3" Compliance in the Provision of Training Employment and Business Opportunities.** Every application, recipient, contracting party, contractor, and subcontractor shall incorporate, or cause to be incorporated, in all contracts, the following clause (referred to as a Section 3 clause):

   a) The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170lu. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project area and

contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

b) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.

c) The CONTRACTOR will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

d) The CONTRACTOR will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The CONTRACTOR will not subcontract with any subcontractor unless the subcontractor has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

5. **Prevailing Salaries.** The CONTRACTOR shall be solely responsible for the determination of staff classifications and employ staff in relation to its personnel practices and salary ranges, including fringe benefits, in accordance with the Agreement.

6. **Anti-Kickback Rules.** Salaries of architects, draftsmen, technical engineers, technicians, laborers and mechanics performing work under this Agreement shall be paid unconditionally, and not less often than once a week, without deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). The CONTRACTOR shall comply with all applicable regulations of said "Anti-Kickback Act" and shall insert appropriate provisions in all subcontracts relative to the work under this Agreement; and CONTRACTOR shall take steps to insure compliance by subcontractors with such regulations at all times. CONTRACTOR shall be responsible for the obtaining and submission of the affidavits of

subcontractors required thereunder, except that the Secretary of Labor may specifically provide for variations of, or exemptions from, the requirements thereof.

7. **Non-Discrimination in Employment.** During the performance of this Contract, the CONTRACTOR agrees as follows:

a) The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The CONTRACTOR shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruiting or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment notices to be provided, setting forth the provisions of this Non-Discrimination in Employment Clause.

b) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or in behalf of the CONTRACTOR; state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.

c) The CONTRACTOR shall comply with all provisions of Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 and Executive Order 12086, as supplemented in Department of Labor Regulations (41 (CFR, Part 60), and all of the rules, regulations and relevant orders of the President's Committee of Equal Employment Opportunity in effect as of the date of this Agreement; and the CONTRACTOR shall furnish all information and reports required herein, and shall on demand permit access to its books, records, and accounts, in its possession or control, by TOWN and the said Committee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

d) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representative of the CONTRACTOR'S commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e) In the event the CONTRACTOR'S noncompliance with the non-discrimination sections of the contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 4, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

f) The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraph (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 25, 1965, as amended by Executive Order 11375 and 12086, so that such provisions will be binding upon each

subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontractor or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

g) The CONTRACTOR further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 or September 24, 1965, as amended by Executive Orders 11375 and 12086, with a subcontractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon CONTRACTOR and subcontractors by the Department of the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

h) No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to the discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, shall also apply to any such program or activity. Remedies described in Section 109 of the Housing and Community Development Act of 1974, as amended, as the regulations issued pursuant thereto, (24 CFR Section 570.601) shall apply, if failure to comply with this paragraph has been determined.

8. **Employment of Certain Persons Prohibited**. No person under the age of sixteen years and no person who at the time is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

9. **Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970 and Federal Implementing Regulations**. Contractor and Owners shall to the greatest extent practicable under state law comply with Sections 301 and 302 of Title III, (Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and will comply with Sections 303 and 304 of Title III and HUD implementing instructions in 24 CFR Part 42 and 570.602 (b), comply with Title II (Uniform Relocation Assistance) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and HUD implementing regulations at 24 CFR Part 42 and 570.602 (a).

10. **Political Activity Hatch Act and Section 109 of HCD Act.** CONTRACTOR shall comply with the provisions of the Hatch Act and Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations pursuant thereto (24 CFR 570.601). Under no circumstances shall the CONTRACTOR and/or other recipients, subcontractors, and sub recipients use TOWN funds or persons employed in administering TOWN programs for the purposes of conducting any political activity.

11. **Executive Orders 11063, 12259, and Title VIII**. CONTRACTOR will comply with Executive Order 11063 as amended by Executive Order 12259 and the implementing regulations in 24 CFR Part 107 and Title VIII of the Civil Rights Act of 1968 (Pub. L.90-284) as amended.

12. **Historic Preservation**. CONTRACTOR will comply with the National Historic Preservation Act of 1966 (PL 89-665), Preservation of Historic and Archaeological Data Act of 1974 (PL 93-291), Procedures for Protection of Historic and Cultural Properties, Advisory Council on Historic Preservation (36 CFR 800), and the HUD regulations with respect thereto.

13. CONTRACTOR will comply with HUD Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794 et. seq.) provides:

    No otherwise qualified individual with handicaps . . . shall, solely by reason of his or her handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financing assistance.

14. **No Conflict of Interest:** Responder certifies, by submitting a Proposal, that no owner, employee or family member (defined for purposes of this Request for Proposal as a spouse, parent, sibling or child) of an owner or employee of Responder is a current or former employee of the Town or its Board of Education.

    Responder further certifies that no owner or employee of Responder has any interest, direct or indirect, which is incompatible with the proper discharge of the proposed duties in the public interest or that would tend to impair Responder's independent judgment or action in the performance of the proposed duties.

    Responder certifies that it does not have any past, present or currently planned interests which are an actual or potential organizational conflict of interest with respect to performing the work for Town under this invitation to RFP.
    Responder hereby covenants and agrees that no employee, elected official or appointed official of the Town or its Board of Education has any interest in this Agreement or will directly or indirectly benefit therefrom.

15. Compliance with Town Regulations

Responder shall cause all persons performing work pursuant to the contract between Responder and the Town to comply with all Town and Board of Education requirements, including instructions pertaining to conduct and to building access and related requirements issued by the Town and District, respectively. All personnel shall wear readily visible identification in a form that is satisfactory to the Town. The Town may promulgate and modify from time to time rules and regulations relating to conduct as the Town, in its sole discretion, may determine, and the contractor shall cause all persons performing work to comply with any such requirements.

16. Confidential Information

Responder shall cause all persons under Responder's control who are providing services or materials under or through Responder's contract with the Town to preserve and protect all information of the Town and Hamden School District to which they may have access during the performance of work as confidential. Responder expressly acknowledges that if the facilities that are the subject of the Project are school facilities or public buildings, the security and safety of the occupants, users and general public are of paramount importance and Responder shall observe and enforce appropriate security protocol to ensure the safety of users and occupants.

NON-COLLUSIVE/NON-CONFLICT AFFIDAVIT OF RESPONDENTS

FOR: RFQ #17-03

Construction Management Services for the Pre-Construction and Construction Project of New West Woods Elementary School

The undersigned respondent, having fully informed themselves regarding the accuracy of the statements made herein certifies that;

i. the statement of qualifications has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other respondent designed to limit independent responses or competition, and;

ii. if the undersigned is one of the firms selected to be interviewed and to submit a written proposal, the contents of such proposal will not be communicated by the respondent and its employees or agents to any person not an employee or agent of the respondent prior to submission to the Selection Committee;

iii. no Elected or Appointed Official, SBC member or other officer or employee or person whose salary is payable in whole or in part from the Town of Hamden OR Board of Education, nor any immediate family member thereof, is directly or indirectly interested in the Bid/Proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any profits thereof.

The undersigned further certifies that this statement is executed for the purpose of inducing the Town of Hamden to consider the statement of qualifications submitted herein.

State of Connecticut S.S.
County of _____

Subscribed and sworn before me this _____ day of _____, 20_____.

Legal Name of Respondent: _____

Business Name: _____
Business Address: _____
_____

_____
Signature and Title of Person

By: _____
Notary Public

My Commission Expires: _____
Date: _____

AFFIRMATIVE ACTION STATEMENT

REQUIREMENT: Any bidder or respondent to an RFQ seeking to do business with the Town of Hamden must upon request supply the Town with any information concerning the Affirmative Action/Equal Employment Practices of the respondent/bidder. Failure to supply such information, when requested, will result in the termination of any further transactions between the respondent/bidder and the Town of Hamden.

Note: All respondent/bidders with more than ten (10) employees shall be required to complete the Affirmative Action/Equal Opportunity Employment Requirements Statement on an annual basis, except as note below:

1. All respondents or bidders with less than ten (10) employees are exempt from this requirement;

2. All respondents/bidders that have completed this form within the last year;

   If either of the above applies, please indicate the:
   a. number of employees
   b. completed this form within one year
   [ ] Yes [ ] No

   Date completed: _____

FOR SEALED BIDS AND RFQS: All bidders submitting a sealed bid and all respondents to RFQs will be required to complete the Affirmative Action Statement. If the form has been completed in the past year, please include a photocopy of the initial form included with your bid. If significant changes have taken place in the past year, please update the changes on this form.

COMPANY ADDRESS: _____

_____

_____

BUSINESS: _____

_____

Type of Organization:

(Please check) [ ] Corporation [ ] Partnership [ ] Individual

If respondent/bidder filing this application is not the above named company, please provide the name, address, telephone and fax numbers of the reporting unit, branch agent, and representative.

EQUAL EMPLOYMENT OPPORTUNITY:

The respondent/bidder is instructed to complete the following:

1. Does the company have a written policy statement regarding equal employment opportunity?

   [ ] Yes [ ] No
   (If yes, attach a copy)

2. In recruiting employees are all sources of recruitment notified that all qualified applicants will receive equitable consideration?

   [ ] Yes [ ] No
   (If yes, provide brief description of what methods were employed):

   _____

   _____

   _____

3. Do all recruitment advertisements state that you are an Equal Opportunity Employer?

   [ ] Yes [ ] No

4. Please list by name and contact person, any local community agency or other group providing minority and female placement service, which you have contacted in the last twelve (12) months. If none, please state:

   _____

   _____

   _____

5. If additional means are employed to advertise or solicit minority and female applicants for employment opportunities within your company, please indicate:

   _____

   _____

   _____

AFFIRMATIVE ACTION:

6. Does your company maintain a written Affirmative Action Plan for the employment of females and minorities?

   [ ] Yes [ ] No
   (If yes, attach a copy)

7. Please indicate the name and address of the company official(s) responsible for carrying out the Equal Opportunity/Affirmative Action Program for your company:

   _____

   _____

   _____

8. If a written Affirmative Action for your company is not in place, please estimate the number of vacancies expected during the next twelve (12) months and indicate the numerical or percentage goals you have set for employment of minority people and females to make your labor force reflective of the labor market in which you operate.

   _____

   _____

The vendor is hereby notified that failure to complete the above form in a satisfactory manner will preclude such vendor from being actively considered to contract with the Town of Hamden. The vendor is further advised the Affirmative Action Statement included with the bid document will become part of the contract and that any breach of such statements will constitute a breach of contract subject to such remedies as provided by law.

I certify that there are no misrepresentations, omissions or falsifications in the foregoing statements and answers and that all entries above are true, complete and correct, to the best of my knowledge and belief.

_____	_____	_____
Date	Signature of Agent	Title

Subscribed and sworn before me at _____,

County of _____, Connecticut,

This _____ day of _____, 20___.

_____
Notary Public
My commission expires: _____Date_____

END OF TOWN OF HAMDEN

FOR: RFQ #17-03

For

Construction Management Services for the Pre-Construction and Construction Project of New West Woods Elementary School