NON COLLUSION AFFIDAVIT OF PRIME BIDDER

State of )

 ) ss.

County of )

 , being first duly sworn, deposes and say that:

 (1) He is of herein referred to as the “Bidder” that has submitted the attached bid;

(2) He is fully informed respecting the preparation and content of the attached Bid and of all pertinent circumstances respecting such Bid;

 (3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of New London, CT or any person interested in the proposed Contract; and

1. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including this affiant.

 (6) That no officer or employee or person whose salary is payable in whole or in part from the City of New London is directly or indirectly interested in this Bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

 Signed

 Title

Subscribed and sworn before me this

 day of 20

 (Notary Public)

My Commission expires

NCA/SC

Page 1 of 1

NON COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of )

 ) ss.

County of )

 , being first duly sworn, deposes and says that:

(1) He is of herein referred to as the “Subcontractor”;

(2) He is fully informed respecting the preparation and content of the Subcontractor’s Proposal submitted by the Subcontractor to , the Contractor for certain work in connection with the Contract pertaining to the Project in New London, Connecticut;

 (3) Such Subcontractor’s Proposal is genuine and is not a collusive or sham Bid;

1. Neither the said Subcontractors nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in said Subcontractor’s Proposal or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of New London, CT or any person interested in the proposed Contract; and
2. The price or prices quoted in the attached Subcontractor’s Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including this affiant.

 (6) That no officer or employee or person whose salary is payable in whole or in part from the City of New London is directly or indirectly interested in this Bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

 Signed

 Title

Subscribed and sworn before me this

 day of 20

 (Notary Public)

My Commission expires

SBQ

Page 1 of 2

Statement of Bidder’s Qualifications

All items and questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information it desires.

1. Name of Bidder

2. Bidder’s Tax Identification No.

3. Permanent main office address

4. When organized

5. If corporation, where incorporated

6. Number of years have you been engaged in the contracting business under your present firm or trade name

7. Contracts on hand: (Schedule these showing amount of each contract and the appropriate anticipated dates of completion)

8. General character of work performed by your company

9. Have you ever failed to complete any work awarded to you? If so, where and why?

10. Have you ever defaulted on a contract? If so, where and why?

11. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed (use a separate sheet if necessary)

12. List your major equipment available for this Contract

13. List your experience in work similar to this Project

SBQ

Page 2 of 2

14. List the background and experience of the principal members of your organization, including officers

15. List the work to be done by Subcontractors and summarize the dollar value of each Subcontract

16. Credit available $

17. Give Bank reference

18. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

19. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder’s Qualifications.

Dated

 (Name of Bidder)

 By

 Title

State of )

 ) ss.

County of )

 being duly sworn deposes and says that (s)he is

 of

 , and that the answers to the foregoing items and questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this

 day of 20

 (Notary Public)

My Commission expires

AFFIRMATIVE ACTION POLICY STATEMENT

**(must be submitted on your firm’s letterhead)**

 It has always been the policy and will continue to be the strong commitment of and all contractors and subcontractors who do business with this City to provide equal opportunities in employment to all qualified persons solely on the basis of job-related skills, ability and merit. will continue to take Affirmative Action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, ancestry, mental disorder (present or past history thereof), age, physical disability (but not limited to blindness), marital status, mental retardation, and criminal record. Such action includes, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship. , and its subcontractors will continue to make good faith efforts to comply with all federal and state laws and policies which speak to equal employment opportunity.

 The principles of Affirmative Action are addressed in the 13th, 14th, and 15th Amendments of the United States Constitution, Civil Rights Act of 1866, 1870, 1871, Equal Pay Act of 1963, Title VI and VII of - the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, amended by 11375, (nondiscrimination under federal contracts), Act I, Sections 1 and 20 of the Connecticut Constitution, Governor Grasso’s Executive Order Number 11, Governor O’Neill’s Executive Order Number 9, the Connecticut Fair Employment Practices Law (Sec. 46a-60-69) of the Connecticut General Statutes, Connecticut Code of Fair Practices (46a-70-81), Deprivation of Civil Rights (46a-58(a)(d)), Public Accommodations Law (46a-63-64), Discrimination against Criminal Offenders (46a-80), definition of Blind (46a-51(1)), definition of Physically Disabled (46a-51(15)), definition. of Mentally Retarded (46a-51(13)), cooperation with the Commission on Human Rights and Opportunities ( 46 - 77), Sexual Harassment (46a-60(a)-8), Connecticut Credit Discrimination Law (36-436 through 439), Title I of the State and Local Fiscal Assistance Act of 1972.

 This Affirmative Action Policy Statement re-affirms my personal commitment to the principles of Equal Employment Opportunity.

 \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 DATE Signature of Authorized Signer

EEO CERT

age 1 of 1

CERTIFICATION OF BIDDER REGARDING

EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 Part II, Section 203(b), (30 FR 12319, 12935). The implementing rules and regulations provide that any bidder or prospective contractor, or any of its proposed subcontractors, shall state whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder’s Name

Address and Zip Code

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity

Clause.

 Yes ( ) No ( ) If answer is yes, identify the most recent contract.

2. Compliance reports were required to be filed in connection with such contract or subcontract

 Yes ( ) No ( ) If answer is yes, identify the most recent contract.

3. Bidder has filed all compliance reports due under applicable instructions, including SF. 100.

 Yes ( ) No ( ) Not Required ( )

4. If answer to Item 3 is “No” please explain in detail on reverse side of this Certification.

Certification - The information above is true and complete to the best of my knowledge and belief. A willfully false statement is punishable by law (U.S. Code, Title 18, Section 1001).

 Name and Title of Signer (Please Type)

 Signature Date

CERTIFICATION OF NON-SEGREGATED FACILITIES

This Bidder certifies that he does not maintain or provide his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any locations, under his control, where segregated facilities are maintained. The Bidder agrees that a breach of his certification will be a violation of the Equal Opportunity clause and any Contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed Subcontractors prior to the award of Subcontracts exceeding $10,000 which are not exempt form the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have already submitted identical certifications for the specific time periods):

“Notice to prospective subcontractors of requirements for non-segregated facilities. A certification of non-segregated facilities must be submitted prior to the award of a subcontract exceeding the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semi-annually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. Paragraph 1001.

Date: By:

Official Address: Title:

# EXHIBIT C - QUALIFYING PROJECTS MATRIX

Bidder Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Qualifying Projects Matrix

Note: The project used to satisfy the minimum experience requirements set forth in Exhibit B of this RFQ/P shall be identified in line item No. 1 through 2 of this exhibit. Additional projects to satisfy the additional criteria shall be listed in line items No. 3 through 10 of this Exhibit. This Exhibit must be filled out in its entirety.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| No. | Project Title | State of CTProject #(if applicable) | Owner | Owner Point of ContactName/Phone # | Project Budget | Month/YearOf Occupancy |
| 1 |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |
| 4 |  |  |  |  |  |  |
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| 9 |  |  |  |  |  |  |
| 10 |  |  |  |  |  |  |

# EXHIBIT D – KEY PERSONNEL EXPERIENCE MATRIX

For Key Personnel listed in Section III, please place an “X” for those projects listed in the Qualifying Projects Matrix on which they worked. Only mark those projects in which the role they were in matches their role for this Project.

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Key Personnel | Firm | Role | Years in Role | Years with Firm | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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# EXHIBIT E – STAFFING MATRIX

Pre-Construction Staffing Matrix

| **Position** | **Name** | **Number of Hours** | **Hourly Rate** | **Total Price\*** | **Comments** |
| --- | --- | --- | --- | --- | --- |
| Projective Executive |  |  |  |  | Pre-Construction PT |
| Project Manager |  |  |  |  | Pre-Construction PT |
| BIM Coordinator |  |  |  |  | Pre-Construction PT |
| MEP Coordinator |  |  |  |  | Pre-Construction PT |
| Project Scheduler |  |  |  |  | IAW Exhibit M,Scheduling Requirements |
| Administrative Support |  |  |  |  |  |
| Other (please list): |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| **Total Price for Pre-Construction Staff** | **$** |

**\*All staff listed in this matrix are included in the Pre-Construction Fee.**

Construction Phase Staffing Matrix

All proposals must meet the minimum staffing requirements for the duration of construction.

| **Item Description** | **Name** | **General Conditions** | **Included in CM Fee** | **Number of Hours** | **Hourly Rate** | **Total Price\*** | **Comments** |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Operations Manager |  |  | X |  |  |  |  |
| Business Development Manager |  |  | X |  |  |  |   |
| Projective Executive |  | X |  |  |  |  | Construction PT |
| Project Manager |  | X |  |  |  |  | Construction FT |
| Project Superintendent (x2) |  | X |  |  |  |  | Construction FT |
|  |  |  |  |  |  |  |
| Project Engineer /Asst. Superintendent (x2) |  | X |  |  |  |  | Construction FT |
|  |  |  |  |  |  |  |
| BIM Coordinator |  | X |  |  |  |  | Construction PT |
| MEP Coordinator |  | X |  |  |  |  | Construction PT |
| Safety Officer |  | X |  |  |  |  | Construction PT |
| Administrative Support |  | X |  |  |  |  | Construction FT |
| Project Scheduler/Scheduling Consultant |  | X |  |  |  |  | IAW Exhibit MScheduling Standard |
| Purchasing Agent Corp. Office |  |  | X |  |  |  |   |
| Purch. Agent Admin. Support  |  |  | X |  |  |  |   |
| Admin support (Corp. Office) |  |  | X |  |  |  |   |
| Estimator |  |  | X |  |  |  |  Construction PT |
| Financial Manager |  |  | X |  |  |  |   |
| Finan./Cost Support Corp. Office) |  |  | X |  |  |  |  |
| Other Corp. Office Support Staff |  |  | X |  |  |  |   |
| Staff Training |  | X |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| **Total Price for General Conditions Staff** | **$** |

\*Only price general conditions staffing costs that are part of the stipulated lump sum amount for construction staffing. This total price should be included in the fee breakout in Exhibit F.

# EXHIBIT F - BID FORM

CM Firm \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fee and Compensation Structure for Pre-construction Phase Services

|  |  |  |
| --- | --- | --- |
| Description | Fixed Fee/Compensation(In Dollars) | By Percentage(of Construction Costs) |
| Pre-Construction Staffing Matrix Cost (from Exhibit E) | $ | % |
| Pre-Construction Fee  | $ |  % |
| Cost per month (i.e. if Pre-Con phase is 8 months total and Pre-con fee is $80,000 total, the per month cost equals $10,000) | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per month | Not Applicable |

Fee and Compensation Structure Construction Phase Services

|  |  |  |
| --- | --- | --- |
| Description | Fixed Fee/Compensation(In Dollars) | By Percentage(of Construction Costs) |
| Estimated Construction Costs (Direct Trade Work) | $ 62,750,000 |  100 % |
| Stipulated Sum Construction Staffing Cost (from Exhibit E) | $ | % |
| Stipulated Sum General Conditions Costs/Expenses | $  |  % |
| Construction Manager’s Fee | $  |  % |
| CM Contingency will be 3% when establishing GMP)  | $ 1,882,500 | 3 % |

# EXHIBIT G - CONSTRUCTION MANAGER TASK MATRIX

| **Item Description** | **Construction Manager** | **Supplied by Owner** | **Supplied by Trades** | **Comments** |
| --- | --- | --- | --- | --- |
| **Pre-Construction Services** |  |  |  |   |
| All BIM requirements  | X |  |  | Per Section II and Exhibit K, L, & M  |
| Cost Estimating | X |  |  |   |
| Value Engineering | X |  |  |   |
| Constructability Reviews | X |  |  |   |
| Schedule, with updates | X |  |  |   |
| Safety Plan | X |  |  |   |
| Purchasing/Buyout | X |  |  |   |
| Other (explain) | X |  |  |   |
| **Construction Services** |  |  |  |   |
| Projective Executive | X |  |  |  |
| Project Manager | X |  |  |  |
| Project Superintendent | X |  |  |  |
| Project Engineer /Asst. Superintendent | X |  |  |  |
| MEP Coordinator | X |  |  |    |
| Safety Officer | X |  |  |   |
| Administration Support | X |  |  |   |
| Purchasing Agent Corp.Office | X |  |  |   |
| Purch. Agent Admin. Support  | X |  |  |   |
| Admin support (Corp. Office) | X |  |  |   |
| Trav. & Out of Pocket expenses | X |  |  |   |
| Office mobilization | X |  |  |   |
| Field office rental | X |  |  |   |
| Field office installation / removal | X |  |  |   |
| Field office furniture | X |  |  |   |
| Field office cleaning | X |  |  |   |
| Owner workspace in field office | X |  |  |  |
| Shed &/or storage trailer | X |  |  |   |
| Furniture (other) | X |  |  |   |
| Stationary & supplies | X |  |  |   |
| Postage & Shipping | X |  |  |   |
| Office equipment | X |  |  |   |
| Jobsite copy machine | X |  |  |   |
| Computers | X |  |  |   |
| Internet Connection | X |  |  |   |
| Computer Software | X |  |  |   |
| Licensing Fees | X |  |  |   |
| On Site IT Support | X |  |  |   |
| Telephones | X |  |  |   |
| Fax lines | X |  |  |   |
| Comm. equipment / radios | X |  |  |   |
| Photocopying | X |  |  |   |
| Office utilities | X |  |  |   |
| Drinking water / coffee | X |  |  |   |
| Data processing / IT | X |  |  |   |
| First Aid supplies | X |  |  |   |
| Project vehicle | X |  |  |   |
| Project vehicle fuel | X |  |  |   |
| Project vehicle maintenance | X |  |  |   |
| Survey equipment & supplies |  |  | X |   |
| Project signage | X |  |  |   |
| Records storage | X |  |  |   |
| Reproduction costs for CM use | X |  |  |   |
| Progress photos | X |  |  |   |
| Safety Compliance material & labor |  |  | X |   |
| Staff Training | X |  |  |   |
| Building Perimeter Protection |  |  | X |   |
| Site fencing & gates |  |  | X |   |
| Construction fencing & gates |  |  | X |   |
| Ladders, ramps, & stairs |  |  | X |   |
| Building enclosures |  |  | X |   |
| Finish work protection |  |  | X |   |
| Dust partitions |  |  | X |   |
| Hygiene plan requirements |  |  | X |   |
| Water consumption |  |  | X |   |
| Electrical - Install & maintain |  |  | X |   |
| Electrical - consumption | X |  |  | Allowance – Electrical $150,000 |
| Heat - install & maintain |  |  | X |   |
| Heat - fuel consumption | X |  |  | Allowance – Heat $250,000  |
| Fire protection |  |  | X |   |
| Watchmen / Security services | X |  |  | Allowance-$100,000 |
| Roads - install & maintain |  |  | X |   |
| Barricades |  |  | X |   |
| Traffic control |  |  | X |   |
| Mud & dust control |  |  | X |  |
| Mud pads @ exits |  |  | X |  |
| Wheel wash stations |  |  | X |  |
| Parking |  |  | X |   |
| Temporary elevator service |  |  | X |   |
| Personnel & material hoisting |  |  | X |   |
| Building Permit fee |  | X |  |  |
| General & excess liability insurance | X |  |  |   |
| Builder's Risk insurance |  | X |  |   |
| Contract Document printing | X |  |  |   |
| Shop Drawing printing |  |  | X |   |
| Legal Surveys |  | X |  |   |
| Field Engineering services |  |  | X |   |
| Pest control | X |  |  |   |
| Special Inspection services |  | X |  |   |
| Advertising expenses | X |  |  |  Allowance - $10,000 |
| Trash dumpster rental & removal |  |  | X |   |
| Trash dumpster tipping fee |  |  | X |   |
| Trash chutes & hoppers |  |  | X |   |
| Final clean up & window wash |  |  | X |   |
| Winter protection |  |  | X |   |
| General weather protection |  |  | X |   |
| Snow Removal |  |  | X |   |
| Maintenance of Silt Barriers |  |  | X |   |
| Web Site start up |  |  | X |   |
| Web Site maintenance |  |  | X |   |
| Payment & Performance Bond | X |  |  | For CM. Trades pay for their own.  |

Note: The intent of this form is only to be used as a general guideline. Full scope of services required may not be noted and/or limited to items listed.

# EXHIBIT J – ACCEPTANCE OF CONTACT TERMS

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* as a condition of satisfying the minimum requirements of that certain document entitled “REQUEST FOR QUALIFICATIONS/PROPOSALS for Construction Management at Risk Services for The New London High School Campus – New Project (State # MAG/N -0950090) hereby accepts the terms and conditions of the contract included and attached to said document as Exhibit J, **without** exception.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name