



Boiler Plant Equipment Replacement Package 1 & 2
Project #300151
Storrs, CT

**REQUEST FOR QUALIFICATIONS
FOR
EQUIPMENT MANUFACTURERS**

From the Construction Manager at Risk

For the following Equipment Bid Packages:

00 Boilers

Submission Deadline: **February 10, 2020 at 2:00PM**

Submit Statement of Qualifications to:

**BOND UConn Field Office
ATTN: Luis Rodriguez
46 King Hill Road
Storrs, Connecticut 06269**

Date Issued: January 31, 2020

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Part One: Request for Qualifications to Equipment Manufacturers

Section I: General Information

A. Introduction

This Request for Qualifications ("RFQ") is the first phase of a two-phase procurement process as set forth in State of Connecticut law.

BOND is prequalifying firms interested in providing public Manufacturer services on this Public Construction Manager at Risk ("CM" or "CM at Risk") project, Project #300151 Boiler Plant Equipment Replacement Phase 1 & 2.

BOND will evaluate submitted Statements of Qualification ("SOQ") based upon the identified evaluation criteria and points set forth in Section VI below. Only those firms obtaining the required minimum points will be deemed prequalified. Only those respondents deemed prequalified will be invited to submit a bid in response to a Request for Bids ("RFB") which will be issued in the second phase of the procurement process.

The project delivery method for construction will be public CM at Risk with a Guaranteed Maximum Price ("GMP") under Connecticut law.

B. General Project Information

Awarding Authority:	BOND Brothers, Inc., as CMR for the project at the University of Connecticut
Project Number:	# 300151
Project Name:	Boiler Plant Equipment Replacement Phase 1 & 2
Project Location:	Storrs, Connecticut
Project Description:	Upgrades to the Campus Heating plant and Utility infrastructure
Optional Site Visit:	Contact Luis Rodriguez to schedule a site visit, lrodriguez@bondbrothers.com
Equipment SOQ Form 1 - Interest Form:	BOND requests that contractors submit Equipment SOQ Form 1 as soon as possible to indicate their intent to submit an SOQ Application
RFQ Informational Meeting	None
RFQ Questions Due by:	2/5/2020
RFQ Questions submitted via email addressed to:	Luis Rodriguez lrodriguez@bondbrothers.com
Response to Questions (if applicable):	2/7/2020
Submission Deadline (for submission of SOQs in response to this RFQ):	2/10/2020 at 2:00 PM
Submission Address:	BOND UConn Field Office ATTN: Luis Rodriguez 46 King Hill Road Storrs, Connecticut 06269 Phone: 617.851.1603
Estimated Total Overall Project Construction Cost:	\$5,500,000
Estimated Total Project Duration:	24 Months
CM at Risk Firm:	Bond Brothers, Inc.
Project Architect:	BVH
Project Engineers:	BVH Integrated Services
Owner's Project Manager:	Webb Groueten

Commented [AC1]: Indicate duration of the project

C. Manufacturers to be Prequalified

This RFQ seeks firms interested in providing Manufacturer services on the Boiler Plant Equipment Replacement Phase 1 & 2 in the bid packages identified with an "X" on *Table 1 – Boiler Plant*

Equipment Replacement Phase 1 & 2, Prequalification Requirements and Set-Aside Status. (Note Set-Asides are not listed in this Pre-Qualification Package)

Interested Manufacturers in the categories that require project-specific prequalification are invited to submit a Manufacturer Statement of Qualifications (SOQ) to BOND.

Table 1 on the following page lists the equipment bid packages for Project # 300151 Boiler Plant Equipment Replacement Phase 1 & at the University of Connecticut, Storrs Campus. Manufacturers in bid packages with estimated values greater than \$500,000 will be prequalified for the Supplemental Utility Plant on a package by package basis.

A Manufacturer seeking prequalification for this project **MUST** submit a commitment letter stating its ability to obtain bonding for 110% of the estimated contract value for the Purchase Contract from a surety company licensed to do business in Connecticut or appearing on the U.S. Treasury Department Circulate 570. Manufacturers on this CM at Risk project will then be required to provide payment and performance bonds for the full value of their subcontracts and Manufacturers must include the cost of these bonds in their bids.

"X" Requires Prequal	BP #	Bid Package Name	BP Est. Value	DAS Certification Category	SBE/MBE Set-Aside Status
X	23-0086	Boilers	\$5,500,000	Not applicable	excluded

Table 1 – Boiler Plant Equipment Replacement Phase 1 & 2 Boiler Package, Prequalification Requirements and Set-Aside Status

Section II: Detailed Project Description

Bond Brothers, Inc., has been selected as the Construction Manager at Risk for the Boiler Plant Equipment Replacement Phase 1 & 2 Project, (at the University of Connecticut, Storrs Campus. The project includes Demolition of Three Existing Boilers, piping configuration modifications, modifications to the existing boiler building, upgrades to the existing steam tunnel, installation of new steam lines, installation of portions of new 15Kv Duct bank, misc. control work and various electrical modifications. Work includes the following:

- Coordination of all trades with work performed by others on the concurrently constructed UConn Campus located adjacent to these projects work area.
- Sitework, utility upgrades, structural upgrades to the existing boiler house, demolition, Abatement, architectural demolition, architectural restoration. Excavation backfill and concrete work.
- Installation of systems to support the new boilers in the existing boiler plant and installation of a new boiler in the new Supplemental Utility Plant.
- Provisions are included in Project #300151 for **future** work to include installation of the new boiler in the Supplemental Utility Plant.

The Project will not be subject to a Project Labor Agreement (PLA) and subject to prevailing wage rates and benefits. Rates are subject to approval by UCONN per the Project Manual

- Factory Fabricated Packaged Steam Boilers – Operating Pressures in excess of 75 psi.

Drawings, specifications and other documents will not be available to respondents during the *RFQ Phase*.

Section III: General Instructions

In response to this *RFQ*, interested Manufacturers are requested to submit a *Equipment SOQ Form 1 – Expression of Interest Form* (attached hereto) as soon as possible.

The submission of a *Statement of Qualifications (SOQ) Application Package* on or before the deadline stated in Section I will include the following:

A. Contents of *Statement of Qualifications (SOQ) Application Package*

The required *SOQ Application Package* consists of the following*:

1. *Statement of Qualifications Application Form (Equipment SOQ Form 3)*
2. *Schedules A through Q of Equipment SOQ Form 3;*
3. all supporting documentation referenced and required therein; and
4. required number of copies of items 1-3 above.

**Equipment SOQ Form 2 - Response Checklist* is also included for the assistance of respondent Manufacturers.

B. Submission Deadline: See *Section I: General Information*

One (1) original and **one (1)** complete copies of the interested Manufacturer's *SOQ Application Package* must be received by BOND on or before the Submission Deadline as set forth in *Section I*, as determined by BOND's date/time stamp. All envelopes should be **mailed or delivered** to:

**BOND UConn Field Office
ATTN: Luis Rodriguez
46 King Hill Road
Storrs, Connecticut 06269
Phone: 617.851.1603**

SOQ Application Packages received later than the Submission Deadline specified in Section I will be rejected and returned to the respondent. Manufacturers are cautioned to allow sufficient time for mailed materials to be received. Faxed or e-mailed qualifications will not be accepted.

BOND shall not be responsible for mail not received, deliveries not made, or SOQ Application Packages not received by the date and time set forth in Section I. Be advised all Packages to be delivered by Federal Express, US Mail or Hand Carried to the address listed.

C. Required Exterior Label for SOQ Application Package Envelope

SOQs will not be read publicly and shall be submitted in a **sealed** envelope, one envelope for each Application. All envelopes **must be labeled on the outside** with the following information:

SOQ for Equipment Manufacturer Services

Boiler Plant Equipment Replacement Phase 1 & 2

Project No: # 300151

Equipment Package for Which Submission is Made:

Respondent's Name:

Respondent's Address:

Respondent's Telephone Number:

Respondent's Contact Person and Email Address:

Respondents must submit a separate SOQ Application Package for each package for which they wish to be qualified. Applications for multiple equipment packages within a single SOQ response envelope will not be accepted and will not be reviewed.

D. Questions and Responses

All questions regarding this RFQ should be submitted to Luis Rodriguez at Bond Brothers, Inc. by 2:00 PM local time on December 27, 2019. Questions should be submitted by email to Luis Rodriguez (lrodriguez@bondbrothers.com) with "SUP PREQUAL RFI" in the subject line. Do not submit questions by phone. All responses will be posted on the DAS website: https://biznet.ct.gov/SCP_Search/Default.aspx and Smart Bid : SmartBidNet.com by **January 31, 2020.**

E. Optional Site Visit (if applicable)

Site visits are not required for pre-qualification.

F. Review/Availability of Contract Documents

Drawings, specifications and other documents will not be available to respondent Manufacturers during the *RFQ Phase*.

G. Additional Instructions

See *Section VII: Additional Information* for additional instructions regarding the prequalification process.

Section IV: Overview of Prequalification Process

This *Request for Qualifications (RFQ)* is issued pursuant to Connecticut Law. Firms interested in providing Manufacturer Services for the construction of the Project described in *Section I and Section II* ("the Project") **MUST** submit a *Statement of Qualifications (SOQ)* in response to this *RFQ* to BOND as instructed in *Section III* and *Section VIII*, herein.

The Manufacturer Selection Process for this CM at Risk Project is a two-phase process as set forth in Connecticut Law. BOND is prequalifying firms interested in providing Manufacturer services for the Project through this *RFQ* prequalification process.

***** **IMPORTANT NOTICES** *****

Participation in the Request for Bids *RFI/Bidding Phase* of this Project will be limited to **ONLY** those firms who have submitted a *SOQ* (and required supporting documentation) in response to this *RFQ* and that have been deemed prequalified by BOND.

Manufacturers that fail to respond to this *RFQ* and fail to submit an *SOQ* with the required supporting documentation by the Submission Deadline set forth in *Section I*, and Manufacturers that have not been deemed prequalified by BOND shall be automatically disqualified from bidding on this Project.

***** **IMPORTANT NOTICES** *****

Section V: Administration/Schedule for Prequalification Process

A. **“Two-Phase” Selection Process** - Selection of Manufacturers for the Project will be conducted in a two-phase process as set forth in Connecticut Law. Manufacturers must first be prequalified in the *Phase One – RFQ/Prequalification Phase* in order to bid on the Project in *Phase Two – RFB/Bidding Phase* for any equipment bid package identified as requiring prequalification in Table 1, Section I.

1. **Phase One – RFQ/Prequalification Phase**

- **Submission of Statement of Qualifications (SOQ)** - Interested Manufacturers must submit a completed SOQ; completed *Schedules A through Q*, and all required supporting documentation referenced therein in response to this RFQ by the *Submission Deadline* set forth in *Section I*.
- **Prequalification Committee** –BOND will establish a *Prequalification Committee* to review and evaluate the SOQs (and supporting documentation) submitted by interested Manufacturers. The *Prequalification Committee* shall consist of knowledgeable representatives from BOND Brothers, Inc.
- **Evaluation by Prequalification Committee** - The *Prequalification Committee* shall meet as necessary to evaluate and review the SOQs (and supporting documentation) submitted by each respondent Manufacturing firm in accordance with the evaluation criteria set forth in *Section VI*.
- **Notice to Respondent Manufacturers** – The names of the Manufacturers responding to the RFQ will be posted on DAS and SmartBidNet but there will be no public opening of the SOQs submitted in response to the RFQ. Upon completion of the evaluation and review process described herein, the *Prequalification Committee* will provide notice via email to all respondent Manufacturers as to whether they are deemed prequalified or not. Prequalified Manufacturers shall also be invited to participate in *Phase Two*, the *RFB/Bidding Phase* of the Manufacturer Selection Process.

2. **Phase Two – Request for Bid (RFB)/Bidding Phase**

- Manufacturers determined in *Phase One* by the *Prequalification Committee* to be prequalified will be invited to bid on the Project. **Only firms deemed prequalified during Phase One – RFQ/Prequalification Phase for the identified packages will be permitted to participate in the Phase Two - RFB/Bidding Phase. Firms that are not prequalified by the Prequalification Committee and firms that do not participate in the RFQ Phase will be precluded from participating in Phase Two - the RFB Bidding/Phase for the packages requiring prequalification as noted in Table 1, Section 1 of this RFQ.**

B. Anticipated Schedule for Prequalification/Bidding

Deadline for Submission of RFIs for this Request for Qualifications	February 5, 2020
Anticipated Responses to RFIs via Addendum, if required	February 7, 2020
Deadline for Submission of Statements of Qualifications	February 10, 2020
Anticipated Completion of Prequalification Evaluations:	February 12, 2020
Anticipated RFB available to Prequalified Bidders	February 19, 2020
Anticipated Bid Due Date	March 10, 2020
Construction Start Date	March 2020
Construction Duration	24 Months

Section VI: Evaluation Procedure/Criteria for Prequalification Selection

A. Sources of Information Considered

Respondent Manufacturers must submit documentation for the four (4) statutory evaluation criteria categories listed herein. Prequalification will be based on the submitted information and materials as well as information on prior project performance, information obtained from references, information obtained from governmental agencies and entities, information contained within CT-DAS's certification files if applicable, and such other information as may be obtained relating to the evaluation criteria categories. The *Prequalification Committee* may also request and review additional information as necessary to clarify or supplement the information provided to or obtained by BOND.

Do not include superfluous material. Respondent Manufacturer must include the *Manufacturer Statement of Qualifications Form, Equipment SOQ Form 3 and Schedules A through Q* attached hereto. Respondent Manufacturer must give complete and accurate answers to all questions and provide all of the information requested. Making a materially false statement in this SOQ submission is grounds for rejection and debarment.

B. Evaluation Procedure

As set forth herein and in accordance with Connecticut Law, BOND has established a *Prequalification Committee* for the purpose of reviewing and evaluating responses to this RFQ. The *Prequalification Committee* shall evaluate interested Manufacturers based on the evaluation criteria set forth herein and assign points for each evaluation criterion category and subcategory provided herein. The *Prequalification Committee* shall prepare a written evaluation score form for each respondent Manufacturer that provides a composite point rating and a specific point rating for each of the evaluation criterion set forth in Connecticut Law and herein. The *Prequalification Committee* shall only prequalify those Manufacturers that have achieved the minimum points required in each category set forth herein and a minimum total score of seventy (70) points.

Only Manufacturers achieving the minimum score required in each evaluation category set forth herein, as well as a minimum total score of seventy (70) points overall shall be prequalified and invited to submit bids. An interested Manufacturer's score shall be made available to the Manufacturer upon request but is not a public record.

The decision of the *Prequalification Committee* shall be final and shall not be subject to appeal except on grounds of fraud or collusion.

C. Criteria for Prequalification

SOQs must be submitted on the *Equipment SOQ Form 3* attached hereto. Interested Manufacturers submitting a SOQ and supporting information in any other form will not be prequalified. The *Prequalification Committee* shall review and evaluate the information submitted by interested Manufacturers in accordance with the point scheme set forth **below**. Joint ventures must provide information about each of the joint venture partners.

1. Management Experience - (50 points available in this category; minimum of 25 points required in this category for prequalification approval)

a. Business Owners: Provide the name, title, including a detailed description of the role and job responsibilities, scope of work and numbers of years with the firm for each of the business owner(s) of the firm. If the respondent Manufacturer is a partnership, **YOU MUST** provide the requested information for each general and limited partner. If the respondent Manufacturer is a corporation or limited liability company, **YOU MUST** provide the requested information for each officer, director and/or member. *(3 points available)*

1. At least one (1) principal of the Manufacturer has five (5) or more consecutive years of employment with the Manufacturer – three (3) points.
2. At least one (1) principal of the Manufacturer has four (4) or more but less than five (5) consecutive years of employment with the Manufacturer – two (2) points.
3. At least one (1) principal of the Manufacturer has three (3) or more but less than four (4) consecutive years of employment with the Manufacturer – one (1) point.
4. No response or incomplete response – zero (0) points

- b. Management Personnel:** Provide the name, title, including a detailed description of the role and job responsibilities, scope of work, education, certifications (PE, LEED AP, etc.), construction experience, years with the firm and a list of all projects completed for all management personnel who will have any direct or indirect responsibility over the Project, including but not limited to Project Executives, Project Managers, Field Superintendents and Field Engineers. *(3 points available)*
1. At least one (1) management person of the Manufacturer who will work on the ("the Project") has five (5) or more consecutive years of employment as a management person with the Manufacturer – three (3) points.
 2. At least one management person of the Manufacturer who will work on this Project has four (4) or more consecutive years of employment as a management person with the Manufacturer – two (2) points.
 3. At least one (1) management person of the Manufacturer who will work on this Project has three (3) or more consecutive years of employment as a management person with the Manufacturer or other Manufacturer in public building construction – one (1) point.
 4. No response or incomplete response – zero (0) points.
- c. Similar Project Experience:** Provide the project name(s), description, scope of work, LEED certification level (if any), original contract sum, final contract sum with explanation, and date of completion for each and every similar project undertaken by the firm in the last (3) three years. For purposes of this *RFQ*, "similar projects" shall mean public construction projects in Connecticut. *(14 points available)*
1. The Manufacturer has successfully completed its work on construction of at least five (5) similar projects within the past three (3) years with a purchase order value similar to the estimated purchase order value for the project on which the Manufacturer is attempting to qualify – fourteen (14) points.
 2. The Manufacturer has successfully completed its work on construction of at least four (4) similar projects within the past three (3) years with a purchase order value similar to the estimated purchase order value for the project on which the Manufacturer is attempting to qualify – ten (10) points.

3. The Manufacturer has successfully completed its work on construction of at least three (3) similar projects within the past three (3) years with a purchase order value similar to the estimated purchase order value for the project on which the Manufacturer is attempting to qualify – six (6) points.
 4. The Manufacturer has successfully completed its work on construction of at least two (2) similar projects within the past three (3) years with a purchase order value similar to the estimated purchase order value for the project on which the Manufacturer is attempting to qualify – two (2) points.
 5. No similar project experience within the past three (3) years; No response or incomplete response – zero (0) points.
- d. Terminations:** Provide a list of any projects on which the firm was the Manufacturer and was terminated, held in default, or failed to complete the work. Include the name of the project, the timeframe of the project and circumstances surrounding the termination or default. *(10 points available)*
1. The Manufacturer has not been terminated or failed to complete their Contracted work on any project within the last ten (10) years. Projects on which the Manufacturer was terminated for reasons beyond his control shall be disregarded. Examples of reasons beyond the control of a contractor include project cancellations– ten (10) points.
 2. Within the past ten (10) years, the Manufacturer has been terminated on a project or has failed to complete the work on a project, must provide documentation/explanation – maximum three (3) points.
 3. Within the past five (5) years, the Manufacturer has been terminated on a project or failed to complete a project - zero (0) points
 4. No response or incomplete response – zero (0) points.
- e. Lawsuits/Legal Actions:** Provide a list of all lawsuits and or legal action in which the Manufacturer and/or any of its principals, shareholders, officers or directors is a defendant or defendant-in-counterclaim with regard to construction contracts, fraud or other illegal activities within the last 3 years. Please include among the lawsuits and legal action requested in the previous sentence, payment bond lawsuits under CT Law and mechanics lien lawsuits. If the lawsuit or legal action was pending at any time during the last three (3) years (which includes any lawsuit that was commenced, dismissed, or resolved by settlement or judgment during that time), then it must be listed. Please note that the lawsuits or legal action listed shall not include actions that primarily involve personal injury, workers' compensation claims, or where the sole cause of action involves the Manufacturer's exercise of its rights for direct payment under CT Law. *(10 points available)*

1. No lawsuits or legal actions are pending nor have been concluded adversely to the Manufacturer and/or any of its principals, shareholders, officers or directors within the past three (3) years which relate to the procurement or performance of any public construction contract or private construction contract, fraud or other illegal activities – ten (10) points.
 2. No lawsuits or legal actions are pending nor have been concluded adversely to the Manufacturer and/or any of its principals, shareholders, officers or directors within the past two (2) years which relate to the procurement or performance of any public construction contract or private construction contract, fraud or other illegal activities – six (6) points
 3. No lawsuits or legal actions are pending nor have been concluded adversely to the Manufacturer and/or any of its principals, shareholders, officers or directors within the past one (1) year which relate to the procurement or performance of any public construction contract or private construction contract, fraud or other illegal activities – two (2) points
 4. One lawsuit or legal action is pending or has been concluded adversely
 5. to the Manufacturer and/or any of its principals, shareholders, officers or directors within the past one (1) year which relate to the procurement or performance of any public construction contract or private construction contract, fraud or other illegal activities – one (1) point
 6. Multiple lawsuits or legal actions are pending or have been concluded adversely to the Manufacturer and/or any of its principals, shareholders, officers or directors within the past one (1) year which relate to the procurement or performance of any public construction contract or private construction contract, fraud or other illegal activities – zero (0) points
 7. Failure to disclose any pending or lawsuit required to be included in the Manufacturer's response – zero (0) points
 8. No response or incomplete response – zero (0) points
- f. Safety Record:** Provide the three (3) year history of the Manufacturer's workers' compensation experience modifier. In addition, provide documentation from the Manufacturer's insurance carrier supporting the rating history provided. *(10 points available)*
1. Average value of the submitted history of the Manufacturer's workers' compensation modifier is less than or equal to 1.0 – ten (10) points.
 2. Average value of the submitted history of the Manufacturer's workers' compensation modifier is greater than 1.0 but less than or equal to 1.1 – eight (8) points.

3. Average value of the submitted history of the Manufacturer's workers' compensation modifier is greater than 1.1 but less than or equal to 1.2 – six (6) points.
4. Average value of the submitted history of the Manufacturer's workers' compensation modifier is greater than 1.2 but less than or equal to 1.3 – four (4) points.
5. Average value of the submitted history of the Manufacturer's workers' compensation modifier is greater than 1.3 but less than or equal to 1.35 – two (2) points.
6. Average value of the submitted history of the firm's Manufacturer's workers' compensation record is greater than 1.35 – zero (0) points.
7. No response or incomplete response – zero (0) points.

2. References - (30 points available in this category; minimum of 15 points required in this category for prequalification approval)

a. Project References: Provide reference information for owners and architects for each and every project listed in your response to *Section VI(C)(1)(c)*. A minimum of three (3) references from different projects (of similar size, scope and type to this project) are required. Information provided shall at least include project name and the names of the owners and architects, with current address, current telephone, current fax numbers, current email address and current contact person for each. Note: The Prequalification Committee may also consider project reference information and project evaluations obtained from the Update Statement, DAS's certification files and information provided in response to *Subsection 2(c)* herein. *(18 points available)*

1. Three (3) points for each favorable reference, maximum of six (6) references – maximum eighteen (18) points
2. Negative three (-3) points for each unfavorable reference, maximum of six (6) references
3. The total score for this category will be the net sum of favorable and unfavorable reference points, if there are more unfavorable than favorable references then the score would be zero (0).
4. If a reference cannot be reached due to incorrect contact information then, that reference will be counted as zero (0) points.

- b. Credit References:** Provide a minimum of five (5) credit references, including current telephone and fax numbers of a contact person from key suppliers, vendors and banks. A credit reference letter from the bank is required by the SOQ deadline, it may be included with the SOQ or sent directly to Luis Rodriguez@ lrodriguez@bondbrothers.com from the bank. Also reference *Section VII (D) of Part One* of the RFQ for this Project for Additional Information. *(4 points available)*
1. Five (5) or more favorable credit references at least one of which is a bank or a recognized lending institution – four (4) points.
 2. Four (4) favorable credit references at least one of which is a bank or a recognized lending institution – three (3) points.
 3. Three (3) favorable credit references at least one of which is a bank or a recognized lending institution – two (2) points.
 4. Two (2) or less favorable credit references at least one of which is a bank or a recognized lending institution –one (1) point.
 5. No favorable credit references – zero (0) points.
 6. No response or incomplete response – zero (0) points (lack of a bank credit reference letter will be considered an incomplete response).
- c. Public Project Record:** Provide a list of all completed public building construction projects (as defined by Connecticut Law) worked on during the past five (5) years with the project name, scope of work, contract value, start date, completion date, status of the project, owner's name (including address, telephone number, fax number, and contact person) and architect's name (including address, telephone number, fax number and contact person). *(8 points available)*
1. Work successfully completed on five (5) or more public building projects during the past five (5) years – eight (8) points.
 2. Work successfully completed on four (4) public building projects during the past five (5) years – six (6) points.
 3. Work successfully completed on three (3) public building projects during the past five (5) years – four (4) points.
 4. Work successfully completed on two (2) public building projects during the past five (5) years – two (2) points.
 5. Work successfully completed on one (1) public building project during the past five (5) years – one (1) point.
 6. Work successfully completed on no public building projects during the past five (5) years – zero (0) points.
 7. No response or incomplete response – zero (0) points

3. Capacity to Complete Projects - (20 points available in this category; minimum of 10 points required in this category for prequalification approval)

a. Prior Revenue: Submit the prior annual revenue for the last three (3) fiscal years. *(10 points available)*

1. Average revenue is 150% or greater of estimated amount of equipment category listed in this *RFQ* – ten (10) points.
2. Average revenue is between 150% and 125% of estimated amount of equipment category listed in this *RFQ* – eight (8) points.
3. Average revenue is between 125% and 100% of estimated amount of equipment category listed in this *RFQ* – six (6) points.
4. Average revenue is between 100% and 75% of estimated amount of equipment category listed in this *RFQ* – four (4) points.
5. Average revenue is between 75% and 50 % of estimated amount of equipment category listed in this *RFQ* – two (2) points.
6. Average revenue is less than 50% of estimated amount of equipment category listed in this *RFQ* - zero (0) points
7. No response or incomplete response - zero (0) points

b. Revenue under Contract: Submit revenue under contract for the next three (3) years. *(10 points available)*

1. Revenue is 200% or greater of estimated amount of equipment category listed in this *RFQ* – ten (10) points.
2. Revenue is between 200% and 150% of estimated amount of equipment category listed in this *RFQ* – eight (8) points.
3. Revenue is between 150% and 100% of estimated amount of equipment category listed in this *RFQ* – six (6) points.
4. Revenue is between 100% and 50% of estimated amount of equipment category listed in this *RFQ* – four (4) points.
5. Revenue is less than 50% of estimated amount of equipment category listed in this *RFQ* – two (2) points.
6. No response or incomplete response – zero (0) points.

4. Mandatory Requirements - (no points assigned)

- a. Bonding Capacity:** Interested Manufacturers must provide a commitment letter (from a surety company licensed to do business in the Connecticut and whose name appears on the United States Treasury Department Circular 570) for payment and performance bonds in an amount equal to or greater than **one hundred and ten percent (110%)** of the estimated purchase order value for the package that the Manufacturer is seeking prequalification as set forth in *Schedule L*.
- b. Manufacturing Capabilities:** Interested Equipment Manufacturers **MUST COMPLETE** *Schedule M*.
- c. Commissioning Capabilities:** Interested Equipment Manufacturers **MUST COMPLETE** *Schedule N*.
- d.** Insurance as outlined in Schedule O
- e.** State of Connecticut Public Work Questionnaire per Schedule P
- f.** State of Connecticut Public Work Questionnaire per Schedule Q.
- g.** Nondiscrimination Certification Affidavit: Manufacturers **MUST ATTACH** to the *Equipment SOQ Form 3* at *Schedule Q*, a current, completed signed and stamped *Nondiscrimination Certification Affidavit*

Section VII: Additional Information

A. Status of Request for Qualifications

This *RFQ* is solely a request for information. It does not represent an offer, nor does it confer any rights on any respondent Manufacturer. BOND shall not be responsible under any circumstances for any costs incurred by any respondent Manufacturers in responding to this *RFQ*. BOND reserves the right to cancel this procurement at any time if it is in its best interest to do so.

B. Treatment of Information Submitted

With the exception of the required *Update Statement* and financial information, BOND shall have no obligation to treat any information submitted by an interested Manufacturer in or in connection with a *SOQ* as proprietary or confidential unless BOND determines that the information legitimately requires such treatment. In such case, BOND's obligation with respect to protection and disclosure of such information shall at all times be subject to applicable laws. BOND shall have the right to use all or portions of the *SOQ*, as it considers necessary or desirable in connection with the Project. By the submission of a *SOQ*, the respondent Manufacturer thereby grants to BOND an unrestricted license to use the *SOQ*, including all materials submitted therewith, in connection with the Project.

C. Communication Between BOND and Respondent Manufacturers

Unauthorized communications or contact between Manufacturers, their

employees, agents or other related entities interested in submitting a SOQ with members of the Prequalification Committee with regard to the Project are strictly prohibited. The only authorized communications shall be 1) inquiries to **Luis Rodriguez** (lrodriguez@bondbrothers.com), for general information about obtaining the RFQ, RFQ submission deadlines, and the existence of any relevant addenda to the RFQ; and 2) inquiries made at any official RFQ Informational meeting and/or site visit held by BOND. If applicable, the official RFQ Informational meeting will be held at the date(s) and time(s) set forth in Section I.

Any issues brought to BOND's attention, which BOND determines will require additional clarification, will be addressed by issuing a written addendum. Oral and other clarifications will be without legal effect. All such addenda will be considered part of this RFQ, and the respondent Manufacturer shall be required to acknowledge receipt of all addenda on the SOQ Application Form attached to this RFQ. BOND will post to the DAS website and to smartbid.net all addenda which will be available to all respondent Manufacturers that have downloaded or received the RFQ directly from BOND. It shall be the sole responsibility of the respondent Manufacturer to ascertain the existence of any and all addenda issued by BOND.

From the date of issuance of this RFQ, any respondent Manufacturer that contacts directly or indirectly any member or employee of BOND, or the Project Designer, or the Project Manager, or the Construction Manager at Risk firm, or any member of the Prequalification Committee in connection with the selection process or the contract contemplated herein for this Project is subject to disqualification. Contact is permitted for the purpose of obtaining a copy of this RFQ or to submit a verbal or written question or request for clarification at the RFQ Informational meeting as set forth in Section I.

D. Credit References

In evaluating credit references (see Part Two, Section 2(b) of the Equipment SOQ Form 3), significant weight is attached to the Manufacturer having a bank reference. In order to expedite this process, please contact your bank reference and either include with the SOQ or have the bank forward directly to the address below (**by postal service, express carriers, or e-mail**) so that it is received Lee Ann Sullivan by the deadline for SOQ submittal, a letter indicating how long they have been associated with the Manufacturer and whether they consider the Manufacturer to be favorable or unfavorable. This information must be submitted on the bank's letterhead to:

BOND UConn Field Office
ATTN: Luis Rodriguez
46 King Hill Road
Storrs, Connecticut 06269
e-mail: lrodriguez@bondbrothers.com
Phone: 617.851.1603



Boiler Plant Equipment Replacement Package 1 & 2
Project #300151
Storrs, CT

**REQUEST FOR QUALIFICATIONS
FOR
EQUIPMENT MANUFACTURERS**

From the Construction Manager at Risk

For the following Equipment Bid Packages:

00 Boilers

Submission Deadline: **February 10, 2020 at 2:00PM**

Submit Statement of Qualifications to:

**BOND UConn Field Office
ATTN: Luis Rodriguez
46 King Hill Road
Storrs, Connecticut 06269**

Date Issued: January 31, 2020



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UNIVERSITY OF CONNECTICUT

STORRS, CT- Boiler Plant Equipment & Utility Tunnel Package #1 & #2 Project #300151
RFQ for Equipment – PART TWO

Part Two: Equipment SOQ Application Forms/Schedules
(to be completed by the Manufacturer)



UNIVERSITY OF CONNECTICUT

STORRS, CT- Boiler Plant Equipment & Utility Tunnel Package #1 & #2 Project #300151
RFQ for Equipment – PART TWO

**EXPRESSION OF INTEREST FORM
(Equipment SOQ Form 1)
(For Submission to BOND Immediately)**

*Instructions: If respondent Manufacturer firm is interested in responding to the RFQ for Prequalification of Equipment Manufacturers for this Project then **Equipment SOQ Form 1 MUST be submitted to BOND BEFORE submitting the SOQ Application Equipment SOQ Form 3.***

Awarding Authority:	BOND Brothers, Inc. as Construction Manager at Risk for this project at the University of Connecticut
Project No.:	# 300151
Project Name:	Boiler Plant Equipment Replacement Phase 1 & 2 Project

Email this *Expression of Interest Form* to
e-mail: Luis Rodriguez(lrodriguez@bondbrothers.com)
Phone: 617.851.1603

By submitting this *Equipment SOQ Interest Form* the below identified firm is expressing its interest in the above-referenced public building construction project and is requesting that it be added to the list of firms that will receive any addenda to the *RFQ* on the Project.

BOND assumes no responsibility for a firm's failure to receive any addenda or other correspondence related to this RFQ due to the firm's failure to submit an *Expression of Interest Form* as directed above or for any other reason.

Equipment Bid Package:	
Firm Name:	
Address:	
Telephone:	
Email:	
Contact Name/Title:	
Date Submitted:	

By: _____ Date: _____
(Signature of Authorized Representative)

RESPONSE CHECKLIST (Equipment SOQ Form 2)

PLEASE NOTE THAT INCOMPLETE OR LATE APPLICATIONS FOR PREQUALIFICATION WILL NOT BE CONSIDERED. THEREFORE, BEFORE SUBMITTING A RESPONSE TO THIS RFQ, PLEASE REVIEW THE FOLLOWING:

- Did respondent email or mail the *Expression of Interest Form (Equipment SOQ Form 1)* to BOND?
- Did respondent complete the entire *SOQ Application (Equipment SOQ Form 3)* and all required attachments and schedules?
- Did respondent fully complete *Schedules A through Q* and attach all required documentation?
- Did respondent attach the resumes of owners and management personnel identified in *Schedule A* and *Schedule B*?
- Did respondent attach the required documentation from respondent 's insurance company supporting the workers' compensation modifier history reported in *Schedule F*?
- Does respondent have the current contact information for all of the references reported in *Schedule G*, *Schedule H* & *Schedule I*?
- Did respondent provide information on prior and current revenue required in *Schedule J* and *Schedule K*?
- Did respondent attach a commitment letter (*Schedule L*) for payment and performance bonds in the form required and for a value of 110% of the purchase contract value as required in *Section 4(a) of Part Two, Equipment SOQ Form 3*?
- Did respondent include the original and all required copies of respondent Manufacturer's entire SOQ application package?
- Did respondent address the SOQ envelope correctly (i.e. to reference the Project and other required information set forth herein)?
- Did respondent review all of the execution requirements before signing the *SOQ Application Form*, and is the person who signed the *SOQ Application Form* authorized to do so and is his or her correct and current contact information provided?
- Did respondent include manufacturing and commissioning capabilities per *Schedule M* and *Schedule N*?
- Did respondent include State of Connecticut Public Work Questionnaire as per *Schedule P*?
- Did respondent include the original and all required copies of respondent Manufacturer's entire SOQ application package?
- Did respondent include Ethics and a **current, completed signed and stamped *Nondiscrimination Certification Affidavit*** as per *Schedule Q*?



UNIVERSITY OF CONNECTICUT

STORRS, CT- Boiler Plant Equipment & Utility Tunnel Package #1 & #2 Project #300151
RFQ for Equipment – PART TWO

**MANUFACTURER STATEMENT OF QUALIFICATIONS FORM
(EQUIPMENT SOQ FORM 3)**

UNIVERSITY OF CONNECTICUT – STORRS CAMPUS

Boiler Plant Equipment Replacement Phase 1 & 2 Project #300151

Note: See **Sections III and VII of Part One of the RFQ**, for instructions on completing this **Statement of Qualifications** and accompanying **Schedules A through Q**.

Equipment Package:	
Manufacturer Name:	
Manufacturer Mailing Address:	
Manufacturer Street Address:	
Telephone Number:	
Contact Person/Title:	
Contact Person Email:	
Manufacturer Acknowledges Addenda Nos.:	



UNIVERSITY OF CONNECTICUT

STORRS, CT- Boiler Plant Equipment & Utility Tunnel Package #1 & #2 Project #300151
RFQ for Equipment – PART TWO

***** **IMPORTANT NOTICE** *****

Interested Equipment Manufacturers MUST indicate in the table below the package for which it is seeking prequalification in this SOQ submission and MUST submit SEPARATE individual SOQ forms for each and every other package that it is also seeking prequalification for this Project.

***** **IMPORTANT NOTICE** *****

“X” Requires Prequal	BP #	Bid Package Name	BP Est. Value	DAS Certification Category	SBE/MB E Set- Aside Status
X	00	Boilers	\$5,500,000	Not applicable	excluded

1. **Management Experience - (50 points available; minimum of 25 points required for prequalification approval)**
 - a. **Business Owners:** Interested Equipment Manufacturers **MUST COMPLETE Schedule A** and **MUST ATTACH** to it a resume for each and every business owner of respondent firm as set forth in *Section VI(C)(1)(a)* of *Part One* of the *RFQ* for this Project.
 - b. **Management Personnel:** Interested Equipment Manufacturers **MUST COMPLETE Schedule B** and **MUST ATTACH** to it an organizational chart AND a resume for each and every person who will have **any** management responsibility, direct or indirect, for the Project, including, but not limited to, Project Executives, Project Managers, Field Superintendents and Field Engineers, as set forth in *Section VI(C)(1)(b)* of *Part One* of the *RFQ* for this Project.
 - c. **Similar Project Experience:** Interested Equipment Manufacturers **MUST COMPLETE Schedule C** and list similar projects for the last three (3) years. For each project, respondent must include the name, description of project, description of respondent's scope of work, original contract sum, final contract sum (with explanation) and date completed. For the purpose of this *RFQ*, "similar projects" shall be defined as defined in *Section VI(C)(1)(c)* of *Part One* of the *RFQ* for this Project. Be sure to include any specific experience or criteria required.
 - d. **Terminations:** Interested Equipment Manufacturers **MUST COMPLETE Schedule D** and list each and every project on which respondent was terminated or failed to complete the work as set forth in *Section VI(C)(1)(d)* of *Part One* of the *RFQ* for this Project.
 - e. **Lawsuits/Legal Actions:** Interested Equipment Manufacturers **MUST COMPLETE Schedule E** and list of all lawsuits or legal actions in which the Manufacturer and/or any of its principals, shareholders, officers or directors is a defendant or defendant-in-counterclaim with regard to construction contracts, fraud or other illegal activities within the last three (3) years. Please include among the lawsuits and legal actions requested in the previous sentence, payment bond lawsuits under Connecticut Law and mechanics lien lawsuits. If the lawsuit was pending at any time during the last three (3) years (which includes any lawsuit that was commenced, dismissed, or resolved by settlement or judgment during that time), then it must be listed. Please note that the lawsuits listed shall not include actions that primarily involve personal injury, workers' compensation claims, or where the sole cause of action involves the Manufacturer's exercise of its rights for direct payment under Connecticut Law. Joint ventures must provide information regarding lawsuits for each joint venture partner as set forth in *Section VI(C)(1)(e)* of *Part One* of the *RFQ* for this Project.

- b. **Commissioning Capabilities:** Interested Equipment Manufacturers **MUST COMPLETE** *Schedule N*
- c. **Manufacturing Capabilities:** Interested Equipment Manufacturers **MUST COMPLETE** *Schedule M*
- d. **Insurance Requirements:** Interested Equipment Manufacturers **MUST ATTACH** to the *Equipment SOQ Form 3* at **Schedule O**, an executed *Insurance Acknowledgement Form*.
- e. **CT Public Work Questionnaire:** Interested Equipment Manufacturers **MUST ATTACH** to the *Equipment SOQ Form 3* at **Schedule P**, their Debarment Status per item 5.d. below.
- f. **Ethics:** Interested Equipment Manufacturers **MUST ATTACH** to the *Equipment SOQ Form 3* at **Schedule Q**, indicating their compliance with State of Connecticut mandatory ethics requirements and completed, signed and stamped Nondiscrimination Certification Affidavit

5. **Execution Requirements**

- a. **Response Checklist:** Before signing and submitting its *SOQ Application Package* for this Project, interested Equipment Manufacturers are advised to review the *Response Checklist – Equipment SOQ Form 2*.
- b. **Incomplete or Inaccurate Information:** Failure to accurately and completely provide the information requested may result in disqualification.
- c. **Authorization to Sign:** This form **MUST** be signed by an officer of the firm or an individual so authorized by an officer of the firm who has personal knowledge regarding the information contained herein.
- d. **Debarment Status:** By signing below, the interested Manufacturer certifies that it is not currently debarred from performing public work for the State of Connecticut or the Federal Government.

[THIS SPACE IS INTENTIONALLY BLANK]



UNIVERSITY OF CONNECTICUT

STORRS, CT- Boiler Plant Equipment & Utility Tunnel Package #1 & # 2 Project #300151
RFQ for Equipment – PART TWO

CERTIFICATION

The undersigned declares that he or she has carefully examined all the documents contained in the *Request for Qualifications for Equipment Manufacturers (RFQ)* solicitation for the Project, and certifies to the best of his/her knowledge, that this *Statement of Qualifications* fully complies with all of the requirements of the *RFQ* and all addenda and clarifications issued in regard to the *RFQ*.

The undersigned also hereby certifies that he or she (or, if he or she is the authorized representative of a company, the company) is the only person interested in this *Statement of Qualifications* and any subsequent proposal; that it is made without any connection with any other person making any submission for the same work; that no person acting for, or employed by, BOND is directly or indirectly interested in this *Statement of Qualifications* or any subsequent proposal, or in any contract which may be made under it, or in expected profits to arise therefrom; that the undersigned Respondent has not influenced or attempted to influence any other person or corporation to file a *Statement of Qualifications* or subsequent proposal or to refrain from doing so or to influence the terms of the *Statement of Qualifications* or any subsequent proposal of any other person or corporation; and that this submission is made in good faith without collusion or connection with any other person applying for the same work.

The undersigned further certifies under pains and penalties of perjury that the undersigned is not debarred from doing public construction work in the State of Connecticut under the provisions of, or any other applicable debarment provision of the General Laws or any rule or regulation promulgated there under, and further is not debarred from doing public construction work under any law, rule or regulation of the federal government.

The undersigned states that he or she has carefully examined all of the information provided and representations made in this *Statement of Qualifications* and the documents submitted with the SOQ including all schedules, forms and materials, and certifies to the best of his/her knowledge, that this *Statement of Qualifications* in its entirety is complete, true and accurate.

By signing below, the interested Manufacturer **acknowledges receipt of the following addenda** to this *RFQ*:

Addenda Nos. (if any): _____

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY:

Signature: _____

(Signature of Authorized Representative)

Print Name: _____

Title: _____

Firm Name: _____

Date: _____

Project Number: _____

Project Name: _____



STORRS, CT- Boiler Plant Equipment Replacement Phase 1 & 2 Project # 300151
RFQ for Equipment Manufacturers – PART TWO

Firm Name: _____

SCHEDULE F – SAFETY RECORD: Interested Equipment Manufacturers are **required** to provide the three (3) three year history of its workers' compensation experience modifier and **attach documentation from its insurance carrier** supporting the ratings reported herein as set forth in *Section VI(C)(1)(f)* of *Part One* of the *RFQ* for this Project.

YEAR	WORKERS' COMP. EXPERIENCE MODIFIER	COMMENTS



STORRS, CT- Boiler Plant Equipment Replacement Phase 1 & 2 Project # 300151
RFQ for Equipment Manufacturers – PART TWO

Firm Name: _____

SCHEDULE G - PROJECT REFERENCES: Interested Equipment Manufacturers are **required** to list references for prior work respondent Manufacturer has performed which appears in **Schedule C** as set forth in *Section VI(C)(2)(a)* of *Part One* of the RFQ for this Project.

PROJECT TITLE:				
	COMPANY NAME	CONTACT PERSON/ADDRESS	TELEPHONE	EMAIL
Owner:				
Designer:				
PROJECT TITLE:				
	COMPANY NAME	CONTACT PERSON/ADDRESS	TELEPHONE	EMAIL
Owner:				
Designer:				
PROJECT TITLE:				
	COMPANY NAME	CONTACT PERSON/ADDRESS	TELEPHONE	EMAIL
Owner:				
Designer:				



STORRS, CT- Boiler Plant Equipment Replacement Phase 1 & 2 Project # 300151
RFQ for Equipment Manufacturers – PART TWO

Firm Name: _____

SCHEDULE G - PROJECT REFERENCES (Continued):

PROJECT TITLE:				
	COMPANY NAME	CONTACT PERSON/ADDRESS	TELEPHONE	EMAIL
Owner:				
Designer:				
PROJECT TITLE:				
	COMPANY NAME	CONTACT PERSON/ADDRESS	TELEPHONE	EMAIL
Owner:				
Designer:				
PROJECT TITLE:				
	COMPANY NAME	CONTACT PERSON/ADDRESS	TELEPHONE	EMAIL
Owner:				
Designer:				



STORRS, CT- Boiler Plant Equipment Replacement Phase 1 & 2 Project # 300151
RFQ for Equipment Manufacturers – PART TWO

Firm Name: _____

SCHEDULE H - CREDIT REFERENCES: Interested Equipment Manufacturers are **required** to list a minimum of five (5) credit references from banks, suppliers and/or vendors as set forth in *Section VI(C)(2)(b)* of *Part One* of the *RFQ* for this Project.

CHECK ONE	COMPANY NAME	CONTAC PERSON	TELE#	EMAIL
<input type="checkbox"/> BANK <input type="checkbox"/> SUPPLIER <input type="checkbox"/> MANUFACTURER				
<input type="checkbox"/> BANK <input type="checkbox"/> SUPPLIER <input type="checkbox"/> MANUFACTURER				
<input type="checkbox"/> BANK <input type="checkbox"/> SUPPLIER <input type="checkbox"/> MANUFACTURER				
<input type="checkbox"/> BANK <input type="checkbox"/> SUPPLIER <input type="checkbox"/> MANUFACTURER				
<input type="checkbox"/> BANK <input type="checkbox"/> SUPPLIER <input type="checkbox"/> MANUFACTURER				



STORRS, CT– Boiler Plant Equipment Replacement Phase 1 & 2 Project # 300151
RFQ for Equipment Manufacturers – PART TWO

Firm Name: _____

SCHEDULE I - PUBLIC PROJECT RECORD: – Interested Equipment Manufacturers are **required** to list all completed public buildings during the past five (5) years in accordance with *Section VI(C)(2)(c) of Part One* of the *RFQ* for this Project. (Respondent may attach additional pages if necessary).

PROJECT INFORMATION	CONTACT INFORMATION Provide business and contact name, address, telephone and email
PROJECT NAME: CONTRACT VALUE: SCOPE: START DATE: FINISH DATE:	AWARDING AUTHORITY: DESIGNER:
PROJECT NAME: CONTRACT VALUE: SCOPE: START DATE: FINISH DATE:	AWARDING AUTHORITY: DESIGNER:
PROJECT NAME: CONTRACT VALUE: SCOPE: START DATE: FINISH DATE:	AWARDING AUTHORITY: DESIGNER:



STORRS, CT- Boiler Plant Equipment Replacement Phase 1 & 2 Project # 300151
RFQ for Equipment Manufacturers – PART TWO

Firm Name: _____

SCHEDULE J – PRIOR REVENUE: – Interested Equipment Manufacturers are **required** to list prior revenue for the last three (3) fiscal years in accordance with *Section VI(C)(3)(a)* of *Part One* of the *RFQ* for this Project.

Firm's fiscal year runs _____ to _____.

CALENDAR YEAR	FISCAL YEAR	PRIOR ANNUAL REVENUE (\$)
2018		
2017		
2016		



STORRS, CT- Boiler Plant Equipment Replacement Phase 1 & 2 Project # 300151
RFQ for Equipment Manufacturers – PART TWO

Firm Name: _____

SCHEDULE K – REVENUE UNDER CONTRACT: – Interested Equipment Manufacturers are **required** to list revenue under contract for next three (3) fiscal years in accordance with Section VI(C)(3)(b) of *Part One*, the *RFQ* for this Project.

Firm’s fiscal year runs _____ to _____.

CALENDAR YEAR	FISCAL YEAR	REVENUE UNDER CONTRACT (\$)
2021		
2020		
2019		



UNIVERSITY OF CONNECTICUT

STORRS, CT- Boiler Plant Equipment Replacement Phase 1 & 2 Project # 300151
RFQ for Equipment Manufacturers – PART TWO

Firm Name: _____

SCHEDULE L – LETTER EVIDENCING BONDING CAPACITY:

Respondent Equipment Manufacturers must attach here a letter from a surety company (or from an agent meeting the criteria set forth above) evidencing that the surety will provide respondent with payment and performance bonds for the Project in an amount equal to or greater than **One Hundred and Ten Percent (110%)** of the estimated purchase contract value of the Project. The surety company must meet the requirements set forth above. For Equipment Manufacturers submitting SOQs for more than one equipment package, a letter evidencing bonding capacity for each package must be submitted.



UNIVERSITY OF CONNECTICUT

STORRS, CT- Boiler Plant Equipment Replacement Phase 1 & 2 Project # 300151
RFQ for Equipment Manufacturers – PART TWO

Firm Name: _____

SCHEDULE M – Manufacturing Information – Interested Manufacturers are **required** to list the names of welders in the Manufacturers employment in the field and the fabrication facility who have a minimum of three (3) years of employment with the Contractor and welding certification(s) for x-ray, TIG, and other welding types; and provide information on manufacturing capabilities; this to include, location of final assembly, percent of e manufactured by others, identification of percent of components manufactured by others and their location, location of final factory testing & Certifications prior to shipping. In accordance with Section VI(C)(4)(b) and (c) of *Part One*, the *RFQ* for this Project.

Fabrication Facility Location(s): (Facilities involved in Component Manufacture)

MANUFACTURER	STREET ADDRESS	CITY/STATE	Country	% of Overall Assembly

Final Assembly Facility Location(s): (Facilities performing final assembly)

Plant	STREET ADDRESS	CITY/STATE	Country



UNIVERSITY OF CONNECTICUT

STORRS, CT- Boiler Plant Equipment Replacement Phase 1 & 2 Project # 300151
RFQ for Equipment Manufacturers – PART TWO

SCHEDULE O – INSURANCE ACKNOWLEDGEMENT FORM

Company Name: _____

The undersigned acknowledges that they have read, understand, and accept the insurance requirements spelled out in *Schedule O Insurance Requirements* for the *Boiler Plant Equipment Replacement Phase 1 & 2 Project # 300151*

Signed by (name): _____

Title: _____

Signature: _____

Date: _____

MANUFACTURER INSURANCE REQUIREMENTS:

BOND

Exhibit A Insurance Requirements

THIS EXHIBIT A SHALL SUPERSEDE ANY CONFLICTING PROVISION OF THE GLOBAL SUBCONTRACT OR SUBCONTRACT

MANUFACTURER shall purchase and maintain insurance of the types and in the amounts described below. The insurance shall be written by insurance companies and on policy forms acceptable to Bond Brothers, Inc. Each insurer providing insurance coverage as required hereunder shall be a licensed, admitted insurer authorized to issue such coverage in each State in which any part of the Work is performed. The insurer shall have an AM Best rating of “A-X” or better. Bond Brothers, Inc., in its sole discretion, shall have the right to reject any insurer.

1. Worker’s Compensation & Employer’s Liability

Statutory Worker’s Compensation coverage (including occupational disease) will be provided for the State in which the Project is located and the State of hire, if different. Employer’s Liability Coverage will be provided with the following minimum limits:

- Bodily Injury by Accident \$500,000 Each Accident
- Bodily Injury by Disease \$500,000 Policy Limit
- Bodily Injury by Disease \$500,000 Each Employee

Terms and conditions shall include:

- USL&H - where applicable by law
- Jones Act - where applicable by law
- All states endorsement - where applicable by law
- Employers Liability/Stop Gap Liability if required in the State where the work is performed
- Where required in the State where the work is performed coverage must be secured through the State fund of that State
- Certificate must clearly identify that coverage applies in the State in which the Project is located

If MANUFACTURER or its MANUFACTURERS of any tier engages or leases one or more employees through the use of a payroll, employee management or other company, MANUFACTURER must procure workers compensation insurance written on an “If Any” policy form and will be in addition to the workers compensation coverage provided to the leased employees by the payroll, employee management or other company. The Insurance shall include an endorsement providing coverage for Alternate Employer/leased Employee liability.

The policy shall include a Waiver of Subrogation in favor of Bond Brothers, Inc., unless



UNIVERSITY OF CONNECTICUT

STORRS, CT- Boiler Plant Equipment Replacement Phase 1 & 2 Project # 300151
RFQ for Equipment Manufacturers – PART TWO

prohibited by State law.

2. Commercial General Liability

Coverage will be provided with the following minimum limits:

- Bodily Injury and Property Damage Liability - Per Occurrence \$1,000,000
- Personal and Advertising Injury Limit - Per Person/Organization \$1,000,000
- Products - Completed Operations Aggregate Limits \$2,000,000
- General Aggregate Limit \$2,000,000

General Aggregate shall apply separately to this project. Commercial General Liability policy must be written on an “occurrence” form CG 00 01 (or equivalent) and include the following coverage:

- Independent Contractors, covering operations of any and all MANUFACTURERS and sub-MANUFACTURERS Broad Form Property Damage
- Ongoing Construction Operation(s) in effect at all times while work is being performed by Contractor
- MANUFACTURERS and Independent Contractors (if any)
- Products and Completed Operations, to remain in force, whether by endorsement or renewal of coverage, including the Contractor, any party required to be indemnified by this Contract and any other party required by this Contract to be named as an additional insured, from the date of final completion of the Work until at least six (6) years after final completion of the Project or the expiration of the applicable statute of repose of the State in which the Project is located (whichever is greater/longer)
- Explosion, collapse, and underground hazards
- Contractual Liability (insured contract) coverage sufficient to meet the requirements of this Contract (including defense costs and attorneys’ fees assumed under contract)
- Personal and Advertising Injury Liability coverage (with the contractual exclusion deleted)
- CG 22 79 07 98 (or equivalent) is the only acceptable Professional Liability Exclusion
- If applicable to the work, the following coverage must be obtained:
 - Mold
 - EIFs
 - Subsidence
 - Operations performed within 50’ of railroad with railroad contractual exclusion deleted
 - All residential operations, no residential exclusions
 - Pollution coverage

MANUFACTURER will furnish Certificates of Insurance providing evidence that Bond Brothers, Inc. and the Owner, and any other parties identified by the Exhibit, the Prime Contract, the Subcontract, are Additional Insureds on a primary, non-contributory basis (CG2001 04/13 or equivalent) for both ongoing

and completed operations. The Additional Insured Endorsement(s) shall be on Form CG 20 10 11/85 or CG 20 33 10/01, plus CG 20 37 10/01, or CG2010

10/01 plus CG2037 10/01, or CG2010 07/04 plus CG2037 07/04, or equivalent forms, and shall include ongoing and completed operations coverage, which shall not contain any restrictions. A copy of the CGL Additional Insured Endorsement(s) must be attached to the Certificate of Insurance. Any endorsements or modifications to the CGL policy which restrict or limit the scope of coverage must be identified on the Certificate of Insurance.

The policy shall include a Waiver of Subrogation in favor of Bond Brothers, Inc., Owner, and any other parties as may be required by the Prime Contract, utilizing form CG2404 or equivalent.

3. **Automobile Liability**

Commercial Automobile Liability insurance covering all owned, leased and non-owned vehicles used in connection with the work with limits of \$1,000,000 combined single limit per accident for bodily injury and property damage which shall apply as primary and non-contributory insurance., Bond Brothers, Inc. and the Owner shall be an Additional Insured on a primary basis. The policy must include coverage for bodily injury, death and property damage arising out of ownership, maintenance, or use of any motorized vehicle on or off the site of the Project, including contractual Liability coverage.

If hauling of hazardous waste is part of the work, Automobile Liability Insurance with a \$1,000,000 combined single limit per occurrence for bodily injury and property damage applicable to all hazardous waste hauling vehicles, and including the MCS 90 endorsement and the ISO Form CA 99 48 (Pollution Liability Broadened Coverage for Business Automobile).

The policy shall include a Waiver of Subrogation in favor of Bond Brothers, Inc., Owner, and any other parties as may be required by the Prime Contract, Subcontract or Agreement.

4. **Umbrella/Excess Liability**

The MANUFACTURER will provide Umbrella or Excess Liability Insurance (“Umbrella”) on a follow form of primary coverage basis. Each such excess/umbrella insurance policy shall be specifically endorsed to provide that such limits are primary and noncontributing to any insurance of Bond Brothers, Inc. and any other additional insured.

The Umbrella insurance shall have the following minimum limits of liability, which shall be maintained with per occurrence and aggregate limits available to Bond Brothers, Inc., any party required to be indemnified by the Contract and any other party required by this Exhibit, the Prime Contract, the Subcontract, or the

Agreement to be named as an Additional Insured:

Each Occurrence	\$10,000,000
-----------------	--------------

General Aggregate \$10,000,000

The General Aggregate coverage limits shall be dedicated for this Project and shall be evidenced on the MANUFACTURER's Certificate of Insurance.

If any of the above insurance is provided through a combination of primary and excess/umbrella insurance, each such umbrella/excess insurance policy shall be specifically endorsed to provide that Bond Brothers, Inc., the Owner, and any other parties identified by the prime contract must be named as Additional Insureds and such coverage shall be primary and noncontributing. The Umbrella/Excess Liability policy may be used to satisfy required minimum limits on the above underlying policies.

5. Coverage for MANUFACTURER's Tools & Equipment

MANUFACTURER is responsible for, and agrees to hold Bond Brothers, Inc. and the Owner harmless for any and all loss or damage to equipment, tools, scaffolding, staging, towers and forms owned, leased or used in any way by MANUFACTURER, sub-MANUFACTURERS or employees of either.

6. Professional Liability

If MANUFACTURER's work includes design responsibilities, whether for design of permanent work or for "means-and-methods" or other reasons, prior to the start of the work, MANUFACTURER or MANUFACTURER's design consultant / engineer shall provide evidence of Professional Liability Insurance for claims that arise from the acts, errors, or omissions of the MANUFACTURER, any sub-MANUFACTURER of any tier, or any party acting on behalf of the MANUFACTURER, in the provision of professional services, in an amount no less than \$2,000,000.00. The policy shall be effective (retroactively, if applicable) from the date of commencement of all professional activities in connection with the Work until six (6) years after final completion of the Project or the expiration of the applicable statute of repose of the State in which the Project is located (whichever is greater/longer).

Coverages shall include:

- Contractual Liability coverage including reasonable defense costs for liability that would have attached in the absence of the contract or agreement.
- No exclusions for delays in project completion and cost overruns.
- Insurance shall be primary and non-contributory.
- Policy shall include a provision that written notice to the carrier during the policy period of a circumstance that could result in a claim preserves

coverage for a claim subsequently arising from the circumstance.

- No exclusion for mold, fungus, asbestos, pollutants, etc. MANUFACTURER

is required to notify Bond Brothers, Inc. of any claims occurring during the Policy Period if such claims could reduce the amount of coverage available to Bond Brothers, Inc.

- A Professional Liability Policy will not be required for means-and-methods if such coverage is specifically provided under MANUFACTURER's Commercial General Liability Policy and satisfactory evidence is provided to Bond Brothers, Inc. to show same.

7. **Pollution Liability**

Contractor's Pollution Liability is required of all MANUFACTURERS performing the following work: work involving the abatement, removal, storage, transportation or disposal of any hazardous materials; excavation; drywall; marine operations, HVAC, work involving underground tanks, asbestos, soil handling and soil removal or any other work if specifically required by Bond Brothers, Inc. The minimum policy limit shall be \$2,000,000 per claim or occurrence and in the aggregate, including coverage for bodily injury, property damage and clean-up costs.

- Coverage shall include coverage for mold, mildew, spores and microbial events and Legionnaire's Disease
- All terms of insurance are subject to approval of Bond Brothers, Inc.
- The policy shall include a Waiver of Subrogation in favor of Bond Brothers, Inc., Owner, and any other parties as may be required by the Prime Contract.
- No EIFS exclusions
- IF coverage is on a "claims made" basis the retroactive date must precede the start date of the work.

Bond Brothers, Inc. and the Owner any other party required by this Exhibit, the Prime Contract, the Subcontract, or the Agreement must be Additional Insureds on this policy on a primary and noncontributory basis and shown on the Certificate of Insurance.

8. **Other - EFIS**

Coverage for operations involving "synthetic stucco," also commonly referred to as "Exterior Insulating and Finish Systems" (EFIS), must be maintained by any MANUFACTURER performing such operations. Bond Brothers, Inc. and the Owner, as well as any other party required under the Prime Contract must be named as Additional Insureds on all policies providing this coverage.

9. **Other – Riggers Liability Insurance**

If the Work involves the rigging, hoisting, lowering, raising or moving of property or equipment of others, then Riggers Liability Insurance is required to insure against physical loss or damage to the property or equipment, which is in the care, custody or control of the Rigger, with limits sufficient for replacement of the property or equipment being rigged.

General Requirements

- **Certificate of Insurance and Proof of Insurance**

Prior to commencing its performance under the Contract and anytime thereafter

when required insurance changes or is modified, MANUFACTURER shall provide Contractor with: (1) a current certificate of insurance evidencing the insurance coverages required by this Exhibit (including the amount of any self-insured retention (“SIR”) or deductible); (2) a copy of the provisions in the policy or the endorsement adding the parties required by this Exhibit to be added as additional insureds; (3) a copy of the provisions in the policy or the endorsement providing that the insurance provided to the additional insureds (whether primary or excess) is primary and non-contributory and shall not seek contribution from any coverage carried by the parties required to be additional insureds by this Exhibit; and (4) a copy of the policy provisions or endorsement providing a waiver of subrogation in favor of the additional insureds required hereunder. Upon request, MANUFACTURER shall also provide Contractor with a certified copy of any policy providing coverage required by this Exhibit.

- IN THE EVENT THAT THE LAW OF THE STATE IN WHICH THE PROJECT IS LOCATED (OR APPLICABLE LAW) LIMITS THE ADDITIONAL INSURED COVERAGE THAT BOND BROTHERS, INC. MAY REQUIRE FROM THE MANUFACTURER, THEN MANUFACTURER SHALL BE REQUIRED TO OBTAIN ADDITIONAL INSURED COVERAGE TO THE FULLEST EXTENT OF COVERAGE AND LIMITS ALLOWED BY APPLICABLE LAW AND THIS CONTRACT SHALL BE READ TO CONFORM TO SUCH LAW.
- All Certificates of Insurance shall provide for 30 day written notice to Bond Brothers, Inc. prior to the cancellation or material change of any insurance referred to therein.
- Bond Brothers, Inc. shall have the right, but not the obligation, to prohibit MANUFACTURER and/or sub- MANUFACTURER from entering the project site until a Certificate of Insurance indicating full compliance with these requirements is received and approved by Bond Brothers, Inc.
- **Sub-MANUFACTURERS:** Before permitting any MANUFACTURER to perform work under a subcontract, the MANUFACTURER shall require by written contract that any of its MANUFACTURERs maintain insurance in like form and amounts to that required by this Exhibit, unless otherwise approved in writing by Bond Brothers, Inc. MANUFACTURER shall be responsible to ensure that each of its MANUFACTURERs maintains insurance in like form and amounts, and shall provide evidence of same to Contractor if requested.

- **MANUFACTURER** shall provide Certificates of Insurance for one (1) year following substantial completion of the project.

- **Notice of Cancellation**

Each Certificate shall confirm that the insurance will not be cancelled, materially altered or any reduction of any limit with less than 30 days written notice by Registered Mail to the Contractor and MANUFACTURER shall also provide an

endorsement from its insurance carrier(s) to such effect. If requested by the Contractor, the MANUFACTURER will furnish originals or certified copies of insurance policies including all endorsements required to provide stated coverage.

- **Scope/Limits of Insurance**

To the fullest extent permitted by law, the coverage provided to the additional insureds must be at least as broad as that provided to the first named insured on each policy. In the event that any policy provided in compliance with this Exhibit states that the coverage provided to an additional insured shall be no broader than that required by contract, or words of similar meaning, the Parties agree that nothing in this Exhibit or elsewhere in the Contract Documents is intended to restrict or limit the breadth of such coverage.

The limits of insurance stated in this Exhibit for each type of insurance are minimum limits only; in the event MANUFACTURER's policies or the policies of MANUFACTURERS of all tiers provides greater limits, then the additional insureds shall be entitled to, or to share in, the full limits of such policy, and this Exhibit shall be deemed to require such full limits.

- **Notice to Insurers**

MANUFACTURERS of all tiers are responsible for notifying their insurance carriers in the event of a loss or potential loss involving coverage for the additional insureds. However, this does not prohibit any additional insured from reporting a claim directly to any MANUFACTURER's insurance carriers.

- **Deductibles/Denial of Claims**

MANUFACTURER shall be responsible, at no additional cost to Contractor, for the payment of any deductibles or SIR in connection with the insurance coverages required by this Exhibit, both for itself and all additional insureds. The deductible or SIR shall not exceed \$25,000. MANUFACTURER shall be responsible for any loss arising out of coverage denial by any insurance carrier. MANUFACTURER may not procure policies that limit who may pay the SIR or deductible; rather, any SIR shall be payable by either the MANUFACTURER or Contractor and MANUFACTURER may

not have a policy that prevents Contractor from accessing or triggering coverage unless the SIR is paid by the MANUFACTURER.

MANUFACTURER shall also ensure that similar conditions are incorporated into all subcontracts. In the event that Contractor elects to pay any deductible and/or SIR to access any insurance policy, MANUFACTURER shall promptly reimburse Contractor for such payment.

- **CCIP Exclusion Limitation**

The insurance required to be provided by a MANUFACTURER pursuant to this Exhibit shall not contain any exclusion or limitation of coverage for any insured because a CCIP has been provided for this Project, except to the extent that coverage is provided by the CCIP Insurance Policies.

- **No Limitation**

The insurance requirements set forth and the coverage maintained by MANUFACTURER shall not limit any of MANUFACTURER's indemnity obligations or other liabilities under the Subcontract or Agreement.

- **Severability of Interests (Cross Liability)**

All insurance required by this Exhibit (excluding only Workers Compensation Insurance and Professional Liability Insurance) shall include a provision or be endorsed to provide that, inasmuch as the policy is written to cover more than one insured, all terms, conditions, insuring agreements and endorsements, with the exception of limits of liability, shall operate in the same manner as if there were a separate policy covering each insured. No cross liability exclusions are permitted and there may not be any restrictions in any policies that limit coverage for a claim brought by an additional insured against a named insured. Also, there shall not be any provision in any insurance policy which excludes or conditions coverage on the existence of a contract or other agreement requiring insurance.

- **Claims Made Policies**

Except for Professional Liability, Contractor's Pollution Liability, and Environmental and Asbestos Insurance, claims made policies are not acceptable. Those policies permitted to be on a claims made basis shall be effective (retroactively, if applicable) from the date of commencement of all activities in connection with the work until six (6) years after final completion of the Project or the expiration of the applicable statute of repose of the State in which the Project is located (whichever is greater/longer).

- **Effect of Specified Coverages**

In specifying minimum requirements in this Exhibit, Bond Brothers, Inc. does not assert or recommend this insurance as adequate to MANUFACTURER's business requirements. MANUFACTURER is solely responsible to inform itself of types of insurance it may need beyond these minimum requirements to protect itself from loss, damage or liability. Failure of the MANUFACTURER to identify deficiencies in any insurance provided hereunder shall not relieve MANUFACTURER from any insurance obligations.

- **Breach of Insurance Requirements**

MANUFACTURER's failure to obtain and maintain insurance coverage required by this Exhibit shall constitute a material breach of the Contract. In such event Contractor may at its option: (1) terminate the MANUFACTURER for default; or (2) purchase such coverage and back charge the premium and associated costs to MANUFACTURER; or (3) at their respective option, Bond Brothers, Inc. and/or an additional insured can require the MANUFACTURER to pay for attorneys' fees, expenses, damages and liability as a result of any claim or lawsuit to the extent coverage

would have been provided to them under MANUFACTURER's insurance but for MANUFACTURER's breach. Bond Brothers, Inc. has the right to back-charge MANUFACTURER for such sums. Furthermore, to the extent of their respective interest, the Insurers of those entities that were to be included as additional insureds are deemed to be third-party beneficiaries of the insurance procurement obligation.

- **No Waiver of Insurance Requirements**

IT IS EXPRESSLY AGREED BETWEEN BOND BROTHERS, INC. AND THE MANUFACTURER THAT THE FAILURE OF CONTRACTOR TO REQUIRE OR VERIFY COMPLETE AND TIMELY PERFORMANCE OF THE MANUFACTURER'S OBLIGATIONS UNDER THE SUBCONTRACT OR AGREEMENT SHALL NOT BE A WAIVER BY CONTRACTOR OF ANY RIGHT OF CONTRACTOR TO REQUIRE THE MANUFACTURER TO COMPLY WITH THESE INSURANCE REQUIREMENTS AND/OR TO SEEK DAMAGES BECAUSE OF MANUFACTURER'S FAILURE TO COMPLY WITH THE INSURANCE REQUIREMENTS REQUIRED HEREUNDER.



UNIVERSITY OF CONNECTICUT

STORRS, CT- Boiler Plant Equipment Replacement Phase 1 & 2 Project # 300151
RFQ for Equipment Manufacturers - PART TWO

Sample Certificate of Insurance
CERTIFICATE OF LIABILITY INSURANCE
ACORD
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).



UNIVERSITY OF CONNECTICUT

STORRS, CT- Boiler Plant Equipment Replacement Phase 1 & 2 Project # 300151
RFQ for Equipment Manufacturers – PART TWO

Firm Name: _____

SCHEDULE P – STATE OF CONNECTICUT PUBLIC WORK QUESTIONNAIRE:

Because the University is a state agency, answers to the following questions must be obtained from the prospective trade contractors **that are applying for prequalification for packages (or sub packages)**, you must ask the firms to provide answers to the questions below. From the answers provided, you must consult with the University if you receive any affirmative answers.

- a) Has your firm, your parent company, your subsidiaries or your affiliates, any officer or partner, or any member of management ever had a conviction or entry of a plea of guilty or nolo contendere for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract? (Connecticut General Statute 31-57c) **YES / NO.**
If **YES**, provide details/additional information on a separate sheet of paper
- b) Has your firm, your parent company, your subsidiaries or your affiliates, any officer or partner, or any member of management ever had a conviction or entry of a plea of guilty or nolo contendere under state or federal law for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which affects responsibility as a contractor? (Connecticut General Statute 31-57c) **YES / NO.** If **YES**, provide details/additional information on a separate sheet of paper
- c) Has your firm, your parent company, your subsidiaries or your affiliates, any officer or partner, or any member of management ever had a conviction or entry of a plea of guilty or nolo contendere under state or federal antitrust, collusion or conspiracy statutes arising out of the submission of bids or proposals? (Connecticut General Statute 31-57c) **YES / NO**
If **YES**, provide details/additional information on a separate sheet of paper.
- d) Has your firm, your parent company, your subsidiaries or your affiliates, any officer or partner, or any member of management ever been cited for noncompliance with contract provisions on a public project, of a character regarded by the awarding authority to be of such gravity as to indicate a lack of responsibility to perform as a state contractor, including deliberate failure, without good cause, to perform in accordance with specifications or time limits provided in a contract? **YES / NO.** If **YES**, provide details/additional information on a separate sheet of paper
- e) Has your firm, your parent company, your subsidiaries or your affiliates, any officer or partner, or any member of management ever been cited for three or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act during the three (3) year period preceding the date of this Application, provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970 and which were not abated within the time fixed by the citation and which citation has not been set aside following appeal to the appropriate agency or court having jurisdiction? (Connecticut General Statute 31-57b) **YES / NO.** If **YES**, provide details/additional information on a separate sheet of paper

- f) Has your firm, your parent company, your subsidiaries or your affiliates, any officer or partner, or any member of management ever received one or more criminal convictions related to the injury or death of any employee in the three (3) year period preceding the date of this Application? (Connecticut General Statute 31-57b) **YES / NO**

If **YES**, provide details/additional information on a separate sheet of paper

- g) Has your firm, your parent company, your subsidiaries or your affiliates, any officer or partner, or any member of management ever had any instances within the past five (5) years in which your firm or any entity in which your firm has an interest, appeared on a list published by the State of Connecticut Labor Department of persons or firms who the Labor Department has found to have disregarded or violated your firm's obligations to employees and subcontractors on public works projects under Connecticut General Statutes 31-53 and 31-76c (i.e. payment of prevailing wages and overtime payments) or in which you have been barred from Federal government contracts in accordance with the provisions of the Davis Beacon Act, 40 U.S. C. 276a-2?. **YES / NO.**

If **YES**, describe in detail the circumstances of each violation, including but not limited to, the date and nature of the violation, the project on which the violation occurred, the source, if known, of any complaint giving rise to any Department of Labor investigation, the results of any such investigation, the penalty imposed or other action taken by the Department of Labor, any remedial action which was taken and any other resolution of any such complaint or violation. (Connecticut General Statute 31-53a) On the same sheet describe the policies and procedures that you would implement on this project to ensure that you will remain in compliance with the statutory wage rates and payment of wages as noted above.

- h) Has your firm, your parent company, your subsidiaries or your affiliates, any officer or partner, or any member of management ever had an instances other than those previously described in response to question the above questions, in which any complaint has been made to, or any investigation or inquiry has been conducted by, the State of Connecticut Department of Labor regarding any alleged non-compliance by your firm or by any subcontractors on your firm's previous projects, of any provision of Part III of Chapter 557 (Connecticut General Statutes Sections 31-52 through 31-57e, prevailing wage and other requirements) and Chapter 558 (Connecticut General Statutes Sections 31-58 through 31-761, minimum wage, overtime and other requirements) during the five (5) years preceding this Application. **YES / NO.**

If **YES**, describe in detail the circumstances of each violation, including but not limited to, the date and nature of the violation, the project on which the violation occurred, the source, the source, if known, of any complaint giving rise to any Department of Labor investigation, the results of any such investigation, the penalty imposed or other action taken by the Department of Labor, any remedial action which was taken and any other resolution of any such complaint or violation. On the same sheet of paper describe the policies and procedures that you would implement on this project to ensure that you will remain in compliance with the statutory wage rates and payment of wages as noted above.

- i) Has your firm, your parent company, your subsidiaries or your affiliates, any officer or partner, or any member of management ever been named on a current list compiled by the Connecticut Commission of Human Rights and Opportunities whom it has found to be in non-compliance with anti-discrimination or contract compliance statutes, or been the subject of any unabated or unexpired Notice of Non-Compliance issued by the

Commissioner, pursuant to Connecticut General Statute's Section 46a-56? **YES / NO.**
If **YES**, provide details/additional information on a separate sheet of paper

- j) Has your firm, your parent company, your subsidiaries or your affiliates, any officer or partner, or any member of management ever been issued, by the Connecticut Commission of Human Rights and Opportunities, pursuant to Connecticut General Statute's Section 46a-56 or any regulation, or a comparable agency of any other state pursuant to a statute or regulation of that state, any order as a result of non-compliance with statutory affirmative action or non-discrimination requirements/statutes. **YES / NO.**
If **YES**, provide details/additional information on a separate sheet of paper

- k) Has your firm, your parent company, your subsidiaries or your affiliates, any officer or partner, or any member of management ever been found by the Connecticut Department of Public Works, or another State Agency to be in violation of the subcontractor listing requirements or other provisions of Connecticut General Statutes Section 4b-95? **YES / NO.** If **YES**, provide details/additional information on a separate sheet of paper

- l) Has your firm, your parent company, your subsidiaries or your affiliates, any officer or partner, or any member of management ever been cited for or been the subject of a civil or criminal court proceeding alleging that your firm has violated the provisions of Connecticut General Statutes Sections 31-52 or 31-52a regarding providing preference to Connecticut citizens or residents in the construction of public buildings or works? **YES / NO.** If **YES**, provide details/additional information on a separate sheet of paper

- m) Has your firm, your parent company, your subsidiaries or your affiliates, any officer or partner, or any member of management ever been cited for or been the subject of a civil or criminal court proceeding alleging that your firm has violated the provisions of Connecticut General Statutes Sections 31-52 or 31-52a regarding providing preference to Connecticut citizens or residents in the construction of public buildings or works? **YES / NO**
If **YES**, provide details/additional information on a separate sheet of paper

- n) During the past five (5) years, does the Applicant have a satisfactory record of compliance with Connecticut General Statute's Sections 1-79 through 1-101, pertaining to Codes of Ethics for Public Officials and Lobbyists, including but not limited to Section 1-84, listing prohibited activities including the giving of "gifts", as defined therein, to public officials and employees? **YES / NO** If **NO**, provide details/additional information on a separate sheet of paper



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- o) Have there been any instances during the past five (5) years in which any complaint has been made to, or any investigation or inquiry has been conducted by the State of Connecticut Ethics Commission, or by any other State of Connecticut Agency or Department, regarding any alleged non-compliance by your firm, or anyone employed by your firm or acting in your firm's behalf, with Connecticut General Statutes Sections 1-79 through 1-101, pertaining to Codes of Ethics for Public Officials and Lobbyists, and particularly Section 1-84, listing prohibited activities including the giving of "gifts" as defined therein to public officials and employees? **YES / NO**

If **YES**, provide details/additional information on a separate sheet of paper) Has your firm ever had a conviction or entry of a plea of guilty or nolo contendere for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract? (Connecticut General Statute 31-57c) **YES / NO**



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RFQ for Equipment Manufacturers – PART TWO

Firm Name: _____

SCHEDULE Q – ETHICS FORMS AND NONDISCRIMINATION AFFADAVIT:

Sign and Return the following Forms:

1. Ethics Forms 1, 5, 6 and 7 (if applicable) must be signed by the same person who executes the Contract, Amendment or Letter Agreement.
2. All Ethics Forms must be signed and dated the same date as the Contract, Amendment or Letter Agreement.
3. Ethics Forms 1 and 5 must be notarized by a notary public
4. Nondiscrimination Affidavit



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a State contract with a value of \$50,000 or more, pursuant to C.G.S. §§ 4-250, 4-252(c) and 9-612(f)(2) and Governor Dannel P. Malloy's Executive Order 49.

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

- CHECK ONE:** Initial Certification 12 Month Anniversary Update (Multi-year contracts only.)
- Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "**Gift**" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other Principals, Key Personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after January 1, 2011, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(f)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(f)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after January 1, 2011 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(f)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

Lawful Campaign Contributions to Candidates for Statewide Public Office:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Lawful Campaign Contributions to Candidates for the General Assembly:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Contractor Name

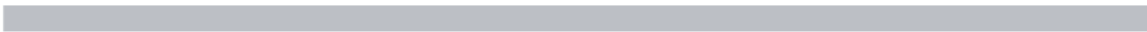
Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 20__.

Commissioner of the Superior Court (or Notary Public)

My Commission Expires





STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a bid or proposal for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b). For sole source or no bid contracts the form is submitted at time of contract execution.

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or contractor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. If the bidder or contractor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: _____]

I, the undersigned, hereby swear that I am a principal or key personnel of the bidder or contractor awarded a contract, as described in Connecticut General Statutes § 4a-81(b), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, except for the agreement listed below:

Form with fields for Consultant's Name and Title, Name of Firm (if applicable), Start Date, End Date, Cost, and Description of Services Provided.

Is the consultant a former State employee or former public official? [] YES [] NO

If YES: Name of Former State Agency Termination Date of Employment

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Form with fields for Printed Name of Bidder or Contractor, Signature of Principal or Key Personnel, Date, Printed Name (of above), and Awarding State Agency.

Sworn and subscribed before me on this _____ day of _____, 20__.

Commissioner of the Superior Court or Notary Public

My Commission Expires



STATE OF CONNECTICUT
AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

Written or electronic affirmation to accompany a large State construction or procurement contract, having a cost of more than \$500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq

INSTRUCTIONS:

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

CHECK ONE:

- I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
- I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
- I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.
- I am a contractor who has already filed an affirmation, but I am updating such affirmation either (i) no later than thirty (30) days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

IMPORTANT NOTE:

Within fifteen (15) days after the request of such agency, institution or quasi-public agency for such affirmation contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

AFFIRMATION:

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website.

Signature _____

Date _____

Printed Name _____

Title _____

Firm or Corporation (if applicable) _____

Street Address _____

City _____

State _____

Zip _____

Awarding State Agency _____



STATE OF CONNECTICUT

Written or electronic PDF copy of the written certification to accompany a large state contract pursuant to P.A. No. 13-162 (Prohibiting State Contracts With Entities Making Certain Investments In Iran)

Respondent Name: _____

INSTRUCTIONS:

- CHECK ONE: [] Initial Certification. [] Amendment or renewal.

A. Who must complete and submit this form. Effective October 1, 2013, this form must be submitted for any large state contract, as defined in section 4-250 of the Connecticut General Statutes. This form must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located.

Pursuant to P.A. No. 13-162, upon submission of a bid or prior to executing a large state contract, the certification portion of this form must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization whose principal place of business is located outside of the United States. United States subsidiaries of foreign corporations are exempt. For purposes of this form, a "foreign corporation" is one that is organized and incorporated outside the United States of America.

Check applicable box:

- [] Respondent's principal place of business is within the United States or Respondent is a United States subsidiary of a foreign corporation. Respondents who check this box are not required to complete the certification portion of this form, but must submit this form with its Invitation to Bid ("ITB"), Request for Proposal ("RFP") or contract package if there was no bid process. [] Respondent's principal place of business is outside the United States and it is not a United States subsidiary of a foreign corporation. CERTIFICATION required. Please complete the certification portion of this form and submit it with the ITB or RFP response or contract package if there was no bid process.

B. Additional definitions.

- 1) "Large state contract" has the same meaning as defined in section 4-250 of the Connecticut General Statutes; 2) "Respondent" means the person whose name is set forth at the beginning of this form; and 3) "State agency" and "quasi-public agency" have the same meanings as provided in section 1-79 of the Connecticut General Statutes.

C. Certification requirements.

No state agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract with any Respondent whose principal place of business is located outside the United States and is not a United States subsidiary of a foreign corporation unless the Respondent has submitted this certification.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Commissioner of the Superior Court, a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, am the official authorized to execute contracts on behalf of the Respondent. I certify that:

- [] Respondent has made no direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010. [] Respondent has either made direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Respondent Name _____

Printed Name of Authorized Official _____

Signature of Authorized Official _____

Subscribed and acknowledged before me this _____ day of _____, 20____.

Commissioner of the Superior Court (or Notary Public)

My Commission Expires _____

