



## 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 Qualifications

*Specifications and Proposal Documents Attached*

**Proposal No.:** 2019-16

**Opening Date and Time:** March 11, 2019 @ 2:00 P.M.

**Title:** Construction Management 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 Wednesday, February 27, 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](mailto:charles.warrington@colliers.com) by 12:00 p.m. on March 4, 2019. Please copy Dedra Aker, Purchasing Agent, at [daker@ci.new-london.ct.us](mailto: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:

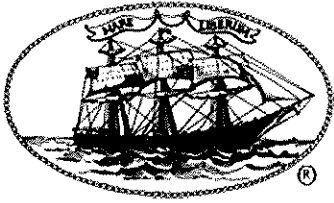
Sealed Proposal No.: 2019-16: Construction Management Services for Bennie Dover Jackson Middle School Renovations and Additions (State Project No. 095-0091 MAG/A)

Not to be opened until: March 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.



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## PLEASE RETURN THIS FORM IMMEDIATELY

### Acknowledgement: Receipt of Request for Qualifications

Proposal No: **2019-16 Construction Management 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: February 19, 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: \_\_\_\_\_

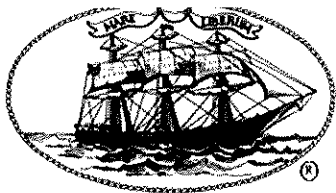
Received by: \_\_\_\_\_

**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

Department of Finance-Purchasing Agent

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

## **Standard Request for Qualifications/Proposals (RFQP) and Contract Terms and Conditions**

All Requests for Qualifications / 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 Qualifications / 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. Qualifications / 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 Qualifications / 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 Qualifications / Proposals issued. Proposals received after the specified date and time of the proposal opening given in each Request for Qualifications / 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 qualifications / 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 Qualifications / 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 Qualifications / 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 Qualifications / 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.

## Standard Request for Qualifications/Proposals (RFQP) and Contract Terms and Conditions (con't)

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.

## Standard Request for Qualifications/Proposals (RFQP) and Contract Terms and Conditions (con't)

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.

## **Standard Request for Qualifications/Proposals (RFQP) and Contract Terms and Conditions (con't)**

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 Qualifications/Proposals (RFQP) 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**

**State Project No. 095-0091 MAG/A**

**New London Public Schools**

***Request for Qualifications for Construction Manager at Risk***

***RFQ 2019-16***

**RFQ Issue Date: February 19, 2019**

**Statement of Qualification Due: March 11, 2019 no later than 2 p.m.**



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**Appendices**

**Appendix A – Education Specifications for Bennie Dover Jackson Middle School**

**Appendix B – Project Macro Schedule (Subject to modifications)**

## I. Project Overview

### A. Invitation to Submit

The City of New London is soliciting qualification statements from qualified Construction Manager at Risk to provide comprehensive construction management services for the renovation and alterations of the Bennie Dover Middle School at 36 Waller Street in New London, CT. Qualification statements should be addressed and delivered to:

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

**All qualification packages shall be delivered to the above address no later than March 11, 2019 at 2 p.m. Packages received at 2:01 p.m. or later will be returned to the sender.**

### B. Project Description

The existing Bennie Dover Jackson Middle School consists of an original building that was constructed in 1937, the 1952 addition, and a major addition that was constructed in 1993. The original 1937 wing is approximately 21,000 g.s.f. (Gross Square Feet). 1952 addition is approximately 54,000 g.s.f in area. The 1993 addition is approximately 81,000 g.s.f in area. The total building is approximately 157,000 gross square feet.

Subject to program verification by the architect in collaboration with the board of education, the project is anticipated to consist primarily of alterations and renovations. The level of alterations and additions, and whether or not the project will include demolition or additions, will be dependent on multiple factors. These factors include condition assessments for each area, programmatic needs, space standard calculations, allocation of construction budget, and future discussions with the Office of School Construction Grants and Review.

The school will be designed to house Grades 6 through 8 of the STEM Middle School and International Education with Dual Language Middle School. The educational specifications are included with this RFQ as Appendix A.

The construction is anticipated to be a multi-phase, occupied renovation/alteration project. The construction manager will assist with the phasing strategies in collaboration with the proposed design. Submitting construction managers must demonstrate success with managing projects that were constructed with multi-phase, occupied construction. In addition, the

existing site is extremely tight with respect to available land. Firms shall demonstrate their past performance on successfully managing projects with restrictive land available.

## II. Project Schedule (See Appendix B)

Appendix B contains the overall project schedule which consists of typical design, bid, and construct delivery method. The project schedule is intended to show general durations and is subject to change. The construction duration is noted as 42-months. This duration was provided in the RFP for Owner's Representative and architectural and engineering services. It is the goal of the owner to reduce this construction duration as much as possible. Short-listed firms will be requested to submit proposals based on this schedule.

Construction is currently scheduled to begin in early 2021 with anticipated completion date of July, 2024. A project closeout period of 12-months is anticipated after that.

The Construction Manager at Risk (CMR) selection schedule is as follows but subject to change:

1. RFQ Published: February 19, 2019
2. Pre-Proposal Site Visit: February 27, 2019 at 3:00 p.m.
3. Last date for Inquiries: March 4, 2019 by 12:00 p.m.
4. Last Addendum Issued: March 6, 2019 by 4 p.m. via CT DAS Website
5. Qualifications Due: March 11, 2019, no later than 2:00 p.m.
6. Short-list CM Approval: March 29, 2019
7. Request for Proposal Issued: March 29, 2019
8. Interview and Proposals Due: April 16, 2019 (Shortlist firms only, bring fee proposals to the Interview)
9. Final CM Selection Approval: April 19, 2019

The short-list of CMR Firms, Interview, and CMR Selection dates are anticipated, not certain, and dates are subject to change if circumstances dictate. Change of dates will be posted to:

City of New London Purchasing Department Bid Website

<http://ci.new-london.ct.us/content/7429/7431/7445/8764.aspx>

Connecticut Department of Administrative Service Contracting Portal

[https://biznet.ct.gov/SCP\\_Search/ContractingOrganizations.aspx](https://biznet.ct.gov/SCP_Search/ContractingOrganizations.aspx)

### **III. Project Budget**

The construction budget for the project is approximately \$38.8M. Upon completion of the project the building is anticipated to be approximately 157,000 gross square feet in area.

This project was provided a grant commitment by the Department of Administrative Services effective October 31, 2017. Per the grant commitment letter, construction is required to start by October 31, 2019. It is the intent of the project to file for a year extension.

The owner's representative is responsible for managing the total project budget in cooperation with the City of New London (CONL). The Construction Manager will only be responsible for the construction budget as approved by the CONL.

The plans and estimates will be subject to review by the State of Connecticut Office of School Construction Grants and Review. The CM will be responsible for attending all meetings with OSCG&R. Additional OSCG&R requirements will be outlined in the Request for Proposals.

### **IV. Special Requirements**

#### **A. Review by CT DAS Office of School Construction Grants and Review**

The project will be subject to the State of Connecticut Department of Administrative Services Office of School Construction Grants and Review (CTDAS OSCG&R) requirements. Firms shall demonstrate project experience and knowledge of these requirements including submission of state change orders during construction. The selected construction manager will be responsible for preparing state change orders for review by the owner's representative and ultimate sign-off by the superintendent and director of finance for the city. The construction manager will be solely responsible for ensuring the state change orders are submitted within the required 6-month required time frame.

#### **B. CT DAS Contractor Pre-Qualification**

All submitting construction managers must be pre-qualified by the Connecticut Department of Administrative Services (CT DAS) in accordance with C.G.S. § 4a-100. All CMR firms submitting qualification statements for this project must be pre-qualified as a "CONSTRUCTION MANAGER AT RISK (GROUP B)" as defined in the CT DAS Contractor Classification List. This includes "CONSTRUCTION MANAGER AT

RISK (GROUP C)". All CMR firms must have a Major Contractor Registration through the Connecticut Department of Consumer Protection as a pre-requisite for these classifications.

## **V. Statement of Qualification Minimum Requirements**

Each qualification statement package shall contain, at a minimum, the following items.

1. Letter of Interest from person to whom all correspondence shall be addressed. Provide title, address, telephone number and email address.
2. Copy of current CT DAS Pre-Qualification certificate as noted above. Also include update statement.
3. Copy of current Major Contractor Registration as noted above.
4. Profile of the Construction Management Firm:
  - Provide general background of firm
  - Date firm established
  - Number of employees
  - Trades self-performed
  - Describe your firm's knowledge and experience with Connecticut school construction project requirements
  - Knowledge of state and local permitting requirements
  - Names and resumes of key personnel who will be managing the day-to-day activities of the project. Include Principal-in-Charge, Project Manager(s), Superintendents and other key personnel to be assigned to this project
  - Cost quality control measures
  - Estimating capability
  - Experience with high performance buildings and/or LEED Silver requirements.
  - Experience with phased construction of an occupied K-12 school.
  - Knowledge of the Locality – Describe your firm's experience working within the City of New London or similar.
  - Knowledge of Regulatory Process-Indicate the role your firm has provided in the local/state/federal regulatory approval process, including the Department of Construction Services, Office of School Construction Grants and Review.
  - Past Claims or Disputes - Indicate any claims, disputes, or arbitration proceedings that have occurred on any school projects your firm has been involved with in the last ten (10) years. Identify the involved parties and give a status of each matter even if pending. Include the nature of the dispute and outcome if possible

**New London Public Schools  
Bennie Dover Jackson Middle School  
Request for Qualifications for Construction  
Management Services**

5. Provide information demonstrating the qualifications of your firm, in the last 10 years, as a Construction Manager at Risk. List a minimum of five completed school projects, utilizing CMR delivery method, that are similar in size and scope to this project with at least two of the five being Middle and or High School in Connecticut.
- Projects listed must show that the Proposer has successfully completed:
    - i. At least two Renovation (RNV) projects (as defined in CGS 10-282), New Construction, or major alterations and extensions (EA) on fully occupied schools in the State of Connecticut. These construction projects should have been of similar nature to the proposed projects, and a construction budget of at least \$30 million.
    - ii. Five Connecticut K-12 public school facilities (either new construction or renovation) with at least 100,000 sq. ft. of building area.
    - iii. Recent (last five years) projects showing experience and knowledge of working with the Office of School Construction Grants and Review and assisting the Owner in obtaining maximum reimbursement for their school project. This will include experience of the work normally expected of a Construction Manager in submission requirements for Plan Completion Review, State Change Orders and closeout and audit of a Connecticut school building project.
    - iv. Information for each project shall include the following:
      - Project name, location and owner
      - Owner's representative including contact information. Note: Owner's representative may be contacted for a referral during the review process
      - Superintendent of the school district under which the project was designed and constructed including contact information. Note: The superintendent may be contacted for a referral during the review process.
      - Name of design firm with contact information (name, telephone and email)
      - Original GMP amount
      - Final GMP amount
      - Amount of CMR contingency at start of project
      - Amount of CMR contingency at completion of project returned to the owner, if applicable
      - Original/Planned construction duration
      - Actual construction duration

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Management Services**

- Include statement of experience with CTDCS OSCGR as described in Paragraph IV.A above

## **VI. Evaluation Criteria**

In accordance with General Statutes §10-287, the CONL will evaluate the responses to this RFQ and select a group of individuals and/or firms from whom RFP responses, including pricing information, shall be sought. The CONL will evaluate all statements based on the information requested in this Request for Qualifications. The CONL will take into account the overall firm qualifications, key personnel experience, CMR related project experience, experience with OSCG&R, and proximity to the project site. Failure to provide detailed information as requested above may result in lower evaluation.

In performing the above evaluation, the CONL will consider the following factors, among others, in evaluating responses: experience, references, capabilities, past performance, and other relevant criteria, including the following: accuracy, overall quality, thoroughness, and responsiveness to the CONL's requirements as stated in this RFQ; the respondent's qualifications, experience, and ability to provide the services and expertise requested; ability to respond promptly to requests; past performance; and other criteria relevant to the CONL's interests, including compliance with the procedural requirements stated in this RFQ. The CONL will not select a respondent who is in arrears or in default to the City with regard to any tax, debt, contract, security or any other obligation.

Pursuant to General Statute § 10-287, following the qualification process, the CONL shall evaluate the qualifications and request proposals, including pricing information, on the basis of the factors described herein. On the basis of the received qualification packages, the City shall determine a maximum of four (4) most responsible qualified proposers. The term "most responsible qualified proposers" means the proposer who is qualified by the CONL when considering the factors necessary for faithful performance of the School Projects based on the criteria and scope of work included in the request for proposals. The CONL may select any of the four (4) proposer based on all factors including, but not limited to, price, experience, references, capabilities, past performance, and other relevant criteria. The CONL is not restricted to selecting the proposer with the lowest price.

Evaluation criteria shall include due consideration of the proposer's pricing for the School Projects, experience with work of similar size and scope,

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Bennie Dover Jackson Middle School  
Request for Qualifications for Construction  
Management Services**

organizational and team structure, past performance data, including, but not limited to, adherence to project schedules and project budgets, the approach to the work required for the contract and documented contract oversight capabilities, and other criteria specific to the project. The maximum of four (4) finalists will then be interviewed, and the CONL shall select the most responsible qualified proposer.

Following the receipt and evaluation of responses to 1) Requests for Qualifications, 2) Requests for Proposals, and 3) interviews of up to four (4) finalists, the CONL will issue a Preliminary Notice of Award. A proposer has rights, and the CONL has obligations, only if and when a contract is executed by the City and the proposer.

If the proposer does not provide all required documents and execute the contract within ten (10) business days of the date of the Preliminary Notice of Award, unless extended by the CONL, the City may enter into discussions with another proposer.

**VII. Submission Instructions**

Seven (7) original copies, as well as one (1) electronic copy via thumb drive media, of the Statement of Qualifications shall be submitted to:

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

Each submission shall be delivered in a sealed envelope or package clearly identified as "RFQ: # 2019-16 CMR Services for the CITY OF NEW LONDON – BENNIE DOVER JACKSON MIDDLE SCHOOL".

Statement of Qualifications must be submitted by 2:00 p.m. EDT, on March 11, 2019. Postmarks prior to the submission deadline do NOT satisfy this condition. The City will not accept responses by e-mail or fax. Respondents are solely responsible for ensuring timely delivery. The City will NOT accept late responses.

The City may decline to accept responses received in unmarked envelopes that the City opens in its normal course of business. The City may, but shall not be required to, return such responses and inform the respondent that the documents may be resubmitted in a sealed envelope properly marked as described above.



An authorized person representing the legal entity of the respondent must sign the response and all forms included in this RFQ.

#### VIII. Termination or Amendment

The City reserves the rights to amend or terminate this RFQ, to reject any or all respondents, to request additional information, to waive any informalities or non-material deficiencies in a response, and to take any and all other action that, in the Town's sole judgment, will be in its best interests. The City reserves the right to ask any respondent to clarify its response or to submit additional information that the City in its sole discretion deems desirable.

In addition, the City may, before or after statement opening and in its sole discretion, clarify, modify, amend or terminate this RFQ if the City determines it is in the City's best interest to do so. Any addenda will be posted to the City of New London bid website as well as the Connecticut DAS Contracting Portal. **Each proposer is responsible for checking the DAS website and/or City website to determine if the City has issued any addenda to the RFQ, and if so, to complete its proposal in accordance with the RFQ as modified by the addenda. The City of New London's bid website is as follows:**

<http://ci.new-london.ct.us/content/7429/7431/7445/8764.aspx>

#### IX. Questions and Amendments

Questions concerning the process and procedures applicable to this RFQ or the other requirements of this RFQ 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](mailto:Charles.warrington@colliers.com)

All inquiries shall copy Ms. Dedra Aker, Purchasing Agent, New London Purchasing Department at [daker@ci.new-london.ct.us](mailto:daker@ci.new-london.ct.us). All inquiries must be submitted no later than 12 p.m. on Monday, March 4, 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.**

New London Public Schools  
Bennie Dover Jackson Middle School  
Request for Qualifications for Construction  
Management Services

At least four (4) calendar days prior to response deadline, 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.**

NON COLLUSION AFFIDAVIT OF PRIME BIDDER

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

\_\_\_\_\_, 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 \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

\_\_\_\_\_, 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 \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

\_\_\_\_\_ 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 from 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: \_\_\_\_\_

\_\_\_\_\_