

Request for Qualifications and Proposals

The Town of Suffield, Connecticut is accepting proposals for the following:

Construction Manager at Risk for Renovations and Addition to Suffield Town Hall

All submissions shall be made in accordance with the materials supplied by;

The Town of Suffield
Department of Public Works
230C Mountain Road
Suffield, Connecticut



Submissions will be received until **10 am, March 21, 2019**

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Date Issued: February 22, 2019

**Request for Qualifications and Proposals
Construction Manager at Risk for
Renovations Suffield Town Hall**

The Town of Suffield is seeking to engage a Construction Manager at Risk for pre-construction and construction management services for renovations to Suffield Town Hall located at 83 Mountain Road, Suffield, Connecticut 06078.

All the **Exhibits to and referenced in this RFQ/RFP** will be available on **February 22, 2019** and may be picked up from New England Blue Print Paper Co, Inc., 1365 Main St., Springfield, MA 01108, and Phone: (413)-737-3556. The documents can also be viewed and downloaded at www.nebplans.com, selecting the "All Public Jobs" tab and choosing the "Renovations and Addition to Suffield Town Hall" (the "NEB Site").

All **addenda to this RFQ/RFP** will be posted on the NEB Site as described above. Each proposer is responsible for checking the NEB Site to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFQ/RFP as modified by the addenda. **Proposers will be required to acknowledge receipt of all Addenda in the space provided in the Proposal Submittal Form. Failure to do so may disqualify the Proposer.**

Requests for information (RFI) must be submitted to the Town of Suffield, Department of Public Works ("DPW") no later than **March 7, 2019 at 2 pm.** by email to Christopher Matejek, Facilities Manager of Public Works at cmatejek@suffieldct.gov. All responses to RFI requests shall be emailed to all proposers who provided a valid email address at the mandatory pre-bid walk through no later than March 14, 2019.

The **mandatory pre-bid walk through** of the project site with DPW personnel will take place on **February 28, 2019 at 2PM.** All potential proposers are asked to meet at the back entrance of Suffield Town Hall at 1:45PM.

Each proposal shall be hand delivered or delivered by mail to **Department of Public Works, 230C Mountain Road, Suffield, Connecticut 06078** and shall contain **one original, two (2) printed hard copies as well as one digital copy via compact disk or USB drive** (pdf or similar standard readable format), all of which shall be in a sealed envelope or package clearly identified with the name and address of the proposer and the words "RFQ/RFP CMR Suffield Town Hall ". The Proposal Submittal Form (Exhibit B) shall be in a separate sealed envelope within the proposal and no fee information shall be included elsewhere in the proposal. Proposals received by facsimile or email will not be accepted.

Proposals must be received no later than the deadline for submissions which is March 21, 2019 at 2pm ("Submission Deadline") at which time they will be publicly opened. Timely submitted proposals will be reviewed and the contract awardee for the Project selected by the Town of Suffield's Permanent Building Commission (the "PBC"). The PBC may conduct interviews with some or all of the proposers.

No proposal will be accepted after the Submission Deadline. Proposals received after the Submission Deadline will not be considered and will be returned to the proposer unopened.

No proposer may withdraw its proposal for 60 days after the date of opening of proposals. If award of the Construction Contract (as hereafter defined) is not made within such 60 day period, a proposal may be extended by mutual written consent of the Town and the proposer.

Proposals that do not include all of the information required herein, or that are not submitted in accordance with the requirements of this RFQ/RFP, may be considered unresponsive and rejected by the Town.

The Town reserves the rights to amend or withdraw this Request for Qualifications and Proposals, accept all or any part of a proposal, reject all proposals, waive any informalities or non-material deficiencies in a proposal, decline to award any contract as a result of this RFQ/RFP, and award a contract for the Project to the proposer that, in the Town's judgment and discretion, will best serve the interests of the Town.

Non Discrimination in Employment: Bidders on this project will be required to comply with the President's Executive Order No. 11246.

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Construction Manager at Risk for
Renovations at Suffield Town Hall
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I. PROJECT INTRODUCTION

The Town of Suffield (the “Town”) is seeking qualifications and proposals from Construction Management (CMR) firms to serve as the Construction Manager at Risk (CMR), for preconstruction services including, without limitation, assistance with the planning, design, preparation of front end bid documents, value engineering and cost estimating, and to provide construction management services for the renovations to the Suffield Town Hall (the “Project”). The Town has appropriated a total project budget of \$5.1 million for the Project (the “Project Budget”), inclusive of all hard and soft costs. The Town is concurrently with this solicitation seeking proposals from Architectural/Engineering (A/E) firms to plan, design, prepare construction documents and provide construction administration services for the Project. The Project will be overseen by the Town through its Permanent Building Commission (PBC). Both the A/E and the CMR will report directly to the PBC. The project delivery method for the Project will be a Construction Manager at Risk with a Guaranteed Maximum Price.

The existing building was constructed in 1962. The building is approximately 16000 square feet. The building has been continuously used as a Town Hall since it was built. The Town seeks to renovate the building to include an addition of larger vault for Town records while addressing building concerns, such as updating building mechanical equipment, remediating environmental issues, and addressing space planning and layout needs for the present and future.

The Town may, before or after proposal opening and in its sole discretion, clarify, modify, amend or withdraw this RFQ/RFP if the Town determines it is in the Town’s best interest to do so. Any such action shall be effected by a posting a notice thereof on the NEB Site.

II. Scope of Services

The Town will require the CMR to work with the A/E during each design phase to prepare time and cost estimates. The Town will engage a land surveyor, hazardous materials consultant, and provide AV/IT information to the A/E for incorporation into the design. The Town will also engage professional consultants for materials testing and Special Inspections required during the construction phase of the project.

Proposals should include information demonstrating proposer’s ability and approach to fulfilling the Scope of Work identified herein. The following scope items are intended to clarify, but not limit, the work proposed to be performed by the selected CMR for the Project.

The scope of the work for this Project includes preconstruction services (e.g. scheduling and cost estimating) and construction management services as described in the form of contract included in this RFQ/RFP(Exhibit A.i and ii) (the “Construction Contract”) and described below. In the event a proposer proposes to subcontract any of the preconstruction services, proposer must provide a list of proposed subconsultants, including names, addresses, qualifications and credentials. Subconsultant representatives should be included in the team organizational chart to be submitted as part of the proposal. The team organizational chart shall include any recommended sub-consultants that the CMR may require.

Specifically, as detailed in the Conceptual Design (Exhibit C.i) the Project must address the following concerns identified by the Town and included in the RFP for A/E services:

1. ADA/ Building Code issues:
 - a. Rework the rear interior exit rear staircase to exit directly to the outside.
 - b. Add ADA parking accessible ramp and rebuild stair at front entrance.
 - c. Provide a fully sprinklered building.
 - d. Remove existing Lower Level bathroom and replace with ADA accessible bathrooms on Lower Level.
 - e. Create new rear hallway, covered entrance and sidewalk at grade level to existing parking lot.
 - f. Overall building code compliance.
2. New vault on Ground Floor off the back- proposed at ~ 700 square feet:
 - a. Project is authorized for 1,260 square foot addition (including vault) if needed to accommodate program
3. Necessary hazardous materials remediation, including asbestos.
4. New VRF Heat/AC pump system throughout
 - a. Remove unit heaters and enclose remaining space
 - b. Minimal disruption to existing walls on upper level
5. Move and upgrade electrical service. Add data and electrical wiring as needed.
6. Evaluate exterior brick masonry for extent of rehabilitation needed, including repointing, replacement of damaged brick and joint sealant, and cleaning.
7. Evaluate drainage/ install curtain drains where needed (e.g., front, East and West side of building)
8. Create new room areas as shown on attached plans, with new partitions; new floor, wall, and ceiling finishes; new lighting fixtures; new casework; and new doors and hardware.
9. Evaluate the need for replacement of finishes, doors, and door hardware in rooms to remain as-is, and replacement of existing exterior doors and door hardware. Re-evaluate roofing.
10. Add movable partition to divide the large meeting room and add a code compliant second exit.
11. Plan for new space-efficient furniture to maximize functionality of renovated building, including new large meeting room. Note: specific furniture selection to be completed by Town staff.

12. Infrastructure to accommodate audio visual equipment for recording and streaming meetings in the large conference room on first floor.
13. Evaluate Code Compliance throughout the building.
14. Provide new room identification and wayfinding signage throughout the building.
15. Ensure adequate heat/ventilation for elevator mechanical room.
16. Evaluate exterior building and parking lot lighting.

To address those items, the Scope of Work shall include, at minimum, the following efforts toward completion of the Project:

PHASE I - Preconstruction (Schematic Design Phases):

1. Review of existing documentation/reports/plans/budget/meeting minutes/etc.
2. Field verifications/visual inspections of the existing facility.
3. Meet with the PBC, Town personnel and the A/E retained by the Town to agree as to project scope, existing conditions, budget, concept plans, and construction phasing/duration. Include, at minimum, attendance at bi-weekly meetings during the Schematic Design Phases of the Project, by the CMR's Pre Construction Manager. Note that the PBC meetings are typically held at night.
4. Include in the proposed fee for preconstruction services for Phase I meetings with all Town Boards and Commissions necessary for completion of this phase of the Project.
5. Prepare a minimum of one (1) Conceptual Estimate for the Project with supporting scope documentation.
6. Review the Schematic Design drawings and specifications, and provide constructability suggestions to the A/E design team.
7. Prepare a minimum of one (1) Schematic Design Estimate for the Project with supporting scope documentation.
8. Provide a detailed Pre-Construction Critical Path Schedule for the Schematic Design Phases for the Project. Provide monthly schedule updates. Include design team durations and approval milestones.
9. Review environmental studies provided by the Town's consultants. Provide comments/input on Town consultant's surveys, regarding impact of hazardous material throughout the full path of construction. Review and comment on estimate for environmental remediation provided by the Town's consultant.

PHASE II - Preconstruction (Design Development and Construction Documents Phases)

1. Meet with the PBC, Town personnel and the design team retained by the Town to review project scope, existing conditions, budget, concept plans, and construction phasing/duration. Include, at a minimum, attendance at 3 meetings during Schematic Design Phase, 3 meetings during the Design Development phase, and 2 meetings during the Construction Documents Phase, by the CMR's Pre Construction Manager. Note that the PBC meetings are typically held at night.
2. Include in the proposed fee for preconstruction services for Phase II meetings with all Town Boards and Commissions necessary for completion of this phase of the Project.
3. Prepare a minimum of (one) Design Development Estimate with supporting scope documentation for the Project.

4. Participate in value-engineering process with PBC, Town and design team at the completion of the Design Development Phase.
5. Provide detailed Pre-Construction Critical Path Schedule for the Design Development and Construction Document Phases. Provide monthly schedule updates against project baseline. Include design team durations, approval milestones, and estimating durations.
6. Review environmental studies provided. Provide comments/input regarding the surveys as to how they impact the full path of construction. Review and comment on estimate for environmental remediation provided by the Town's consultant.
7. Provide analysis of constructability, materials, and methods, and determine availability of trades and materials. Coordinate with the design team in evaluation of value engineering, project substitutions, and other potentially cost savings alternatives.
8. Prepare/assemble construction front end documents suitable for competitive public bidding. Construction Documents shall include plans (project drawings by the Town's Architect/Engineer) and specifications (project manual). The specifications shall consist of general and special conditions, bid forms, technical specifications and prevailing wage rates.
9. Develop specific scopes of work for each trade bid package.
10. Provide the Town with a bid list of pre-qualified bidders. During the bid period of the Project, update the list weekly, calling each bidder to maximize bid coverage. Provide the Town with a record noting each call.
11. When the Construction Documents are 95% complete and approved by the Town, solicit bids for each element of the work by public advertising, prepare lists of qualified trade subcontractors and suppliers, conduct pre-bid conferences, and actively seek and encourage participation from a wide variety of qualified trade subcontractors to ensure that a large number of competitive bids are obtained. Obtain at least three bids for those components of the work. Hold a public bid opening conference, record all bids and create a written comparison of the bids. Document that all required documents were submitted with each subcontractor's bid.
12. Review and analyze all bids, determine the validity of such bids, conduct thorough scope reviews, prepare written analyses/comparisons, and meet with the Town to review such analyses/comparisons. Obtain all required bid bonds, payment and performance bonds, and insurance certificates naming Town of Suffield as additional insured. Prepare all subcontracts between the CMR and its subcontractors.
13. Establish reasonable and realistic budget contingency.
14. Prepare and submit to the Town a Guaranteed Maximum Price proposal for the project consistent with the requirements of the Construction Contract. Include the following; Cover page, table of contents, GMP summary, general conditions detailed breakdown, reimbursable detailed breakdown, qualifications, exclusions, listing of all trade contractor allowances, listing of all construction manager held allowances, drawing log, specification log, RFI log, schedule, and bid comparisons for each bid package.

PHASE III – Construction Administration and Construction Management

1. Include in the proposed compensation to be paid to the CMR for services for this phase meetings with all Town Boards and Commissions necessary for completion of this phase of the project.
2. Establish management procedures, including periodic financial disposition of the Project, progress reports, contracts, insurance status, invoicing, disbursements, allowance and contingency balance logistics and buy savings tracking.
3. Work with the subcontractor(s) to establish site mobilization, security, diversity, and safety plans.
4. Assume overall responsibility for managing, supervising, directing, coordinating, and maintaining quality control over all aspects of construction.
5. Obtain all required permits for the Project.
6. Maintain full-time, qualified, experienced personnel, approved by the Town, with the expertise required for the administration of all subcontracts.

7. Provide a staffing Plan to the Town. Maintain at a minimum of One (1) Part Time Project Engineer (20 hrs per week during submittal phase), One (1) Full time Superintendent and One(1) Part-Time Project Manager a minimum of one hour per week for the duration of the Project. Allocate additional staff members to the Project, as your organization deems necessary, to complete the Project as outlined within this RFQ/RFP and as outlined in the Construction Contract.
8. Program and schedule the work in advance of actual construction operations to ensure that trade contractors are utilized to their fullest extent in an efficient and cost effective manner for the work projected.
9. Continue the value engineering process throughout construction in order to determine additional ideas that could be implemented without adversely affecting the schedule.
10. Inspect the work daily to ensure the Town's objectives are being met and that the work is being performed in accordance with the Construction Documents and in accordance with applicable laws, rules, and regulations.
11. Coordinate the activities of utility companies and regulatory agencies as they relate to owner responsibilities toward the completion of the Project. Review, evaluate and submit for the Town's final approval any costs assigned by utilities and similar construction-related information.
12. Review, evaluate, approve, and submit for the Town's final approval all change orders and other required construction-related information. Resolve disputes and delays.
13. Attend, and provide minutes of, weekly progress meetings with the Town, project manager, architects and engineers to ensure all matters of construction are being appropriately addressed. Also conduct regular meetings with the trade subcontractors to ensure that their activities are being managed in an appropriate manner and on schedule.
14. Attendance at Permanent Building Commission Meetings by the Project Manager, bi-weekly throughout the Construction duration. Note these meetings are traditionally held at night.
15. Conduct and document regular safety meetings.
16. Maintain frequent coordination with Town staff supporting the PBC.
17. Receive and process all applications for payment/invoices from subcontractors and suppliers; review and adjust same; issue monthly applications for payment to the Town and A/E for approval. On a regular (monthly) basis, complete and submit budget control reports that outline cash flow, actual cost vs. GMP, buy out savings, contingency usage and balance, and allowances.
18. Secure and submit to the Town all closeout reports including guarantees, warranties, final lien-waivers, as-built drawings, maintenance and procedure manuals for new equipment, and provide sign-offs by proper government authorities.
19. Secure and submit to the Town an independent third-party commissioning report (this is considered an option by the Town; any costs associated with commissioning shall be listed independent of other costs attributable to the Project).
20. Identify and ensure the remedy of any incomplete or non-conforming work. Obtain required approvals from State and local building and fire officials to expedite the Certificate of Occupancy.
21. Ensure proper completion of punch list items. Generate incomplete and first punch list.
22. Receive and maintain partial conditional (on a monthly basis) and final waivers of claims and liens from suppliers, contractors, subcontractors, and any other entities in connection with the Project.
23. Ensure compliance of subcontractor(s) with all federal, state, and local codes and ordinances as to means and methods of construction, including prevailing wage.
24. Monitor and maintain required insurance for all subcontractors.
25. Provide for the required close-out of final construction.
26. Review the environmental surveys of the building. CMR services shall include coordination with the hygienist for incorporation of hazardous material abatement into the Project. Hazardous materials abatement will be done by The Town of Suffield's Abatement Contractor whose work will be managed by the CMR.

- 27. Submittal management, including a submittal schedule and ample review time for design team.
- 28. Complete certified payroll and utilization reporting.
- 29. Provide project-required insurance as required by the Town.

III. Project Schedule

The following is the proposed schedule, primarily relevant to the selection process. Please be advised that as part of your firm’s proposal, a project schedule is to be included, using the following as a **general guideline**, incorporating any adjustments that proposer deems appropriate and necessary to successfully complete the Project. Feedback on the schedule is appreciated.

• Date of RFQ/RFP Issuance	February 22, 2019
• Date of Mandatory Walkthrough	February 28, 2019
• Requests for Information	March 7, 2019
• Proposals Due	March 21, 2019
• A/E Interviews	April 3, 2019
• CMR Interviews	April 9, 2019
• Recommendation for Award	April 16, 2019
• Contract finalized	May 14, 2019
• Conceptual Estimating Period (CMR)	May 14, 2019 to May 30, 2019
• Schematic Design Completed (A/E)	July 8, 2019
• Estimating Period (CMR)	July 29, 2019
• Design Development Completed (A/E)	September 4, 2019
• Estimating Period (CMR)	September 25, 2019
• Construction Documents Issued	November 25, 2019
• Bids Due/Guaranteed	
Maximum Price (GMP) (CMR) (A/E)	December 18, 2019
• Bid Review & Awards (CMR)	January, 2020
• Construction Phase Begin	February, 2020
• Project Completion	October 2020
• Closeout	December 2020

IV. Submission Requirements

All proposals shall include the following:

1. Transmittal Letter: A transmittal letter signed by a duly authorized representative of the proposer certifying that the proposal and any fee/compensation proposed therein will remain valid and in effect for 60 days after the date of opening of proposals.
2. Required Forms:
 - i. Proposal Submittal Form
 - ii. Legal Status Disclosure
 - ii. Suffield Ethics Commission Acknowledgement Form
 - iii. Certification re: Equal Employment/Affirmative Action Policy
 - iii. Non- Collusion Affidavit

- iv. Reference Form
- vii. Acknowledgment and Acceptance of Form of Contract

3. Qualifications:

a. *Contractor Qualification Information:*

Each proposer shall provide copies of the following documents:

- i. Current Major Contractor's License for the State of Connecticut.
- ii. Current Certificate of prequalification issued by the State of Connecticut Department of Administrative Services (DAS) pursuant to CGS§4a-100 and update bid statement submitted pursuant to CGS §4b-91. All proposers must have a Group B or C pre-qualification with the DAS to be considered for this project. The selected CMR must remain so prequalified throughout the duration of the Project.
- iii. Experience Modification Rating Confirmation from Insurance Agent. All organizations must have an experience modification rating of 1.25 or less for the last three years to be considered for this Project. The Superintendent must have an OSHA-30 certification. All on-site project team members must have OSHA-10 certification.
- iv. Completed A305-1986 Contractor's Qualification Statement.

b. *Firm Overview:* Provide a narrative overview of why proposer is uniquely qualified to manage a building program involving fast-track renovation and addition projects of municipal facilities.

c. *References:* References for at least three (3) projects completed as a Construction Manager at Risk for a municipality or private company in Connecticut in the last five years, each with a guaranteed maximum price of at least Five million dollars. Briefly describe the projects and provide owner reference contact information (name, address and telephone number) per the Reference Form included as a part of this RFQ/RFP.

d. *Project Team:* Provide an organizational chart for staffing specific to the entire Project, including home office support. Provide resumes and experience of each of the individuals to be assigned to this Project. Provide references (name, address and telephone number) for the Project Executive, Project Manager, and Project Superintendents for each of their last two projects.

e. *Project Schedule:* Provide the proposed Project Schedule for completion of the Project referred to in the first paragraph of Article III of this RFQ/RFP.

f. *Project Approach:* Describe proposer's approach to the following
Pre-Construction

- v. Project Scheduling; including approach to schedule management and software utilized.
- vi. Estimating; including software utilized, approach to estimating, and approach to value engineering.
- vii. Purchasing; including bid packages, scopes of work, bid phase management, scope review process

Construction

- viii. Safety; including proposer's approach to safety and tools utilized to manage site safety.
- ix. Project Document Control; including proposer's approach to project document control, tools utilized to manage project documents.
- x. Cost Control; including proposer's approach to cost control, tools utilized to manage costs, and sample monthly project cost reports.
- xi. Quality; including proposer's approach to quality control, tools utilized to manage quality.

Collaboration

- xii. Describe proposer's approach to working with the Design Team and the PBC over the course of the Project.

4. Proposal:

- a. The proposed fees shall be consistent with the attached checklist in terms of items included in fee as opposed to general conditions or subcontracted costs. Proposals must be submitted on the "Proposal Submittal Form" (Exhibit B) in a sealed envelope separate from (but included with) the rest of the proposer's submission.
- b. *Preconstruction:*
 - i. Provide a lump sum preconstruction fee for Phase 1 (Schematic Design Phase) services. In the event the Project does not proceed beyond the Schematic Design phase, this schematic phase fee will represent the entire amount due to the CMR under the Construction Contract.
 - ii. Provide a lump sum preconstruction fee for Phase 2 (Design Development and Construction Document Phase) services. In the event the Project does not proceed beyond the Construction Documents phase, this Phase 2 fee (combined with the Phase 1 Fee) will represent the entire amount due to the CMR under the Construction Contract. The Town shall have the right under the Construction Contract to terminate the selected CMR for any or no reason.
- c. *Construction:*
 - i. Provide the Construction Manager's Fee (as defined in the Construction Contract) expressed as a percentage of the Cost of the Work (as defined in the Construction Contract). The Construction Manager's Fee will not change if the construction start date is delayed.
 - ii. Provide amount to be reimbursed to the CMR for General Liability Insurance expressed as a percentage of the Cost of the Work.
 - iii. Provide a lump sum amount for General Conditions for the Project consistent with the costs identified as General Conditions Costs on the Proposal Submittal Form. General Conditions Costs will be a fixed lump sum amount and not subject to increase except as provided in the Construction Contract.
 - iv. Construction Contingency expressed as a percentage of the Cost of the Work exclusive of General Conditions Costs and General Liability Insurance premiums. Application of any portion of the construction contingency to costs of the Project shall be subject to the Town's prior approval.
 - v. Performance and Payment Bonds expressed as a percentage of the Guaranteed Maximum Price.

v. **Evaluation Criteria and Award Considerations**

1. Evaluation Criteria:

Selection of the CMR for the Project will be the responsibility of the PBC. The evaluation of proposers will be based upon the written proposals and select presentations and interviews. The criteria, which will be evaluated, include the following:

- a. The level of specialized experience of the proposer and its assigned personnel.
- b. The proposer's understanding of and approach to the Project.
- c. The proposer's level of experience working on similar municipal structures.
- d. The proposer's level of experience as a Construction Manager at Risk in coordinating all aspects of construction as are relevant to the Project.
- e. The proposer's ability to prepare and provide accurate and complete bid documentation for public procurement.
- f. The proposer's ability to provide reliable and accurate cost estimates for comparable projects.
- g. The proposer's ability as a Construction Manager at Risk to perform comparable projects within budget and on schedule.

- h. The proposer's and its consultants' personnel, support staff, etc. ability to work effectively and efficiently with each other and with municipalities and design professionals.
- i. The proposer's proposed Project schedule, including milestones.
- j. The level of clarity, organization, and effective presentation of proposal submissions.
- k. Proposed fee schedule and fee schedule methodology.

The Town will invite a short list of qualified proposers for an interview with the PBC based upon the written submissions. Proposers selected for an interview will be provided with the content of the interview panel and the selected proposers will be required to submit affidavits relating to their relationship(s) with members of the panel. The names of interview committee members will be released solely for the purpose of preparation of affidavits. The selected proposers shall not directly contact the panel members prior to or immediately following the interview process.

2. Award Considerations and Contract Executions:

Evaluation and subsequent award of the Construction Contract for the Project will be primarily based on proposer's qualifications however, as outlined above, cost to the Town will be one of the criteria to be applied in the evaluation and selection of the CMR for the Project. The Town is not required to select the low bidder per the Town's Procurement Policy.

The Town reserves the right, either before or after the opening of proposals, to ask any proposer to clarify its proposal or to submit additional information that the Town in its sole discretion deems desirable.

All proposals will be publicly opened on the date, at the time, and at the place identified in this RFQ/RFP. Proposers may be present at the opening. The Town reserves the right to correct, after proposer verification, any mistake in a proposal that is a clerical error, such as a price extension, decimal point error or FOB terms. The Town will select the proposer that it deems to be in the Town's best interest and issue a Preliminary Notice of Award to the successful proposer. The award may be subject to further discussions with the proposer. The making of a preliminary award to a proposer does not provide the proposer with any rights and does not impose upon the Town any obligations. The Town is free to withdraw a preliminary award at any time and for any reason. A proposer has rights, and the Town has obligations, only if and when the Construction Contract is executed by the Town and the proposer. If the proposer does not execute the Construction Contract within ten (10) business days of the date of the Preliminary Notice of Award, unless extended by the Town, the Town may withdraw its Preliminary Notice of Award and enter into discussions with another proposer. The Preliminary Notice of Award and Contract Execution dates reflected in Article III of this RFQ/RFP are anticipated, not certain, dates.

VI. **Contract and Other Considerations**

1. Form of Contract:

For the purposes of engaging the selected CMR for the Project, the Town intends to use the modified versions of the A133-2009 Standard Form of Agreement between Owner and Construction Manager as Constructor and AIA A201 – 2007 General Conditions of the Contract for Construction included in this RFQ/RFP (Exhibit A). The Additions and Deletions Reports associated with the Agreement and General Conditions are available upon request. Revisions to the AIA standard contract forms include adherence to the conditions cited with this RFO/RFP, with specific attention to indemnification, insurance and governing law. **If a proposer is unwilling or unable to comply with any of terms and conditions set forth in the above referenced proposed form of contract, the proposer must disclose that inability or unwillingness in its**

Proposal and specifically identify the unacceptable terms and conditions. Notwithstanding the foregoing, the Town reserves the right to make changes to the proposed form of contract as would best serve the interest of the Town and the Project.

2. Prevailing Wage:

State law requires that wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker under the Contract and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Stat. § 31-53, as amended, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the Town. A successful proposer who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day. The prevailing wage rates applicable to the Project are set forth by the State of CT Department of Labor. Upon award of the Construction Contract, the selected CMR must certify under oath to the State Labor Commissioner the pay scale to be used by the selected CMR and its subcontractors (Contractor's Wage Certification Form).

3. Preferences.

The selected CMR shall comply with the requirements of Conn. Gen. Stat. § 31- 52(b), as amended. Specifically, the selected CMR agrees that in the employment of labor to perform the work under the Contract, preference shall be given to citizens of the United States who are, and have been continuously for at least three (3) months prior to the date of the Contract, residents of the labor market area (as established by the State of Connecticut Labor Commissioner) in which such work is to be done, and if no such qualified person is available, then to citizens who have continuously resided in Hartford County for at least three (3) months prior to the date hereof, and then to citizens of the State who have continuously resided in the State at least three (3) months prior to the date of the Contract.

4. Workers Compensation:

Prior to Contract execution, the Town will require the potential contract awardee to provide a current statement from the State Treasurer that, to the best of her knowledge and belief, as of the date of the statement, the potential contract awardee was not liable to the State for any workers' compensation payments made pursuant to Conn. Gen. Stat. § 31-355.

5. Safety:

The selected CMR and each of its permitted subcontractors shall furnish proof that each employee performing the work of a mechanic, laborer or worker under the Contract has completed a course of at least ten (10) hours in construction safety and health approved by the federal Occupational Safety and Health Administration or has completed a new miner training program approved by the Federal Mine Safety and Health Administration. Such proof shall be provided with the certified payroll submitted for the first week each such employee, mechanic, laborer, or worker begins work under the Contract.

6. Insurance.

- a. Prior to the execution of the Construction Contract, the Town requires that the selected CMR provide to the Town a certificate of insurance (Acord or other approved format) evidencing that the CMR maintains the following insurance and has named the Town of Suffield as an additional insured as regards the insurance described in (i), (ii) and (iv) below:
 - i. General Liability (including completed operations coverage) in the amounts of \$3,000,000 (combined single limit) Bodily Injury/Property Damage coverage per occurrence, and \$10,000,000 general aggregate coverage.

- ii. Automobile Liability in the amount of \$1,000,000 (combined single limit), Property Damage and Bodily Injury coverage.
 - iii. Professional/Errors & Omissions Liability, in an amount not less than \$2,000,000 per occurrence and \$4,000,000 aggregate.
 - iv. Excess/Umbrella Liability, in the amount not less than \$5,000,000 following form.
 - v. Worker's Compensation as defined in the Connecticut General Statutes.
 - vi. Employer's Liability in an amount not less than \$1,000,000.
- b. The insurance requirements are more particularly described in the Construction Contract. Said insurance shall be provided at the sole expense of the selected CMR with an insurance company which is licensed to do business in the State of Connecticut and with a rating of A- or better by A.M. Best. Any subcontractor to the selected CMR shall be likewise covered, and shall furnish certificates of coverage acceptable to the Town before starting work. The selected CMR shall maintain professional liability insurance until the expiration of the applicable statute of limitations. The Town reserves the right to request from the selected CMR a complete, certified copy of any required insurance policy.

7. Questions:

Questions concerning the process and procedures applicable to this RFQ/RFP are to be submitted in writing (including by e-mail or fax) and directed only to:

Christopher Matejek
Facilities Manager of Public Works
Tel (860) 668-3890
Fax (860) 668-3326
Email: cmatejek@suffieldct.gov

Questions concerning this RFQ/RFP's Specifications are to be submitted in writing (including by e-mail or fax) and directed only to:

Christopher Matejek
Facilities Manager of Public Works
Tel (860) 668-3890
Fax (860) 668-3326
Email: cmatejek@suffieldct.gov

Proposers are prohibited from contacting any other Town employee, officer or official concerning this RFQ/RFP. A proposer's failure to comply with this requirement may result in disqualification. No oral statement of the Town, including oral statements by the Town representatives listed above, shall be effective to waive, change or otherwise modify any of the provisions of this RFQ/RFP, and no proposer shall rely on any alleged oral statement.

8. Costs for Preparing Proposal:

Each proposer's costs incurred in developing its proposal are its sole responsibility, and the Town shall have no liability for such costs

9. Ownership of Proposals:

Upon submission to the Town, all proposals shall become the Town's property and proposers will not be entitled to return of any proposal materials.

10. Freedom of Information Act (CGS Sec. 1-200, et. seq.)

All information submitted in a proposal or in response to a request for additional information becomes a public record upon receipt by the Town and **is subject to disclosure** under the Connecticut Freedom of Information Act (FOIA), as amended and judicially interpreted. Although the FOIA provides a limited, permissive exemption from disclosure of responses to RFQ/RFPs (CGS Sec. 1-210(b)(24)), **this exemption expires** once a contract is executed or negotiations for the award of such contract have ended, whichever occurs earlier.

Each proposer should understand that the Town of Suffield does not guarantee that it will not disclose confidential financial, trade secret or other data of such proposer if a FOIA request for disclosure of the same is made. If the Town chooses not to disclose such information based on the limited, permissive exemption that the FOIA provides for trade secrets and other confidential information (CGS Sec. 1-210(b)(5)(B) and (A)), the Town cannot guarantee that the Freedom of Information Commission will not order the Town to disclose such information if a party requesting the same files a complaint with the Commission.

11. Required Disclosures:

Each proposer must, in its Proposal Form, make the disclosures set forth in that form. A proposer's acceptability based on those disclosures lies solely in the Town's discretion.

12. References:

Each proposer must complete and submit the Reference form included in this RFQ/RFP.

13. Legal Status:

If a proposer is a corporation, limited liability company, or other business entity that is required to register with the Connecticut Secretary of the State's Office, it must have a current registration on file with that office. The Town may, in its sole discretion, request acceptable evidence of any proposer's legal status. Each proposer must complete and submit the Proposer's Legal Status Disclosure form included in this RFQ/RFP.

14. Presumption of Proposer's Full Knowledge:

Each proposer is responsible for having read and understood each document in this RFQ/RFP and any addenda issued by the Town. A proposer's failure to have reviewed all information that is part of or applicable to this RFQ/RFP, including but not only any addenda posted on the NEB Site, shall in no way relieve it from any aspect of its proposal or the obligations related thereto. Each proposer is deemed to be familiar with and is required to comply with all federal, state and local laws, regulations, ordinances, codes and orders that in any manner relate to this RFQ/RFP or the performance of the work described herein. By submitting a proposal, each proposer represents that it has thoroughly examined and become familiar with the scope of work outlined in this RFQ/RFP, and it is capable of performing the work to achieve the Town's objectives. If applicable, each proposer shall visit the site, examine the areas and thoroughly familiarize itself with all conditions of the property before preparing its proposal.

15. Tax Exemptions:

Where applicable the Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes. Federal Tax Exempt # 06-6002104. Sales and use taxes may be applicable to work done by the CMR.

16. Performance Security:

Upon the establishment of the Guaranteed Maximum Price for the Project under the Construction

Contract, the selected CMR shall furnish:

a. A performance bond covering the faithful performance of the Construction Contract as amended by the Guaranteed Maximum Price Amendment (the "Performance Security"). The Performance Security shall be 100% of the agreed Guaranteed Maximum Price and in a form reasonably acceptable to the Town. The Performance Security shall be issued by a company licensed by the State of Connecticut that has at least an "A-" VIII policyholders rating according to Best Publication's latest edition Key Rating Guide.

b. A bond covering the selected CMR's payment to its subcontractors and suppliers of all obligations arising under the Construction Contract as amended by the Guaranteed Maximum Price Amendment (the "Payment Bond"). The Payment Bond shall be (a) in the full amount of the Guaranteed Maximum Price; (b) in a form reasonably acceptable to the Town; (c) issued by a company licensed by the State of Connecticut that has at least an "A-" VIII policyholders rating according to Best Publication's latest edition Key Rating Guide; and (d) comply with all of the requirements of Connecticut General Statutes Section 49-41.

c. The surety bonds issued in connection with any contract awarded in connection with this RFQ/RFP shall include the following language:

"In the event that the surety assumes the contract or obtains a bid or bids for completion of the contract, the surety shall ensure that the contractor chosen to complete the contract is prequalified pursuant to section 4a-100 of the Connecticut general statutes in the requisite classification and has the aggregate work capacity rating and single project limit necessary to complete the contract".

17. Affirmative Action and Equal Opportunity:

Each proposer must submit a completed Proposer's Certification Concerning Equal Employment Opportunities and Affirmative Action Policy form included with this RFQ/RFP. Proposers with fewer than ten (10) employees should indicate that fact on the form and return the form with their proposals. A firm with fewer than ten (10) employees shall further be required to have a written equal opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, gender, national origin or age. Findings of noncompliance with applicable State and Federal equal opportunity laws and regulations could be sufficient reason for revocation or cancellation of this contract.

18. Nonresident Real Property Contractors:

If the selected CMR is a "nonresident contractor" as defined in Conn. Gen. Stat. § 12-430(7)(A) as amended, it shall comply fully with the provisions of § 12-430(7) and, prior to execution of the Contract, shall furnish the Town with proof that it is a "verified contractor" within the meaning of General Statutes Section 12-430(7) or that it has posted a bond with the Commissioner of Revenue Services in compliance with General Statutes Section 12-430(7). The selected CMR agrees to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), from any and all taxes, interest and penalties that the State of Connecticut asserts are due with respect to the selected CMR's activities under the Construction Contract. The selected CMR shall also be required to pay any and all attorney's fees incurred by the Town Indemnified Parties in enforcing any of the selected CMR's obligations under this section, whether or not a lawsuit or other proceeding is commenced, which obligations shall survive the termination or expiration of the Construction Contract.

19. Compliance with Immigration Laws:

By submitting a proposal, each proposer confirms that it has complied, and during the term of the Construction Contract will comply, with the Immigration Reform and Control Act ("IRCA") and that each

person it provides under the Contract will at all times be authorized for employment in the United States of America. Each proposer confirms that it has a properly completed Employment Eligibility Verification, Form I-9, for each person who will be assigned under the Contract and that it will require each subcontractor, if any, to confirm that it has a properly completed Form I-9 for each person who will be assigned under the Contract. The selected CMR shall defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), against any and all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including fines, penalties, punitive damages, attorney's fees and costs, brought or assessed against, or incurred by, the Town Indemnified Parties related to or arising from the obligations under IRCA imposed upon the selected CMR or its subcontractors. The selected CMR shall also be required to pay any and all attorney's fees and costs incurred by the Town Indemnified Parties in enforcing any of the selected CMR's obligations under this provision, whether or not a lawsuit or other proceeding is commenced, which obligations shall survive the termination or expiration of the Construction Contract.

20. Non Collusion Affidavit:

Each proposer shall submit a completed Proposer's Non Collusion Affidavit that is part of this RFQ/RFP.

The signing of a proposal by an individual on behalf of a proposer shall be deemed to be a declaration by such individual that no person or persons other than members of proposer are interested in the Project or in the contract proposed to be taken; that it is made without any connection with any other person or persons making a proposal for the same work and is in all respects fair and without collusion or fraud; that no person acting for or employed by the Town of Suffield is directly or indirectly interested therein, or in the supplies or works to which it relates or will receive any part of the profit or any commission therefrom in any manner which is unethical or contrary to the best interests of the Town of Suffield.

More than one offer from an individual, firm partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a proposer is interested in more than one proposal for the work contemplated will cause rejection of all proposals in which the proposer is interested. Any or all proposers will be rejected if there is any reason for believing that collusion exists among the proposers.

Participants in such collusion may not be considered in the future offers for the same work. Each proposer, by submitting a bid, certifies that it is not a part to any collusive action. Notices, advertisements, and solicitations placed in accordance with Federal Law, rules or regulations, shall be deemed sufficient for the purpose of meeting the requirements of this section.

21. Wage Rates:

The selected CMR will request the prevailing wage rates from the Connecticut Department of Labor for the Project.

22. Permits:

The selected CMR shall, or shall cause its subcontractors to, obtain all required permits for the Project. The selected CMR will be responsible for the State of Connecticut Education fee of \$0.26 per \$1,000.

23. W-9 Form:

The successful proposer must provide the Town with a completed W-9 form before Contract execution.

VII. Exhibits

All exhibits accessible through New England Blue Print Co., Inc., 302 Locust St., Springfield, MA 01108, and phone: (413) 737-3556. The documents can also be viewed and downloaded at www.nebplans.com, selecting the "All Public Jobs" tab and choosing the "Town Hall Project."