

**REQUEST FOR QUALIFICATIONS/PROPOSALS**

Architectural Services

for

New London High School Campus - New Project

State Project # TMP – 095-FHKN

Issue date: April 10, 2015

Pre-proposal meeting: April 17, 2015

Written Responses Due: May 1, 2015

QUESTIONS: Should be directed to Diana McNeil, Senior Project Manager in writing via e-mail dmcneil@CREC.org. No questions will be accepted after April 24, 2015, 12:00 p.m.

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### INVITATION TO SUBMIT

The City of New London (“Owner”) will be accepting qualifications / proposals from architectural firms to provide services for, in part, the preparation of construction documents for the New London High School Campus project.

Submittals should be addressed to:

Diana McNeil, AIA, LEED AP

New London Program Manager

Owner Purchasing Office

13 Masonic Street

New London, CT 06320

All qualifications and proposals shall be delivered by the time and date on the cover of this Request for Qualifications/Proposals (the “RFQ/P”). Any late submissions shall be rejected.

The documents included as part of this RFQ/P are as follows:

1. Equal Opportunity Employment Forms included in Section IX hereof; and
2. Exhibits A though I attached hereto and made a part hereof.

### PROJECT DESCRIPTION

The purpose of this project is to meet the programmatic requirements per the Educational Specifications, a copy of which Educational Specifications is attached hereto as Exhibit I and made a part hereof, and general guidelines given in this document. It is the desire of Owner and the Board of Education (BOE), to construct a state of the art educational facility that provides environments conducive to a higher level of learning thru expression of the magnet themes housed within it.

Estimated costs for this project, per EDO49 are as follows:

Project Costs $ 98,026,000

Construction Costs $ 73,396,000

Furniture, Fixtures and Equipment $ 6,500,000

On behalf of Owner as its Program Manager, CREC Construction Services is issuing this RFQ/P with the intent to hire a qualified Architectural firm that will provide a high level of architectural design as required for the above mentioned project.

Phasing of the project is yet to be determined, however it is anticipated that the format below will be followed.

* Construction;
* Furniture, Fixtures and Equipment;
* Abatement; and
* Demolition.

The project’s schedule is tentatively outlined as follows:

* Programming June 2015 - July 2015
* Design and local/State approvals August 2015 – January 2017
* Dept. of Admin. Services approval February 2017 – April 2017
* Bidding and award May 2017 – June 2017
* Construction July 2017 – April 2020
* Furniture, fixtures and equipment May 2020 – July 2020
* Abatement July 2020
* Demolition August 2020
* Close-out September 2020 – August 2021

Please note that location for the new school is on the site of the existing educational facility being renovated as part the project, which facility will be used for swing space during project construction.

### INSTRUCTIONS TO BIDDERS

There will be a pre-proposal meeting followed by a site walk-thru on April 17 2015 at 11:30am. The meeting is at the Science and Technology Magnet High School Lecture Hall, located at 490 Jefferson Avenue, New London, CT 06320.

### SCOPE OF SERVICES

The goal is to construct a facility that meets all educational programmatic requirements. The respondent will be required to develop the designs, specifications, modeling, analyses, and other associated documentation necessary to qualify for the LEED Silver equivalency under the new LEED 2009 for Schools, New Construction and Major Renovations Rating System, emphasizing reducing operational cost. The Owner will decide to register the project (or not) with the U.S. Green Building Council, in the early stages of design.

Architectural services include, but are not limited to the following:

* Meeting with Owner and BOE staff to determine programmatic requirements.
* Developing concepts and design alternatives that satisfy the educational program requirements and comply with all applicable codes.
* Development of schematic drawings and narrative of systems, necessary to communicate the scope and intent of the work to the Building Committee, City Council, sub Committees, neighborhood groups, etc., as necessary. Design team should be prepared to present multiple building designs for the initial review during the schematic design phase. Presentation materials will include floor plans, elevations, 3d perspectives/renderings and models, and site plans.
* Issue Schematic Design drawings along with an independent professional cost estimate, for verification of budget and program.
* The design team will go through estimate reconciliation exercises at the end of each design phase with the construction manager.
* Collaborative work with commissioning agent in the production and implementation of the Basis of Design (BOD).
* Developing the plans and coordination of this project using Building Information Modeling (BIM) as described below.
* Issue Design Development drawings along with an independent professional cost estimate for verification of budget and program. This shall include comprehensive energy modeling using DOE2 program or equivalent that will show calculations for all building loads in kWh, peak demand (kW), based in a per hour format (hour per hour, day per day, month per month).
* Issue Construction documents, ready for bidding, along with an independent professional cost estimate for verification of budget and program.
* Design shall include a comprehensive building security system that meets the latest school security standards.
* Explore and evaluate alternative energy systems, to reduce direct operational cost savings (e.g. geo-thermal, photo voltaic systems). Must coordinate all effort with facility and operational personnel.
* Design and management of the FF&E process. Including but not limited to preparation FF&E bid documents, approval thru the PCT process, bidding of FF&E, analysis of bid results, recommendations to the Owner, ordering, scheduling of deliveries, oversight of installation, punch list and approval of payments.
* Provide existing FF&E inventory, including reconditioning guidelines, redistribution and/or disposal
* Development and documentation of the Maintenance and Operation Plan for the project facilities, including maintenance schedules, guidelines and qualifications for repair and maintenance by system’s technicians, etc.
* Bidding and construction administration services.
* The fee proposal submitted shall include the cost of all disciplines required to design and oversee all phases of the work, as necessary to provide a high quality facility, including, but not limited to:
  + Multiple preliminary designs, as necessary
  + Unlimited color renderings, 3d and other presentation materials
  + Coordination with Owner’s facility and operational staff, as necessary
  + Geotechnical services
  + Environmental (Hazardous Building Materials Investigation, Phase 1 Environmental Site Assessment, and limited Phase II Environmental Site Assessment)
  + Mechanical and electrical engineering
  + Fire protection engineering
  + Structural engineering
  + Civil engineering
  + Surveying services
  + Landscape architecture
  + Interior design
  + Telecommunications/data design
  + Security system design
  + Food service design consultant
  + Special inspections, as required
  + Acoustical consultant, as required by design
  + Traffic report, if necessary
  + Other specialty consultants, as necessary to design and build a code compliant facility that meets programmatic needs.
  + Insurance limits as described in the RFQ/P.
  + Record Construction Documents
  + As-built drawings

#### Building Information Modeling

##### Requirements for model use during design and construction

These requirements are consistent for BIM implemented projects, and include the following:

* **Programming**: Models support the programmatic requirements for the project, shown in plan.
* **Energy modeling**: Models shall be of a minimum level of development to support energy modeling requirements for the State of Connecticut and requirements for LEED certification, if required for the project.
* **Visualization**: Models shall be of a level of development to support a three dimensional illustration of the organizational and spatial relationship of the occupied spaces.
* **Coordination**: Models shall be able to support the review of conflicts, clearances and “clashes” through evaluation software utilized by the design team and/or construction manager, or as selected by the owner.

##### Fundamental LOD Definitions

|  |  |
| --- | --- |
| **LOD 100** | The Model Element may be graphically represented in the Model with a symbol or other generic representation, but does not satisfy the requirements for LOD 200. Information related to the Model Element (i.e. cost per square foot, tonnage of HVAC, etc.) can be derived from other Model Elements. |
| **LOD 200** | The Model Element is graphically represented within the Model as a generic system, object, or assembly with approximate quantities, size, shape, location, and orientation. Non-graphic information may also be attached to the Model Element. |
| **LOD 300** | The Model Element is graphically represented within the Model as a specific system, object or assembly in terms of quantity, size, shape, location, and orientation. Non-graphic information may also be attached to the Model Element. |
| **LOD 350** | The Model Element is graphically represented within the Model as a specific system, object, or assembly in terms of quantity, size, shape, orientation, and interfaces with other building systems. Non-graphic information may also be attached to the Model Element. |
|  |  |
|  |  |

##### While it will be upon the architect to define fully the Model Element table found in the AIA G202 Protocol for Building Information Modeling, it will be expected that most, if not all model elements will be designed to level 300 or 350 for the Construction Documents phase.

#### Project Deliverables

Construction Documents, consisting of drawings and specifications, with all additional technical data (calculations, suggested manufacturers’ products, photographs, etc.) complete and ready for bidding. Provide electronic copies of all documentation and in compliance with AIA contracts.

**The architect and applicable consultants are required to lead the program development efforts, including meetings with user groups and key staff, as required to completion.**

**Additional meetings with Owner, facilities staff, Building Committee members, progress presentations, etc. will be required, at various locations in New London.**

### TIMELINE OF THE RFQ/P PROCESS

The following timeline will be followed:

RFQ/P available electronically April 10, 2015

Pre-proposal meeting April 17, 2015 at 11:30 am

Proposals due May 1, 2015

Review of Submissions May 2015

Shortlist and interviews May 15, 2015

Firm selection June 2015

### WRITTEN PROPOSAL

Firms are required to submit **six (6) paper and (1) electronic copies of their qualifications and one (1) copy of their fee in a separate sealed envelope**, to the attention of: Diana I. McNeil, AIA, LEED AP, New London Program Manager, Owner Purchasing Office, 13 Masonic Street, New London, CT 06320.

##### The submission must be organized with the following sections:

1. Minimum Requirements – This section will determine if a proposer will proceed further in the selection process (see Section VII Selection).
2. In this section the proposer will include a completed Exhibit “E”;

Note: please refer to the minimum project requirements in Exhibit “C”;

1. Copy of the firms Connecticut architect license;
2. Original signed Insurance Document (see section X);
3. Signed acknowledgement of the firm’s acceptance of the Contract terms (Exhibit G) as identified in Section VI, sub-paragraph 10 “Contract”. A copy of the Contract is attached hereto as Exhibit H.;
4. Signed acknowledgement of the firm’s agreement to hold their fee until August 31, 2015. A copy of such acknowledgement is attached hereto as Exhibit F.; and
5. Sign copies of the Owner equal opportunity employments forms, which forms are included in Section IX and consist of the following: (i) Non Collusion Affidavit of Prime Bidder; (ii) Non Collusion Affidavit of Subcontractor; (iii) Statement of Bidder’s Qualification; (iv) Affirmative Action Policy Statement; (v) Certification of Bidder Regarding Equal Employment Opportunity; and (vi) Certification of Non-Segregated Facilities.

Absence of any of the above minimum requirements will deem the qualifications proposal incomplete, which will result in the qualifications proposal being rejected and the fee proposal being returned unopened.

1. Cover Letter (no more than one page) – Indicate your firm’s commitment to the project and how it will meet or exceed the Owner’s expectations. Specifically, describe how your firm will maintain consistent leadership throughout the design and construction of the project, and how it will meet the requirements set forth in this RFQ/P with regards to budget and schedule.
2. Project Team / Organization / Experience (no more than three pages not including resumes or consultant’s information) – Indicate how your firm will staff this project. Provide the resumes for each member (no more than one page each) of the team that will be assigned to this project. Indicate what each team member’s role and responsibilities will be, for this project. Describe each team member’s experience with public school construction in Connecticut. Indicate each member’s time commitment to this project. It is a requirement of this submission that the assigned staff members remain involved from initial design to construction completion. Your response must include all the consultants (1 page for each consultant) you intend to hire for this project, including but not limited to civil, landscape architecture, structural, mechanical, electrical, fire protection, technology, security, hardware, food services, acoustical, etc. and your experience working with each consultant.
3. Programming Phase (no more than one page) – In this section, explain how your firm will work with both BOE and Owner to develop the program, based on the Educational Specifications. Demonstrate your leadership and experience in managing this process effectively, so the design schedule is maintained.
4. Schedule (no more than one page) – In this section, demonstrate your firm’s approach to scheduling the critical path tasks necessary to deliver a final set of Bid Construction Documents. Describe your firm’s knowledge and experience with the State of Connecticut Department of Administrative Services, Bureau of School Construction process, in particularly with the required PREP, PCT and Change Order processes. Indicate your knowledge and understanding of the various agencies approval process, and how the leadership provided by your firm will ensure that deadlines will be met. Demonstrate how your firm will meet the design schedules and deadlines provided in this RFQ/P for this project.
5. SD/DD/CD (no more than one page) - In this section, demonstrate how your firm will successfully manage the design process to ensure the project is designed within the project’s construction budget, indicated in the EDO49 and as set forth in Section II hereof. It will be the architect’s responsibility and goal to maintain the design on budget, from the beginning of the design process and to avoid time consuming value engineering efforts, during the design development and/or construction document phases.

An important requirement is for a principal of the architectural firm to be actively involved in this project. Architectural firms must demonstrate experience, within the last five years, in designing buildings of similar budget, scope, complexity and scheduling constraints as this project.

1. Change Orders (no more than one page) – Provide information regarding your approach to the change order process, and your firm’s experience on previous school building projects, in managing this process effectively. Describe the methodology that your firm will use to minimize the number of change orders, in particular potential re-work and non-reimbursable costs.
2. Operational Cost Reduction (no more than two pages) – Describe how your firm will design the building to optimize operational costs. Provide examples of materials, systems, and/or designs that were used on other projects, designed by your firm, and what the estimated and or actual operational cost savings of the proposed design was. If a proposed design was not implemented in a project, explain the rational behind it and the projected savings.
3. Building Information Modeling (BIM)(no more than one page) – Provide specific information of your firm’s experience with BIM, how long has the firm utilized the technology, in what phases of design and at what BIM level. List the projects that your firm has used this technology for, and explain how your firm coordinate/share information with the construction manager. In addition, provide examples of BIM coordination experience among project design team members (e.g. MEP engineering, Structural engineering, etc.) and the commissioning agent as part of Enhanced Commissioning Services.
4. Contract – The successful respondent will be required to execute the attached contract AIA Document B101 2007, as amended by Owner. In addition to the B101 2007 contract the successful firm will be expected to comply with CGS Sec. 10-290e Services agreements Requirements Prohibitions (see Exhibit A). By submitting a proposal, a respondent agrees to all the terms and conditions of the attached contract. A respondent may not take exception to the agreement. Any changes and/or amendments to that contract form will be at the sole discretion of Owner without adjustment to fee.

Firm’s Fee Proposal –To be submitted in a separate sealed envelope.

### SELECTION

Selection will be made after an evaluation of the firm’s proposal, confirming fulfillment of the minimum requirements, and the criteria identified above, and verification of the respondent’s firm ability to meet all the requirements of the RFQ/P.

Selection criteria:

1. Written and electronic submissions conforming to the requirements set forth in Section VI of this RFQ/P;
2. Primary firm must be a licensed architectural firm in the State of Connecticut;
3. Firm must meet the minimum requirements of the project, as identified in Exhibit C of this document.
4. Firm must have at least one principal of the firm dedicated to the oversight of the design and construction administration of the project;
5. Qualifications of the design team, particularly each member’s experience with public school construction in Connecticut.
6. Qualifications and experience of consultants intended to be hired by submitting firm (civil, structural, mechanical, electrical, etc.). Elaborate on the submitting firm’s experience working with each consultant.
7. Experience planning/designing and managing construction of sustainable facilities.
8. Experience planning/designing:
   1. High Schools
   2. Magnet Schools
   3. Oher relevant facilities.
9. List of References.

Neither Owner nor any of their respective officers, directors, employees or authorized agents shall be liable for any claims or damages resulting from the selection, non-selection or rejection of any proposal submitted in response to this RFQ/P.

##### Selection Process

Selection will proceed in a four-step process consistent with the State of Connecticut, Department of Administrative Services P.A 08-169.

Step One: Submitted Qualifications Statements will be reviewed for adherence to the minimum requirements. If all of the minimum requirements are satisfied, the qualification package will move to the next step. If the minimum qualifications are not met, the fee proposal will be returned, un-opened.

Step Two: Submitted Qualifications Statements will be reviewed and evaluated against Section VI of this RFQ/P and scored appropriately.

Step Three: The Fee’s will be opened, evaluated, and incorporated into the qualification score matrix.

Step Four: Firms will be shortlisted and interviewed, out of a pool of not more than four (4) qualified respondents. Should the firms interviewed not satisfy Owner’s requirements, additional firms will be interviewed. The interview process will be graded and end with the selection of a finalist.

Owner reserves their rights to modify the above process should Owner consider it to serve the best interests of the project, and or maintain consistency with the State of

Connecticut, Department of Administrative Services P.A 08-169.

### GENERAL TERMS AND CONDITIONS

The prospective respondent must adhere to the following terms and conditions, as required in their response to this RFQ/P.

* 1. Acceptance or Rejection by Owner– Owner reserves the right to accept and/or reject any or all responses submitted for consideration, if it serves the best interests of Owner. Respondents whose proposals are not accepted will be notified in writing.
  2. Ownership of Documents – All qualification statements submitted in response to this RFQ/P are to be the sole property of Owner, and subject to the provisions of Section 1-19 of the Connecticut General Statutes (re: Freedom of Information).
  3. Ownership of Subsequent Products – Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFQ/P, will be considered the sole property of Owner, unless stated otherwise in the RFQ/P or the contract.
  4. Timing and Sequence – Timing and sequencing of events resulting from the issuance of this RFQ/P will ultimately be determined by Owner.
  5. Oral Agreements – Any alleged oral agreement or arrangement made by a respondent, with any agency or employee will be superseded by the written agreement.
  6. Amending or Canceling Requests – Owner reserves the right to amend or cancel this RFQ/P prior to the due date and time, if it is in the best interest of Owner to do so.
  7. Rejection for Default or Misrepresentation – Owner reserves the right to reject the proposal of the consultant that is in default of any prior contract or for misrepresentation.
  8. Clerical Errors in Awards – Owner reserves the right to correct inaccurate awards resulting from clerical errors.
  9. Rejection of Submission – Submissions will be rejected in whole or in part if the respondent limits or modifies any of the terms and conditions and/or requirements of the RFQ/P.
  10. Changes to Submissions– No additions or changes to the original RFQ/P will be allowed after submittal.
  11. Contract Requirements – A formal agreement will be entered into with the firm selected, as described in this RFQ/P. The contents of the response submitted by the successful respondent, and the RFQ/P will become part of the contract awarded.
  12. Rights Reserved to Owner– Owner reserves the right to award in part, to reject any and all responses, in whole or in part, and to waive technical defects, irregularities and omissions if, in Owner’s judgment, the best interests of Owner will be served.
  13. Withdrawal of Submission – Negligence on the part of the respondent in preparing the RFQ/P confers no right of withdrawal after the deadline for the submission’s acceptace.
  14. Assigning, Transferring of Agreement – The successful respondent is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the agreement, its rights, title or interest therein or its power to execute such agreement to any other person, company, or corporation without the prior consent and approval in writing by Owner.
  15. Cost of Preparing RFQ/P – Owner shall not be responsible for any expenses incurred by the firm in preparing and responding to this RFQ/P. The RFQ/P response shall provide a straightforward, concise delineation of the firm’s capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
  16. Definition of Terms – For the purpose of this RFQ/P, whenever the word “respondent” appears, it shall refer to “Architect” and whenever the word “Architect” appears, it shall refer to “respondent.”

### EQUAL OPPORTUNITY EMPLOYMENT FORMS

All firms are required to complete, sign and submit the following forms included in this Section as part of the firm’s qualification proposal: (i) Non Collusion Affidavit of Prime Bidder; (ii) Non Collusion Affidavit of Subcontractor; (iii) Statement of Bidder’s Qualification; (iv) Affirmative Action Policy Statement; (v) Certification of Bidder Regarding Equal Employment Opportunity; and (vi) Certification of Non-Segregated Facilities.

## 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

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## 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

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## 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

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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

Page 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, timeclocks, 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:

### INSURANCE REQUIREMENTS

#### Indemnity Clause

In connection with this project, a successful firm awarded the Contract shall be required to indemnify the Owner in accordance with Section 10.8 of the Contract.

#### Owner’s Insurance Requirements

All service providers, contractors and vendors are required to provide proof of the required insurance coverage before entering the premises or commencing any work at any Owner facility. Service providers, contractors and vendors must obtain, at their own expense, all the insurance required here from an insurance company A.M. Best rated as “A-VII” or better, and acceptable evidence of such insurance must be properly furnished to, and approved by, Owner.

Owner also requires that they be named as an additional insured on your general liability policy (ies). Your general liability policy must be specifically endorsed with ISO Endorsement CG 20 10 (or equivalent) *or* ISO Endorsement CG 20 26 (or equivalent), *and* ISO Endorsement CG 20 37 (or equivalent). Where these forms require a description of locations or projects, enter "All Owner locations or projects." These form numbers must be specifically referenced on the certificate of insurance, and copies of these endorsements naming Owner as additional insured must be furnished with the required certificate of insurance. If your insurance company uses a different form to provide Owner with additional insured status on your policies, copies must be provided in advance with the insurance certificate for review and approval by Owner.

The amounts of insurance available to Owner as additional insured must be equal to the full policy limits carried by the contractor or vendor, including primary and excess (umbrella) liability policies or the amounts specified below, whichever is greater. Coverage provided under excess or umbrella policies must be at least as broad as that found in required underlying policies. All coverage must be primary and noncontributory as to Owner.

The proper name for the entity to be named as additional insured is: “City of New London, and/or related or affiliated entities.”

Evidence of compliance with these requirements is with the ACCORD form 25, “Certificate of Liability Insurance”, plus copies of any required additional insured endorsements. Certificates should be sent to: **City of New London,** Paul Gills, Risk Manager, 13 Masonic Street, New London, CT 06320 Email: PGills @ci.New-London.CT.US

Current insurance certificates must be furnished to Owner at all times. Replacement certificates must be furnished ten (10) days *prior to the expiration or replacement* of referenced policies.

Owner reserves the right to make commercially reasonable changes in these requirements during the term of any work or project.

|  |  |
| --- | --- |
|  | **Independent Contractor**  **(Major projects or engagements)** |
| **Commercial**  **General**  **Liability** | $1,000,000 per occurrence  $2,000,000 aggregate bodily injury/property damage  $1,000,000 Personal and Advertising Injury  $2,000,000 Products-Completed operations aggregate  The CGL policy must include coverage for:   * liability from premises and operations. * liability from products or completed operations. * liability from actions of independent contractors. * liability assumed by contract. |
| **Conditions** | All coverage provided to Owner under this section must be primary and non-contributory with any other insurance available to Owner. Owner must be specifically named as “additional insured” on your CGL policy with ISO form CG 20 10 or CG 20 26 or equivalent acceptable to Owner. Owner must *also* be named as “additional insured” for Products/Completed Operations on your CGL policy with form CG 20 37 or equivalent acceptable to Owner.  Any Aggregate limit must apply per job/project. The CITY requires that these aggregate limits be maintained by the CONSULTANT as required. It is the responsibility of the CONSULTANT or his representative to notify the CITY if ever or whenever claims reduce the General Aggregate below $1,000,000.  Products/completed operations must be carried for 2 years after completion of job/acceptance by owner. |
| **Automobile**  **Liability** | $1,000,000 each accident  $2,000,000 aggregate for bodily injury/property damage, including hired owned &non-owned vehicles.  Limits carried must be sufficient to satisfy required underlying limits for the umbrella policy (see below). |
| **Umbrella**  **Liability** | $5,000,000  Limits must be excess over underlying limits described above. All coverage provided to Owner under this section must be at least as broad as that found in the underlying policies, and must be primary and non-contributory with any other insurance available to Owner. |
| **Workers'**  **Compensation** | Liability meeting statutory limits mandated by the state and Federal laws with minimum limits of:  $500,000 each accident for bodily injury by accident  $500,000 each employee for bodily injury by disease  $500,000 policy limit for bodily injury by disease  Limits carried must be sufficient to satisfy required underlying limits for the umbrella policy (see below). |
| **Employers**  **Liability** | $500,000  each accident  Limits carried must be sufficient to satisfy required underlying limits for the umbrella policy (see below). |
| **Professional**  **Liability** | $2,000,000 per occurrence/ $5,000,000 aggregate.  Maximum deductible $100,000.  Extended reporting period for (6) years following termination of this agreement. |

## 

Name and Title of Signer (Please Type)

Signature Date

## EXHIBIT A – Sec. 10-290e. Services agreements, Requirements, Prohibitions.

(a) Any town or regional school district that enters into a services agreement with a consultant to render independent architectural services for a project receiving state assistance pursuant to this chapter may, where necessary or desired, provide the consultant with instructions, guidance and directions in connection with the consultant's performance of such services. The consultant shall provide all labor, materials, supplies, tools, equipment and other facilities and necessary appurtenances or property for or incidental to such services requested by the town or regional school district to complete the school building project. As part of the services agreement, the consultant shall agree to perform such services as an independent contractor and in a good and workmanlike manner, consistent with: (1) Instructions, guidance and directions provided by the town or regional school district to the consultant; (2) the terms and conditions of the services agreement; (3) the highest prevailing applicable professional or industry standards; (4) sound architectural practices; and (5) any applicable laws, rules, regulations, ordinances, codes, orders and permits of all federal, state and local governmental bodies, agencies, authorities and courts having jurisdiction. Such services agreement shall not limit the liability of the consultant for errors and omissions related to the performance of the services.  
  
      (b) The architectural firm, vendor or organization shall not use, publish, distribute, sell or divulge any information obtained from any town or regional school district through a services agreement for the consultant's own purposes or for the benefit of any person, firm, corporation or other entity without the prior, written consent of the town or regional school district that contracted for the services. Any reports or other work product prepared by the consultant while performing services under the services agreement shall be owned solely and exclusively by the town or regional school district that contracted for such services and the Department of Education and cannot be used by the consultant for any purpose beyond the scope of the services agreement without the prior written consent of the town or regional school district. Any information designated by the town or regional school district in accordance with applicable law as confidential shall not be disclosed to any third parties without the prior written consent of the town or regional school district that contracted for such services.  
  
      (c) For the purposes of subsections (a) and (b) of this section, "services agreement" means a written agreement between a consultant and a town or regional school district for the provision of independent architectural services for the purpose of a school building project for which the town or district is receiving state assistance pursuant to this chapter.  
  
      (d) Any town or regional school district that fails to adhere to the provisions of this section for a project for which the town or district receives state assistance pursuant to this chapter shall be assessed a ten per cent reduction in the amount of its grant approved pursuant to this chapter upon completion of an audit pursuant to section 10-287.

## EXHIBIT B – ARCHITECT AND OWNER RESPONSIBILITY MATRIX

In order to assist architectural firms in their response to the RFQ/P the following responsibility matrix is included.

#### CHART OF ARCHITECT/OWNER RESPONSIBLITY

|  |  |
| --- | --- |
| SERVICES | RESPONSIBILITY |
| Land Survey Services | Architect |
| Geotechnical Services (exploration, design, and CA) | Architect |
| Environmental Studies and Reports | Owner |
| Owner-Supplied Data Coordination | Owner |
| Schedule Development and Monitoring | Owner |
| Independent Professional Cost Estimating | Architect |
| Construction Management | Owner |
| Programming | Owner/Architect |
| Value Engineering/Analysis | Owner/Architect |
| Furniture, Fixtures and related equipment, design | Owner/Architect |
| Furniture, Fixtures and related equipment, bidding and administration | Architect |
| Civil Design | Architect |
| Landscape architecture | Architect |
| Structural Design | Architect |
| Mechanical Systems Design | Architect |
| Electrical Systems Design | Architect |
| Fire Protection System Design | Architect |
| Interior Design | Architect |
| Telecommunications/Data | Architect |
| Hardware and Security Design | Architect |
| Food Service Consultant | Architect |
| Acoustical Consultant | Architect |
| Space Schematics/Flow Diagrams | Architect |
| Coordination with Owner, Facility and Operations staff | Architect |
| On-site Project Representation/Construction Administration | Architect |
| Construction Documents - Record Drawings | Architect |
| As Built Drawings | Architect |
| Building Information Modeling (Design – Const. Admin.) | Architect |
| Special inspections | Architect |
| Statement of Special Inspections | Architect |
| Any other specialty consultants necessary to provide a complete design | Architect |

## EXHIBIT C – MINIMUM REQUIREMENTS FOR SCHOOL PROJECTS

The firm or individual(s) that the firm commits to the project for its duration, shall have designed and administered a minimum of two (2) school projects with a budget no less than $50 million dollars, which were Connecticut public school projects that received certificates of occupancy within the last five (5) years and were funded by the State of Connecticut, Department of Administrative Services.

The firm must have extensive experience in designing projects with similar site constraints of this project, particularly phasing of existing and new buildings on the same site.

## EXHIBIT D – COST PROPOSAL

Firms must acknowledge that the costs of services listed below are included in their base fee. The acknowledgement shall be made by the firms’ principal architect identified in the response, by initialing the service in the column provided. If a service is not initialed, it will be considered not included in the base fee and therefore Owner will consider the fee proposal non-responsive, and the firm will not be considered for the project.

|  |  |  |
| --- | --- | --- |
| SERVICES | Breakout costs | COSTS INCLUDEDInitial |
| Programming | Included |  |
| Multiple conceptual designs, as necessary | Included |  |
| Mechanical and electrical engineering | Included |  |
| Fire protection engineering | Included |  |
| Structural engineering | Included |  |
| Civil engineering | Included |  |
| Geotechnical engineering | Included |  |
| Geotechnical CA ($20,000 allowance) | Included |  |
| Landscape architecture and field design (including irrigation) | Included |  |
| Interior design | Included |  |
| On-site project representation/ construction administration (minimum 2 days per week) | Included |  |
| Construction Documents/ Record drawings | Included |  |
| As-Built drawings | Included |  |
| Coordination with owner’s consultants, facility, operations staff, as necessary | Included |  |
| Furnishings, fixtures, and equipment design, bidding, administration | Included |  |
| Information technology design | Included |  |
| Security and hardware design | Included |  |
| Food service consultant | Included |  |
| Full surveying services | Included |  |
| Special inspections | Included |  |
| Independent professional cost estimates | Included |  |
| Acoustical consultant | Included |  |
| Traffic consultant to modify existing State Traffic Commission certificate ($30,000 allowance) | Included |  |
| Any other specialty consultants necessary to provide a complete design | Included |  |
| Insurance limits as described in the RFQ. | Included |  |
| Wetlands delineation, if necessary | Included |  |
| Unlimited color renderings and presentation materials | Included |  |
| Redi-check review ($50,000 allowance) | Included |  |
| Implementation of Redi-check comments prior to releasing documents for bidding | Included |  |
| Structural peer reviews, if needed | Included |  |
| Completion and submission of statement of special inspections | Included |  |
| Copying, presentation material, mileage | Included |  |
| BIM Coordination | Included |  |

Programming $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Schematic Design $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Design Development $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Construction Documents $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

State Review/approval (PREP/PCT, etc.) $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BIM Coordination $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bidding/Award Phase $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Construction Administration $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FF&E (design, bidding, administration) $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Close-out (minimum 4% of total fee) $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Audit $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total Fee $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

All reimbursable costs should be included in the fees categories above. No reimbursable costs will be accepted separate from the fee proposal.

Firm:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Please Print)

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## EXHIBIT E – FIRM EXPERIENCE

**Architectural Firm Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Note: List Projects that satisfy the minimum requirements of the RFQ/P, in line items No.1 and 2. Refer to Exhibit C for the project’s minimum requirements. Additional projects that satisfy the requested or other relevant criteria, shall be listed in line items No. 3 through 9.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Line**  **No.** | **Project Title** | **State of CT**  **Project #**  **(if applicable)** | **Owner** | **Owner Point of Contact**  **Name/Phone #** | **Project Budget** | **Month/Year**  **Of Occupancy** |
| 1 |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |
| 4 |  |  |  |  |  |  |
| 5 |  |  |  |  |  |  |
| 6 |  |  |  |  |  |  |
| 7 |  |  |  |  |  |  |
| 8 |  |  |  |  |  |  |
| 9 |  |  |  |  |  |  |

## EXHIBIT F – FEE HOLD

*\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* , as a condition of satisfying the minimum requirements of the New London High School Campus Request for Qualifications/Proposals, hereby agrees to hold their fee (no increase) until August 31, 2015.

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

Authorized Signature Date

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

Title

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

Printed Name

## EXHIBIT G – CONTRACT ACCEPTANCE

*\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , a*s a condition of satisfying the minimum requirements of the New London High School Campus Request for Qualifications/Proposal, hereby accept the terms and conditions of the Contract, without exceptions.

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

Authorized Signature Date

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

Title

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

Printed Name

## EXHIBIT H – Contracts – AIA Document B101-2007

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## EXHIBIT I – Educational Specifications