City of New London

Department of Finance-Purchasing Agent
13 Masonic Street • New London, CT 06320 • Phone (860) 447-5215 • Fax (860) 447-5297

Request for Proposals
Specifications and Proposal Documents Attached

Proposal No.: 2019-18

Opening Date and Time: April 11, 2019 at 2:00 P.M.

Title: Hazardous Building Materials Inspection, Testing, Design & Abatement/Remediation Monitoring Services for Bennie Dover Jackson Middle School Renovations and Additions (State Project No. 095-0091 MAG/A)

Special Instructions: A site visit will be held at **3:00 p.m. on Thursday, April 4, 2019**. All interested parties are to meet at Bennie Dover Jackson Middle School, 36 Waller Street, New London, CT. Attendance is recommended, but not mandatory.

All questions should be directed to Charles E. Warrington, Jr, P.E. at charles.warrington@colliers.com by 3:00 p.m. on April 5, 2019. Please copy Dedra Aker, Purchasing Agent, at daker@ci.new-london,ct.us on all inquiries.

The City of New London reserves the right to reject any or all proposals and to seek additional proposals at a later date.

The following information must appear in the lower left hand corner of the envelope:

Sealed Proposal No.: 2019-18 Hazardous Building Materials Inspection, Testing, Design & Abatement/Remediation Monitoring Services - BDJMS

Not to be opened until April 11, 2019 at 2:00 P.M.

Return Proposal to:

Dedra Aker, Purchasing Agent
City of New London
13 Masonic Street
New London, CT 06320

Proposal cannot be accepted after the Proposal Opening Date and Time indicated above.

City of New London

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PLEASE RETURN THIS FORM IMMEDIATELY

Acknowledgement: Receipt of Request for Proposals

Proposal No.: **2019-18**
Hazardous Building Materials Inspection, Testing, Design & Abatement/Remediation Monitoring Services for Bennie Dover Jackson Middle School Renovations and Additions (State Project No. 095-0091 MAG/A)

Please take a moment to acknowledge receipt of the attached documents. Your compliance with this request will help us to maintain proper follow-up procedures and will ensure that you receive any addendum that may be issued.

Date Issued: 3/25/2019

Date documents received: _____/_____/_____

Do you plan to submit a response? Yes_____ No_____

Print or type the following information:

Company Name: _____

Address: _____

_____

Telephone: _____ Fax: _____

E-mail: _____

Received by: _____

Note: Faxed or e-mailed acknowledgements are requested.
Fax No.: (860)447-5297
E-mail: daker@ci.new-london.ct.us

Fax this sheet only. A cover sheet is not required.

City of New London

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13 Masonic Street • New London, CT 06320 • Phone (860) 447-5215 • Fax (860) 447-5297

Standard Request for Proposals (RFP) and Contract Terms and Conditions

All Requests for Proposals issued by the City of New London (City) will bind Proposers to the terms and conditions listed below, unless specified otherwise in any individual Request for Proposals.

Incorporated by reference into this contract are the provisions of Article IV., Section 2-66 through 2-71 and Section 2-73 of the Code of Ordinances of the City of New London.

The contractor agrees to comply with the Code of Ordinances as they exist on the date of the contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

Submission of Proposals

1. Proposals must be submitted on forms supplied by the City of New London or in the format requested in the specifications. Telephone, facsimile or e-mail proposals will not be accepted in response to a Request for Proposals. An original and one (1) copy, unless otherwise indicated in the specifications, of the Proposal Form shall be returned to the Purchasing Agent.

2. The date and time proposals are to be opened are given in each Request for Proposals issued. Proposals received after the specified date and time of the proposal opening given in each Request for Proposals will not be considered. Proposal envelopes must clearly indicate the proposal number as well as the date and time of the proposal opening. The name and address of the proposer should appear in the upper left-hand corner of the envelope.

3. Incomplete proposal forms may result in the rejection of the proposal. Amendments to proposals received by the Purchasing Agent after the date and time specified for the proposal opening shall not be considered. Proposals shall be computer prepared, typewritten or handwritten in ink. Proposals submitted in pencil shall be rejected. A person duly authorized to sign proposals for the proposer shall sign all proposals. Unsigned proposals shall be rejected. The person signing the Proposal Form or their authorized designee must initial errors, alterations or corrections on both the original and copy of the Proposal Form to be returned. In the event an authorized designee initials a correction, there must be written authorization from the person signing the Proposal Form to the person initialing the erasure, alterations or corrections. Failure to do so shall result in rejection of the proposal for those items erased, altered or corrected and not initialed.

4. Conditional proposals are subject to rejection in whole or in part. A conditional proposal is defined as one that limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the Request for Proposals.

5. Alternate proposals will not be considered. An alternate Proposal is defined as one that is submitted in addition to the proposer's primary response to the Request for Proposals.

6. Prices should be extended in decimal, not fraction, to be net and shall include delivery and transportation charges fully prepaid by the Contractor to the destination specified in the Request for Proposals and subject only to cash discount.

7. Pursuant to Sections 12-412 and 12-412(1) of the Connecticut General Statutes, the City of New London is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in the proposal prices.

8. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.

9. By its submission the Proposer represents that the proposal is not made in connection with any other Proposer submitting a proposal for the same commodity or commodities and is in all respects fair and without collusion or fraud.

10. All proposals will be opened and read publicly and upon award are subject to public inspection.

Guaranty or Surety

11. Bid bonds, performance bonds, and labor and material bonds will be required as specified below. Guaranty or surety may be in the form of certified check. Bonds must meet the following requirements: Corporation – must be signed by an official of the corporation above their official title and the corporate seal must be affixed over the signature; Firm or Partnership - must be signed by all of the partners and indicate they are "doing business as"; Individual – must be signed by the owner and indicated as "Owner". The surety company executing the bond or countersigning must be licensed in Connecticut and an official of the surety company must sign the bond with the corporate seal affixed over the signature. Signatures of two (2) witnesses for both the principal and the surety must appear on the bond. Power of attorney for the official signing the bond for the surety company must be submitted with the bond.

Bid Bond – Ten percent (10%) due at time of bid for all contract services and public works/construction projects that exceed twenty thousand dollars ($20,000.00)

Performance Bond – One hundred percent (100%) of contract price for projects that exceed fifty thousand dollars ($50,000.00).

Labor and Material Payment Bonds – One hundred percent (100%) of contract price for projects that exceed fifty thousand dollars ($50,000.00).

Award

12. Award of this contract will be made to the lowest responsible, qualified proposer and will be based on net cost and City specifications. The City of New London reserves the right to reject any and all bids or parts thereof, to waive any informality and to award this contract to other than the low proposer and to make multiple awards if deemed in the best interest of the City.

13. ~~The City of New London allows a fifteen percent (15%) local vendor preference. A New London based business will be considered the lowest responsible proposer if it's proposal is within fifteen percent (15%) of the low proposer and it is willing to accept the award at the low proposal price. Any proposer claiming to be a New London based business must provide documentation that all of its motor vehicles are registered in New London and that payment of all of its property and motor vehicle taxes are current.~~

14. The City of New London may reject any bidder in default of any prior contract or guilty of misrepresentation or any bidder with a member of its firm in default or guilty of misrepresentation.

15. The Purchasing Agent may correct inaccurate awards resulting from clerical or administrative errors.

Other Requirements

16. ~~The City has an employment preference goal that jobs be offered to local residents on public prevailing wage projects with thresholds great than $100,000 for renovation and $400,000 for new construction. For such projects, it is understood that contractors shall make a good faith effort to employ a participating workforce comprised of twenty-five (25%) local residents of New London County, CT, with residents of the City of New London, CT getting a priority representing fifty percent (50%) of said participation, which will include twenty-five percent (25%) female and minority.~~

17. ~~The City has an employee training preference goal that apprenticeship opportunities be made available for state licensed trades on public prevailing wage projects with thresholds greater than $100,000 for renovation and $400,000 for new construction. For such projects, it is understood that contractors shall make a good faith effort to employ a minimum of ten percent (10%) of the workforce per state licensed trade as apprentices and, of this number, a minimum of fifty percent (50) shall be in the first year of apprenticeship training.~~

Contract

18. The existence of a contract shall be determined in accordance with the requirements set forth above.

19. The Contractor shall not assign or otherwise dispose its contract or its right, title or interest, or its power to execute such contract to any other person, firm or corporation without the prior written consent of the City of New London.

20. Failure of a Contractor to deliver commodities or perform services as specified will constitute authority for the City of New London to purchase these commodities or services on the open market. The contractor agrees to promptly reimburse the City of New London for excess cost of these purchases. The purchases will be deducted from the contracted quantities.

21. The Contractor agrees to hold the City of New London harmless from liability of any kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention furnished or used in the performance of the Contract; Guarantee its products against defective material or workmanship; repair damages of any kind, for which it is responsible to the premises or equipment, to its own work or to the work of other contractors; obtain and pay for all licenses, permits, fees etc., and to give all notices and comply with all requirements of the City of New London, the State of Connecticut and the U.S. Government.

22. Insurance requirements generally apply to contract services, professional services and public works improvement/construction projects. The Contractor will carry commercial general liability insurance to protect the City of New London from loss. The following minimum limits shall be met:

Bodily Injury and Property Damage – One million dollars ($1,000,000.00) each occurrence; two million dollars ($2,000,000.00) aggregate

Products or Completed Operations - One million dollars ($1,000,000.00) each occurrence; two million dollars ($2,000,000.00) aggregate

Professional Liability (Errors and Omissions) Coverage appropriate to the contractor's operations – Two million dollars ($2,000,000.00) each occurrence

Commercial Automobile Coverage including owned, non-owned, leased and hired vehicles (if used on City of New London property) – One million dollars ($1,000,000.00) combined single limit for each accident.

Workers' Compensation Coverage - Will be in accordance with State of Connecticut requirements at the time of Proposal.

Any deductible or self-insured retention must be disclosed and any claim payments falling within the deductible shall be the responsibility of the contractor.

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.

The Contractor shall require all subcontractors to carry the same forms and minimum coverages that it is required to provide. Evidence of these coverages must be provided to the City of New London Purchasing Agent prior to the contractor or subcontractor coming onto the work site.

All insurance policies shall be endorsed to the City of New London, its officers and employees as additional insured, and shall not be reduced or cancelled without thirty (30) days prior written notice to the Purchasing Agent. In addition, the contractor's insurance shall be primary as respects the City of New London, and any other insurance maintained by the City of New London shall be excess and not contributing insurance with the contractor's insurance.

23. Notwithstanding any provision or language in this contract to the contrary, the Mayor may, without cause, terminate this contract for the City's convenience upon approval by the City Council, whenever he/she determines that such termination is in the best interest of the City of New London. Any such termination shall be effected by delivery to the Contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the Contractor address furnished to the City of New London for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Contractor shall both Immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the City of New London all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing its duties under this contract, whether completed or in progress. All such documents, information and materials shall become the property of the City of New London. In the event of such termination, the contractor shall be entitled to reasonable compensation as determined by the Mayor, however, no compensation for lost profits shall be allowed.

Delivery

24. All products and equipment delivered must be new unless otherwise stated in the proposal specifications.

25. All deliveries will be to the locations specified by the City of New London. The City of New London does not have a loading dock therefore all Contractors will be responsible for inside delivery without assistance from City of New London personnel.

26. Payment terms are net 45 days after receipt of goods or invoice, whichever is later, unless otherwise specified.

27. Charges against a Contractor shall be deducted from current obligations. Money paid to the City of New London shall be payable to the Treasurer, City of New London.

Saving Clause

28. The Contractor shall not be liable for losses or delays in the fulfillment of the terms of the contract due to wars, acts of public enemies, strikes, fires, floods, acts of God or any other acts not within the control of or reasonably prevented by the Contractor. The contractor will give written notice of the cause and probable duration of any such delay.

Advertising

29. Contractors may not reference sales to the City of New London for advertising and promotional purposes without prior approval of the City of New London.

Rights

30. The City of New London has sole and exclusive right and title to all printed material produced for the City of New London and the Contractor shall not copyright the printed matter produced under this contract.

31. The Contractor assigns to the City of New London all rights, title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the Connecticut General Statutes. This assignment occurs when the contractor is awarded the contract.

32. The Contractor agrees that it is in compliance with all applicable federal, state and local regulations, including but not limited to Connecticut General Statutes Section 7-148i. The Contractor also agrees that it will hold the City of New London harmless and indemnify the City of New London from any action which may arise out of any act by the Contractor concerning lack of compliance with these laws and regulations. All purchases will be in compliance with Sections 22a-194 to 22a-194g of the Connecticut General Statutes related to product packaging.

Standard Request for Proposals (RFP) and Contract Terms and Conditions (con't)

33. This contract is subject to the provisions of Executive Order Number Three of Governor Thomas J. Meskill promulgated June 16, 1971, the provision of Executive Order Number Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973 and Section 16 of Public Act 91-58, nondiscrimination regarding sexual orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.

Bennie Dover Jackson Middle School Renovations and Additions

Request for Proposal for
Hazardous Building Materials Inspection, Testing, Design & Abatement/Remediation Monitoring Services

RFP: # 2019-18
Issue Date: March 25, 2019
Proposal Due Date: April 11, 2019 by 2:00 p.m.

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Appendices

Appendix A – Macro-Schedule

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I. Project Overview

A. Introduction

The New London School Building and Maintenance Committee is soliciting proposals from qualified individuals, companies and firms to perform investigations, sampling, and analysis of hazardous building materials for Bennie Dover Jackson Middle School project. In addition to the investigations, sampling and analysis, the selected hazmat firm will also be responsible for providing construction documents for bidding by abatement contractors (through the use of a construction manager), preparation of required state and federal forms and checklists, and performing abatement monitoring during construction.

The hazmat firm will also be responsible for preparing all necessary notice letters, checklists and other documentation required by the CT DAS Office of School Construction Grants and Review.

B. Project Description

The Bennie Dover Jackson Middle School Renovations and Additions project will be a multi-phased, fully occupied renovation and addition construction project with a total project budget of approximately $49 million with a construction budget of $38.8 million. The project is being funded with both the City of New London and the State of Connecticut through the Office of School Construction Grants and Review.

The Bennie Dover Jackson Middle School will house the STEM and International Education with Dual Language magnet pathways for grades six through eight. The project is managed by the New London School Building and Maintenance Committee with assistance by Colliers International of Madison, Connecticut. The selected hazmat consultant will report directly to the School Building and Maintenance Committee.

C. Building Description

The existing Bennie Dover Jackson Middle School consists of multiple era buildings. The original building that was constructed in 1937 with an addition in 1952. A major addition was constructed in 1993. The 1952 building is approximately 54,000 g.s.f (Gross Square Feet) in area and the 1993 addition is approximately 81,000 g.s.f in areas and the 1937 Annex is approximately 21,400 square feet in area. (Please note that scanned as-built documents are provided as part of the appendices.) The total building is approximately 156,400 gross square feet.

The 1993 Addition houses a majority of the educational spaces as well as the 1937 Annex. The 1952 building houses approximately six to eight classrooms, the gymnasium, cafeteria, stage, and kitchen. The kitchen is in operation year round thus any abatement activities during construction must take this into consideration. The 1952 area also has an area that served as a gun range many years ago. The initial investigation will not include this area, but the selected

hamzat consultant will be required to advise on how to best address the area.

The project is anticipated to consist of alterations to the 1993 addition, combination of renovations and/or demolition of the 1937 and 1952 portions of the building, as well as potential additions. The specific scope of each area will depend on the verification of existing conditions, building layouts, confirmation of programming, verification of space standards, results of hazardous materials investigations (performed by others), budget verification, and discussion with the Office of School Construction Grants and Review.

The scope of work will not include testing of the roofs and flashings as these were replaced approximately 5 years ago for the entire building.

Initial efforts by the architect will be to confirm the existing building layout, construction of the existing building, program allocation, as well as confirming the proposed programming with the board of education central office staff. Upon verification of the existing conditions and confirmation of the proposed programming, the assumptions noted above may be modified given consideration of the space standard, project budget and other factors.

The architect is responsible for providing CAD (computer aided design) backgrounds for use by the selected hazmat consultant.

II. Project Schedule

Appendix A provides a macro-schedule for the overall project and is subject to change. The design phase of 21-months will commence in March, 2019 starting with programming and existing space/square footage verification. Upon completion of the design phase in late 2020, the project will be advertised for bid with construction scheduled to start in early 2021. There may be early abatement packages associated with the project but that has not been determined at this time.

Construction is currently scheduled with a 42-month duration with an anticipated completion date of July, 2024. A project closeout period of 12-months is anticipated after that.

The HazMat Consultant (HM) selection schedule is as follows and is subject to change:

1. RFP Published: March 25, 2019.
2. Site visit/Building Walk through: April 4, 2019 at 3:00 p.m.
3. Last Day for Addenda questions: April 5, 2019 by 3:00 p.m.
4. Final Addenda Issued: April 8, 2019 by 2:00 p.m.
5. Proposals Due: April 11, 2019 no later than 2:00 p.m.

6. Consultant Selection: April 26, 2018 (School Building and Maintenance Committee)
7. Survey, test and inspect buildings: TBD (Note: All sampling and inspections must occur after 2:00 p.m. during the week or on weekends as scheduled.)

III. Scope of Services

A. Comprehensive Hazardous Materials Services

The New London School Building and Maintenance Committee intends to commission one firm to provide all hazardous material services necessary for the abatement of hazardous materials for the Bennie Dover Jackson Middle School project. This will include initial field investigations, sampling, analysis, specification and plan preparation, checklist preparation, field monitoring and preparation of closeout reports. The successful firm will have the responsibility to provide these services through its own firm's capabilities and consultants as approved by the Owner.

Comprehensive services shall be as follows:

Inspection and Design Phase:

1. Review existing hazardous building material documentation provided in the appendices.
2. Survey, test & inspect the building structures on-site, as required, to develop pre-demolition abatement specifications and drawings to include but not limited to the following:
   A. Identify the presence of asbestos containing materials (ACM), lead-based paint (LBP), mercury switches, light ballasts and florescent light tubes and other miscellaneous hazardous materials/universal waste.
   B. PCB sampling of source materials that include caulking, glazing and sealant compounds, damp-proofing tars, wall and floor adhesives and paint. A minimum of three samples of each source material must be collected and analyzed. A separate line item (including unit rates) is included in the bid proposal form for possible PCB adjacent surface and ground materials sampling.

      NOTE: All sampling locations shall be coordinated with the board of education facilities director prior to performing sampling. All repairs of such sampling shall be performed by the Owner.

   C. Conduct Polarized Light Microscopy (PLM) testing to determine asbestos type and percent composition, and should include the point count of all samples below 3% to verify exact percentage. Any sample from trace amounts up to 1% should be verified by TEM (Transmission Electron Microscopy) analysis.

D. Asbestos and PCB testing includes inaccessible building materials such as damp-proofing materials behind exterior walls, interior ceramic floors and walls, wall adhesives (including behind bulletin and "chalk/white" boards, materials insides boilers and incinerators, foundation tars/damp-proofing, materials within wall and ceiling paneling, chases, flooring materials under fixed objects (shelving, cabinetry, desks), etc. Roof sampling is not required as the roofs are new.

E. All sample analysis must be performed by independent laboratories.

F. Direct cost of materials required for sampling materials shall be considered a reimbursable expense. Cost for analysis of samples will not include materials required to obtain the samples themselves. Receipts for all materials shall be provided with the consultant's invoice.

3. Develop abatement/remediation specifications and drawings to include a detailed scope incorporating the required phasing as determined with the Owner, architect and OPM. Phasing plan shall be coordinated with the final construction phasing plan and shall show plans for abatement. Consultant shall prepare plans utilizing CAD software and coordinate specification section numbers, format, etc. with the architect of record.
4. Prepare abatement plans/bidding documents for the abatement of asbestos containing materials (ACM), lead based paint (LBP), and/or other regulated hazardous materials. Prepare remediation plans/bidding documents for PCBs which may include specifications, performance base plans or self-implementing plans. Final report should include CAD drawings (backgrounds to be supplied by architect) showing the locations, quantities, condition and types of all hazardous materials within the existing structures.
5. Hazmat consultant shall provide cost estimates for each school at the completion of the inspection.
6. Consultant shall assume 20 man-hours for meetings with design team and building committee. This effort shall be tracked on its own separate line item on the invoice by the consultant.
7. All checklists, letters, notifications and other documentation as required by OSCG&R, CT DEEP, CT DPH, and EPA Region 1 shall be included in this proposal.

Bid Phase:

1. Assist the Owner in bidding the abatement/demo work, including but not limited to attendance at pre-bid and post-bid conferences, addressing bidder inquiries, preparation and issuance of addenda, review and reconciliation of bids, recommendations on contractor selection and contract terms. For purposes of this scope, consultant shall assume 20 man-hours.

Abatement Phase Onsite Inspections and Monitoring:

1. Identification, coordination and oversight of all required permitting and notifications.

2. Provide onsite personnel with appropriate credentials as required by regulatory agencies, to monitor abatement contractor's activities.
3. Provide oversight of all abatement contractor activities including but not limited to, documentation related to all local, state and federal regulatory compliance, reporting, and abatement procedures.
4. Inspect and certify appropriate onsite conditions as required by regulatory agencies.
5. Conduct all testing, inspections and analyses of conditions, as required by regulatory agencies and as directed by the Owner.
6. Prepare and submit reports for all testing, inspections and analyses of conditions, as required by regulatory agencies and as directed by the Owner.
7. Included meetings with owner as requested. See bid proposal form for project management hourly rate.

B. Agreement

The successful contractor will enter into an Agreement directly with City of New London. This RFP and the proposal provided by the consultant shall be referenced in the Agreement. The proposals shall include all services as described in this RFP #2019-18.

IV. Contents of Proposal

1. Transmittal Letter, including:
   a. Company name, main office address and local office address
   b. Statement indicating your understanding of the work to be performed
   c. Name, title, address, telephone number, and e-mail address of the individual to whom all inquiries about this response should be addressed

2. Basic Firm Information (may be simply listed), including:
   a. Name of company
   b. Date organized
   c. Tax Identification number(s)
   d. Legal form of ownership. If a corporation, where incorporated
   e. Number of years engaged in services under present name
   f. Identify and explain any work awarded to your company that your company has failed to complete
   g. Identify and explain any instance in which your company has defaulted or has been accused of defaulting on a contract
   h. Identify and explain any potential conflicts of interest
   i. Identify the individuals who are authorized to bind the company in negotiations
   j. Describe any previous and pending litigation or other factors that could affect your company's ability to perform this agreement
   k. References

3. **Qualifications and Capacity, including:**

    a. **Firm's Qualifications:** Provide information demonstrating the qualifications of your firm to complete this work. Please include:
        - Unique qualifications that your firm has regarding this project
        - Projects completed in the past 5 years with a similar educational (preferably K-12) purpose, size and scale and timeframe (please include project name, client and size)
        - Firm shall have a minimum of five (5) Connecticut school projects completed under purview of CTDAS Office of School Construction Grants and Review
        - Proposed staffing for this project
        - Resumes / qualifications for personnel that would be assigned to this project for each aspect of the proposed staffing plan, including their experience on projects of this size and type and their years with the firm
        - Describe your firm's familiarity with local laws, regulations, permitting and inspecting entities.

    b. **Firm's Capacity:** Provide information indicating the capacity of the office that will provide the hazardous materials consulting and inspection services. Please include:
        - The number of full-time professional staff your (local) office employs
        - A list of all services required for this project that would be provided in-house by your firm, and a list of all services that would be outsourced

4. **Proposed Approach to the Project**

    a. Briefly describe how your firm will conduct each phase of the project to adequately address the hazardous materials that may be encountered during the demolition of both buildings. Please emphasize any aspects of your approach that may be uniquely suited to this project.
    b. Provide a proposed schedule for pre-construction survey and design document completion.

5. **Insurance:** Provide the name of your insurance company and agents, your insurance coverage including type and limits, with a sample certificate of representative coverage.

6. **References:** Include the name, title, and contact information of the authorized owner's representative for at least three recent projects of similar size, scale, and timeframe.

7. **Fee Proposal:** Submit fee proposal on the form provided in this RFP.

V. Selection Criteria

The firm's qualifications will be evaluated based on the proven ability of each respondent to perform the requested services and any other factor of criterion that may be deemed relevant or pertinent for its evaluation of such qualifications. The evaluation will include:

1. Evidence of firm's and proposed personnel's ability to perform all the work responsibilities.
2. Capability of providing construction management services in an excellent manner.
3. Past experience with providing a similar set of services for projects of a similar size, scale, and purpose.
4. Provision of indemnity and insurance consistent with City requirements, see section VII.
5. Experience with OSCG&R submission requirements for Plan Completion Review
6. Proposed cost of services.

VI. Instructions for Submission of Proposal

A. Submission Logistics

One (1) original, six (6) copies and one digital copy on a thumb drive of each firm's proposal must be received at the following location on or before 2:00 P.M. on, April 11, 2019:

Ms. Dedra Aker
Purchasing Agent
CONL Purchasing Office
13 Masonic Street
New London, CT 06320

B. Questions and Amendments

Questions concerning the process and procedures applicable to this RFP or the other requirements of this RFP are to be submitted in writing (including by e-mail) and directed to:

Charles E. Warrington, Jr, P.E.
Director of Project Management
Colliers International
Charles.warrington@colliers.com

All inquiries shall copy Ms. Dedra Aker, Purchasing Agent, New London Purchasing Department at daker@ci.new-london.ct.us. All inquiries must be

submitted no later than 3 p.m. on Friday, April 5, 2019. All answer to inquiries will be posted to the City of New London Purchasing website as well as the Connecticut Department of Administrative Services contracting portal formerly provided in this RFQ. Responses will not be emailed directly to entities submitting inquiries.

Respondents are prohibited from contacting any other City employee, officer or official concerning this RFQ. A respondent's failure to comply with this requirement may result in disqualification.

The City will post any addenda on the State of Connecticut DAS Contracting Portal website, and the City of New London's website at: http://ci.newlondon.ct.us/content/7429/7431/7445/8764.aspx

Each respondent is responsible for checking the website to determine if the City has issued any addenda and, if so, to complete its response in accordance with the RFQ as modified by the addenda.

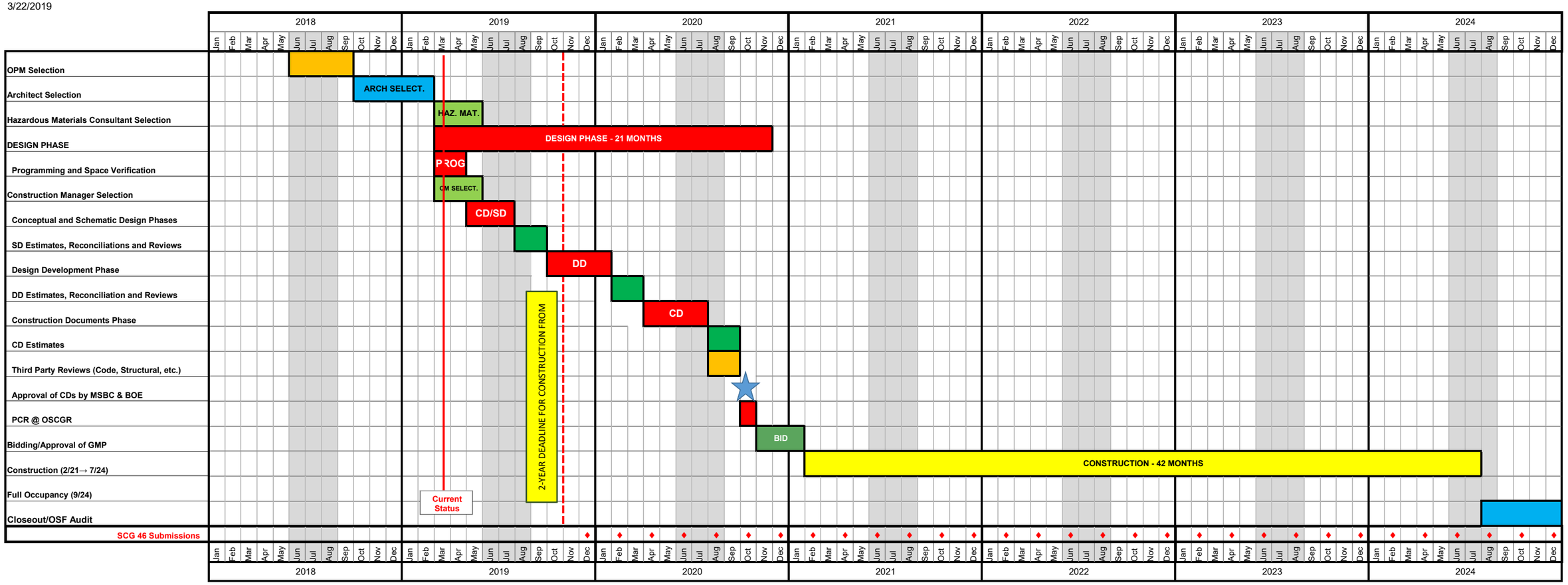
Bid Proposal Form
For
Hazardous Building Materials Inspection, Testing, Design and Abatement/Remediation Monitoring Services
Bennie Dover Jackson Middle School

Lump Sum Fee for Inspection labor to include asbestos, lead, universal waste, PCB sealant, roofing, tars, damp-proofing, wall and floor adhesives and paint source materials. Fee shall include project management, one meeting with owner/owners representative(s) and report preparation. Each firms shall provide an estimated number of samples highlighted below as well as a cost per sample based on the site walk through. Cost of additional bulk samples will be reimbursed at the unit rate. • Lump Sum for Inspections including management and report preparation – both schools Independent Laboratory Analysis • PLM (320) samples) $_____/sample • PLM Point Count (20 samples) unit price $_____/sample • TEM (25) samples) $_____/sample • PCB Source Samples (60 samples) $_____/sample	**Survey and Report Fee Total - $** **Sample Fee Total - $** **Total Fee $**
Provide hourly labor rate to sample adjacent building and/or ground materials for PCBs	**Senior Inspector - $** **Inspector - $**
Provide unit price for PCB adjacent sample analysis	**$ /Sample**
Mason and other Contractors for Repairing Sample Location Damage – Contractors to be approved by owner	Paid by Owner with 0% Mark Up
Provide Costs for each Item Below	
Provide Hazardous Building Materials Specifications and Drawings (Asbestos, Lead-Based Paint, Universal Waste, Selective Demolition, Unit Pricing) (Lump Sum)	**$**
Provide PCB specifications (PCB's less than and greater than 50 ppm PCB) - (Lump Sum)	**$**
Provide PCB SIP (Self-Implementing Plan) or RBP (Risk Based Plan) including EPA Revisions – Each Plan (Lump Sum)	**$**
Provide PCB Performance Based Plan – Each Plan (Lump Sum)	**$**
Project Design Management/Meetings Lump Sum (Assume 20-hours) Hourly Rate = $_____/hr	**$**
Project Bid Services Management/Meetings/Bid Walks Lump Sum (Assume 20-hours) Hourly Rate = $_____/hr	**$**
Abatement Monitoring Services	

Provide lump sum for abatement monitoring (project monitor) Hourly Rate = $_____/hr (straight time)	**$**	**/hr**
Provide overtime rate beyond 8-hours per day for abatement monitoring	**$**	**/hr**
Provide management lump sum Hourly Rate = $_____/hr	**$**	**/hr**
PCM 24-hour turn-around time - unit rate	**$**	**/sample**
PCM 6-hour turn-around time – unit rate	**$**	**/sample**
TEM 24-hour turn-around time - unit rate	**$**	**/sample**
TEM 6-hour turn-around time - unit rate	**$**	**/sample**
PCB verification sampling unit rate (5-day turn-around time)	**$**	**/sample**
PCB verification sampling unit rate (2-day turn-around time)	**$**	**/sample**
AAS Lead Wipe Sample (24-hour turn around)	**$**	**/sample**
Travel Mileage Rate (Not-To-Exceed 100 miles per day), not to exceed Federal Rate	**$**	**/mile**

Appendix A – Macro Schedule

City of New London
Bennie Dover Jackson Middle School
Project Schedule
3/22/2019



Appendix B – Floor Plans

Click on the link below for the following plans:

https://www.dropbox.com/sh/v9nly4xj60p5c9f/AAA_NBE8QTyq9q9zuAYWG4jBa?dl=0

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

(5) 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 _____

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;

(4) 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

(5) 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 _____

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 _____

_____

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

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: _____

_____