

TOWN OF CHESHIRE, CONNECTICUT

REQUEST FOR QUALIFICATIONS FOR OWNER'S REPRESENTATIVE SERVICES FOR THE NEW NORTON ELEMENTARY SCHOOL PROJECT

RFQ #2223-23

February 6, 2023

I. LEGAL NOTICE

TOWN OF CHESHIRE
REQUEST FOR QUALIFICATIONS
RFQ# 2223-23
OWNER'S REPRESENTATIVE SERVICES
FOR THE NEW NORTON ELEMENTARY SCHOOL PROJECT

The Town of Cheshire, acting through its Next Generation School Building Committee (NGSBC), is seeking to engage an Owner's Representative to provide services related to the planning, design and construction of the New Norton Elementary School in Cheshire, CT.

Respondents are required to submit ten (12) hard copies and one original sealed Statement of Qualifications, with a digital copy of all documents on a flash drive, no later than Wednesday, March 8, 2023 at 11:00 a.m., in accordance with Submission requirements (Section V), to the Cheshire Town Hall, Town Manager's Office, Room 221, 84 South Main Street, Cheshire, CT 06410, marked "RFQ # 2223-23 for the New Norton Elementary School Owner's Representative Services."

The documents comprising this Request for Qualifications package may be obtained on the Town's website, www.cheshirect.org, under "Bids and Requests for Proposals". Statements of Qualifications received after the stated date and time will be rejected.

The Town of Cheshire reserves the right to reject any or all Statement for Qualifications, or waive defects in same, if it deems such to be in the best interest of the Town of Cheshire. Questions regarding this Request for Qualifications should be directed to Cheshire Public Schools Superintendent, Dr. Jeff Solan at jsolan@cheshire.k12.ct.us with a copy to Richard Gusenburg – NGSBC Chair Richard.Gusenburg@cheshire.k12.ct.us, TownManager@cheshirect.org, and vmasciana@cheshire.k12.ct.us

Sean M. Kimball, Town Manager

Publish one time only in the New Haven Register under LEGAL on February 6, 2023 and Post to CT DAS Contracting Portal

II. OVERVIEW AND BACKGROUND INFORMATION

The project to construct two new elementary schools in Cheshire is the result of a multi-year effort by a Town Council appointed School Modernization Committee (SMC) that released its final report on April 1, 2021 ([see Appendix 1](#)).

(<https://drive.google.com/file/d/1D3RSqurgTNwkF3u-wWOcvwcD1VHgZBi5/view>)

The SMC study was comprehensive and included all relevant factors, including but not limited to: projected enrollment by grade, building capacity, building age and building compliance with applicable codes, fiscal consideration of renovating existing buildings versus new construction. The SMC ultimately made recommendations that led to a plan unanimously approved by the Cheshire Board of Education and the Cheshire Town Council to construct two new elementary schools. Once construction of the two new elementary schools is complete, three older school buildings will be closed, namely Darcey School, Chapman Elementary School and Norton Elementary School.

There are currently eight [8] school buildings used by the Cheshire Public School district; the age, use and enrollment of each is summarized in the table below:

Building Name	Year Built	Age	Grades	Student Enrollment as of 10-1-19	Student Enrollment as of 10-1-22
Humiston School / Central Office	1912	108	Alt 9-12	30	23
Darcey School	1947	73	Pre-K	102	115
			K	81	34
Chapman Elementary School	1950	70	K-6	316	359
Cheshire High School	1951	69	9-12	1410	1228
Norton Elementary School	1955	65	K-6	417	429
Dodd Middle School	1958	62	7-8	651	622
Doolittle Elementary School	1962	58	K-6	437	522
Highland Elementary School	1971	49	K-6	738	838

One of the new elementary schools to be built with a working name of “New North End Elementary” will accommodate 790 students and be built on a 44 acre site that is owned by the Town. The site was being leased for farming purposes, and there are no structures on the property at present. The other new elementary school to be built with a working name of “New Norton Elementary School” will accommodate 661 students and be built on the existing 18-acre Norton Elementary School site. The current Norton Elementary School will be demolished once the new Norton Elementary School is built. Following completion of both new elementary schools (expected August 2026), all of the elementary schools will be redistricted based on each building’s capacity in order to optimize the number of students.

The total project cost to construct the two new elementary schools was estimated to be

\$166,599,154 before an estimated reimbursement from OSCGR of \$72,033,479 resulting in a net district share of \$94,565,675 that will be bonded, with the associated costs borne by the Cheshire taxpayers. The plan was approved by the voters of Cheshire at a referendum held on November 8, 2022 and construction grants are already in process with the State of Connecticut OSCGR. Detailed project budgets and expected costs after grant reimbursements will be provided with the RFP to the firms selected to receive the RFP.

Educational Specifications, as approved by the Cheshire Board of Education, are provided in [Appendix 2. \(https://drive.google.com/file/d/11FLVH9VL5cRWznxpWncy22r7lYy4QLRf/view\)](https://drive.google.com/file/d/11FLVH9VL5cRWznxpWncy22r7lYy4QLRf/view)

The timeline for completion of construction requires both new schools to be opened for students in August of 2026.

III. PROJECT DESCRIPTION

- A. Upon the evaluation of the qualifications of Respondents, as further described in Section VI hereof, the Town of Cheshire will request fee proposals from a short list of Respondents for Owner's Representative ("OR") services related to design and construction of the New Norton Elementary School ("Project"), to be located at 414 North Brooksvale Road in Cheshire, Connecticut, in accordance with the provisions of this Request for Qualifications ("RFQ"). Owner's Representative services shall be required as described in the scope of services below.
- B. The New Norton Elementary School will accommodate 661 students in accordance with the Cheshire Board of Education's (BOE) Educational Specifications approved on April 21, 2022, and Title 10 of the Connecticut General Statutes. Notwithstanding the foregoing, the BOE reserves the right to revise the Educational Specifications. The Project consists of approximately 96,058 square feet of new construction on an 18 acre site that currently houses the existing Norton school building. The existing Norton school building will be demolished after the New Norton Elementary School is complete. The Project is expected to be completed and ready for occupancy by August of 2026.
- C. The total project construction budget is approximately \$76,656,240.
- D. The project delivery method is Construction Manager at Risk (CMR) – Guaranteed Maximum Price ("GMP"); the Project Architectural/Engineering Firm ("A/E Firm") is to be determined. The A/E Firm shall develop design and construction documents in cooperation with the CMR for this Project. The CMR/the Town shall publicly bid the Project elements and the CMR shall propose a GMP to the Town. After consultation with, and approval by the NGSBC and Cheshire Town Council, the CMR shall award subcontracts to qualified subcontractors submitting the lowest responsive and qualified bids.

IV. SCOPE

The fundamental scope of work for this Project shall be as described in this RFQ, and shall be further defined at the time of solicitation for fee schedules. In general, the OR shall oversee the work of the A/EFirm (“Architect”), the CMR, and the Town’s project consultants, but NOT perform their work. The Scope of Work shall include, but not be limited to the following:

A. Basic Services Summary

1. Work with the Town, the BOE, NGSBC, the Architect, and the CMR to provide oversight, consultation and advice in the development, planning, project management, design, estimating, construction, commissioning, and closeout of the Project.
2. Assist the Town and the NGSBC in procurement of necessary professionals, including the CMR, the Commissioning Agent, the Special Inspector, the independent materials testing professional, environmental professionals, geotechnical professionals, 3rd party threshold reviewer, etc.
3. Assist the NGSBC in evaluating schematic designs and the development of ASTM Level II cost estimates.
4. Oversee the CMR and Architect’s development of programs, policies and procedures in order to maximize Project reimbursement from the State of Connecticut ("State") Department of Administrative Services’ Division of Construction Services’ Office of School Construction Grants and Review (and its successor(s)) throughout the duration of the Project.
5. Advise the NGSBC as to all necessary regulatory approvals (local and state agencies) and coordinate the application and approval processes for the NGSBC, providing assistance to the Architect and NGSBC as requested.
6. Provide ongoing professional input on the CMR’s master budget and schedule for the Project; monitor and report regularly.
7. Work with the NGSBC to ensure compliance with Public Act 13-3.
8. Work with Town, CMR, NGSBC, the Commissioning Agent (CxA), the Architect, the Special Inspector, and the independent testing laboratory to ensure accurate development of standards for materials, systems, controls, equipment and furnishings.
9. Ensure that the requirements for, and review of, surety bonds, insurance certificates, payment applications, schedules of values, certified payrolls, Project staffing and schedules for the CMR, Architect, and the Architect’s consultants and subconsultants are being maintained.
10. Attend all meetings requested by Town, NGSBC, or the BOE relating to the Project.
11. Review the CMR’s monthly written reports to the Town and NGSBC indicating the financial and schedule status of the Project, including look-ahead schedules, and critical path logic, and advise as to the accuracy of same, as well as any measures necessary to keep the Project on budget and schedule.
12. Evaluate and monitor procedures established by the Architect and CMR for quality assurance and quality control during construction.

13. Review, evaluate and monitor required federal, state and local approvals and permits to ensure that all the proper inspections, permits and approvals are obtained.
14. At NGSBC's request, manage (through partnered consultant services, if necessary) the preparation of a risk management plan for the Project.
15. At NGSBC's request, manage and implement compliance with the Project Labor Agreement (if a PLA is entered into for the Project).
16. Monitor, review and evaluate constructability and value engineering objectives.
17. Work with the CMR to update Project master budgets and schedules on a monthly basis and reconcile budgets and costs with the Town's financial system, tracking all hard and soft costs regardless of whether they are part of the GMP.
18. Review, evaluate and monitor the CMR's Project controls program and construction planning process.
19. Review and evaluate CMR's procedures for bid packaging, bonding, safety, scheduling, material delivery management and shop drawings.
20. Evaluate and monitor the CMR's procedure for change order pricing and processing.
21. Evaluate and monitor the CMR's procedure for the review, recommendation, processing and payment of all payment applications.
22. Establish a plan to enhance overall cooperation among all members of Project team, and monitor impact and effectiveness of such plan.
23. Review and evaluate CMR's procedures for communication and coordination among subcontractors, designers and suppliers.
24. Review and evaluate the CMR's system of cost control. Ensure that the trade contractors' current cost forecast reflects potential, approved, and pending changes and develop cash flow forecasts on a monthly basis.
25. Ensure the proper turnover to Town of all as-built drawings, operations and maintenance manuals, warranties, and coordinate all training/instruction periods.
26. Work with the CxA to develop the final commissioning, close out and punch list procedures for the Project.
27. Review and monitor safety programs for the Project as developed by the CMR.
28. Assist the CMR in the coordination of the commissioning and start-up for the building systems and the turnover of the Project to the Town.
29. Review and accept all close-out documentation on behalf of the Town and ensure that all such documentation is received prior to the final close-out of the Project.

B. Administrative

1. Establish a list of responsible parties for the review of Project submittals including bonds, insurance, schedules of values, change order tracking, RFI tracking, claim tracking, Project supervision, Project schedules, Town required documents and

- preparation of State-required notification forms. Establish reimbursement procedures including the completion of required State forms.
2. Work with the BOE to track and manage all correspondence received from the OSCGR. Work with the Architect to draft all responses for review by the Town and the NGSBC prior to signature by the Superintendent.
 3. Attend all NGSBC meetings to provide status reports and update committee members on design, construction, and closeout activities. Coordinate all communications required for these meetings. Identify all Action Items (along with Responsible Party and Reporting Date, etc.) and proactively track through to completion.
 4. Review construction documents.
 - a) Provide comments on constructability and adherence to budget guidelines.
 - b) Review and comment on corresponding budgets and schedules.
 5. Coordinate presentations (including participants' responsibilities) to the NGSBC and appropriate Town agencies for construction document approvals.
 6. Review bid documents and evaluate bids for compliance with applicable NGSBC, Town and State requirements.
 7. Recommend Project for final acceptance to the NGSBC and Town, and ensure that records are in proper order and easily accessible.
 8. Provide other enhancements to the project management services that will ensure efficient and cost effective implementation.
 9. Evaluate existing procedures for the review, evaluation, approval, and processing of payment applications from the Architect, CMR, CxA, contractors and suppliers including the submission of documentation to the State for reimbursement and recommend improvements. Assume responsibility for ensuring that the process is performed in a timely fashion.
 10. Prepare Monthly Executive Summary Reports, addressing Scope, Budget, Schedule, Issues, Cash-flow projections, etc. for the NGSBC to distribute to Town officials.
 11. Ensure Owner compliance with all Owner obligations set forth in the Owner's contracts with the Architect, CMR, CxA, Special Inspector, independent testing lab and any other third parties with whom the Owner has a contract for the Project.
 12. Evaluate potential and actual claims by and against the Owner, ensure compliance with all notice and presentment requirements and advise the Owner as to the merits of such claims.

C. Town and Community Relations

1. Support the development of programs to manage assimilation of the Project into the community, and provide consistent communication.
2. Assist the development of a program to anticipate and mitigate the construction impact on the neighborhood. Review and monitor construction plans and activities to determine that the mitigation measures are incorporated.

3. Review and evaluate all Federal, State and local approvals and permits required and obtained. Prepare a plan for assignment of responsibility for procuring the identified approvals and permits, without delay to the project. Monitor and report on progress in obtaining the identified approvals and permits.
4. Review and evaluate the potential risks inherent in the Project. Establish and implement a program for the ongoing identification, management, and mitigation of these risks.

The Work expected by the Town of Cheshire (the “Town”) shall be generally divided into the following phases:

D. Project Integration

1. Review and become familiar with the following documents (Electronic copies of each will be provided):
 - a) Educational Specifications;
 - b) Architect’s and CMR’s Contracts;
 - c) Schematic Design Documents;
 - d) 100% DD’s;
 - e) CMR’s 100% DD Final Budget, with VE Items identified;
 - f) CMR’s 50% CDs and 100% CDs.
2. Meet with team members (Architect, Consultants and Subconsultants, CMR, CxA, Educational Leadership (Superintendent, Principal, Director of Buildings and Grounds, Operations Manager, etc.), Town Finance Director, NGSBC Chair and other NGSBC members); prepare an “open issues” list for review with Committee.
3. Work with the Town to identify incentive programs that could benefit both the Project and the Town financially as well as to promote energy efficiency.

E. Construction Phase:

1. Review and evaluate the CMR's procedure for requesting, evaluating and awarding construction contracts and purchase orders.
2. Attend bid evaluation meetings. Review and evaluate recommendations for award of purchase orders and construction contracts.
3. Provide on-site staff, as necessary, to monitor construction. Review, evaluate and audit as necessary each phase of the Project to determine completion in accordance with objectives of cost, time and quality.
4. Provide reasonable and thorough oversight of the design, submittals, and installation of roof, fenestration and all components of the envelope.
5. Provide Owner level scheduling and estimating services in overseeing project progress.

6. Review and evaluate the on-site organization and lines of authority to determine whether they are sufficient to carry out the Project and make suggestions as appropriate.
7. Review and evaluate the CMR's procedures for communication and coordination among the Architect, suppliers and trade contractors with respect to all aspects of the Project. Monitor the implementation of such procedures.
8. Work with the Town on applying for incentive programs that could benefit both the Project and the Town financially as well as promote energy efficiency.
9. Review and evaluate the Project as construction progresses. Identify potential variances between scheduled and probable starting and completion dates. Suggest possible "work-around" schedules to avoid or mitigate delays.
10. Review and evaluate CMR's system of Project cost control to ensure that the CMR revises and refines the initially approved Project budget to incorporate approved changes as they occur and develop cash flow reports and forecasts as needed. Review and evaluate variance between actual and budgeted or estimated costs as presented by CMR. Develop and suggest cost/budget recovery plans as necessary.
11. Review and evaluate the CMR's procedures for the preparation, review and processing of Payment Applications and suggest changes as appropriate. Monitor the implementation of such procedures. After Architect's review, review and evaluate each Application; provide recommendation for NGSBC processing.
12. Review and evaluate the procedures for the preparation, review and processing of submittals to the OSCGR for change orders and interim reimbursements and suggest changes as appropriate. Monitor the implementation of such procedures and ensure strict compliance with all OSCGR requirements in order to secure timely reimbursement payments to the Town.
13. Review and evaluate the CMR's procedures for the preparation, review and processing of change orders and suggest changes as appropriate. Monitor the implementation of such procedures. Review and evaluate requests and recommendations for changes; assist with negotiations.
14. Assist in obtaining approvals and permits that are the Town's responsibility and monitor the status of approvals and permits that are CMR's and/or the trade contractors' responsibility.
15. Assist the NGSBC in selecting and retaining professional services such as peer review, testing laboratories, Special Inspection Services, etc.; coordinate these services with end users and CMR as necessary.
16. Review and evaluate the CMR's procedures for processing and approving shop drawings and samples. Monitor the implementation of such procedures, as well as timeliness of submittals and reviews of same.
17. Maintain complete electronic and paper (if required) copies of all submittals. Maintain all samples submitted. Turn over all files at closeout.

18. Review and comment as appropriate on all written monthly progress reports to the NGSBC from the CMR, including information with respect to design, construction management, construction and the percentage of completion.
19. Review procedures for the identification, notification, review, analysis, and resolution of potential claims and/or disputes. Recommend improvements to same. Monitor the CMR's, Owner's and Architect's adherence to these procedures.
20. Ensure strict compliance by all Project team members with the requirements of the OSCGR in order to maximize eligibility for cost reimbursement.
21. Review and evaluate the CMR's procedure for obtaining and maintaining a current set of record drawings, specifications and operating manuals. Provide assessment and recommendations.
22. Review and evaluate the CMR's procedures for obtaining documents of all required guaranties and warranties. Review and evaluate all such warranties and guaranties to determine compliance with requirements. Provide assessment and recommendations.
23. Review and evaluate CMR's procedures for delivery of maintenance and operation manuals. Provide assessment and recommendations.
24. Review and evaluate CMR's procedures for Project close out. Provide assessment and recommendations.

F. Closeout

Timely and thorough closeout of the Project will be critical. Time commitment will be limited, and Work will include (but not be limited to):

1. Ensure that all costs are finalized within the time required by the OSCGR and that the final grant application is timely filed.
2. Track progress in assembly of Operation and Maintenance Manuals (O&Ms).
 - a) Review manuals for completeness and adherence to contract documents.
 - b) Ensure that the delivery of final O&Ms is complete, at least, 2 weeks prior to beginning of Commissioning.
3. Oversee CxA's work on the project; support their necessary integration into the Project timeline at the appropriate
4. Ensure As-Builts are delivered according to contract requirements.
5. Organize, manage, expedite and monitor punch list and Project close out issues after substantial completion.
6. Maximize OSCGR reimbursement of project costs.

V. TIMELINE OF THE RFQ PROCESS

The following timeline has been tentatively established:

Release of the RFQ	February 6, 2023
Statements of Qualifications Due	March 8, 2023
Review Qualifications	March 9, 2023
Notification of RFP & Interviews	March 23, 2023
RFP Due	April 5, 2023
Interviews of Selected Firms	Week of April 10, 2023
Selection/Recommendation of Firm	by April 20, 2023

All inquiries relative to the conditions and specifications listed herein as well as clarification of any information contained or referenced in the RFQ must be made to Cheshire Public Schools Superintendent, Dr. Jeff Solan at jsolan@cheshire.k12.ct.us with a copy to Richard Gusenburg, NGSBC Chair Richard.Gusenburg@cheshire.k12.ct.us, TownManager@cheshirect.org, and vmasciana@cheshire.k12.ct.us on or before March 3, 2023.

VI. SUBMISSION OF QUALIFICATION STATEMENTS

The qualification response package must be organized in the following format and include the following information (missing or incomplete information may be grounds for disqualification). The NGSBC reserves the right to waive any irregularity. Information will be provided in a soft cover binder, double-sided, page numbered on the bottom right corner, 12 copies, 1 original and 1 electronic copy (a SINGLE compiled Adobe PDF document) shall be provided.

A. Letter of interest (limit: 1 page):

B. Company Information (limit: 1 page):

1. Name of company and parent company, if any.
2. Names, titles, reporting relationships, background and experience of the principal members of the company, including officers. Indicate which individuals are authorized to bind the company in negotiations with the Town of Cheshire.
3. Address of principal office and office from which the Project will be managed.
4. Name, address, telephone number and email address of the principal contact person to receive notifications and to reply to inquiries from the Purchasing Agent and/or the NGSBC.
5. Legal form of ownership. If a corporation, where incorporated
6. Years engaged in above services under your present name
7. Litigation - Describe any litigation (past and present) involving your firm.
8. Default - Have you ever failed to complete any work awarded to you? Have you ever been declared by an Owner to be in default of/on a contract? If so, where and why?

C. Team Format (limit: 1 page):

- a. Please provide details on any services that will not be provided in house. If consultants are to be proposed for use in response to this RFQ, please provide

names and qualifications of any and all consultants; named consultants may not be changed without prior notice and approval of substitution. Provide details on any prior work with the named consultant(s).

D. Relevant Experience (limit: 5 pages):

- a. Provide descriptions of 3 similar projects in the last 8 years for which the firm has provided similar services. The description of each project should include pertinent information such as the project type, size, and scope of work performed and any pertinent features. Provide current contact information for each project referenced. Include information regarding your firm's qualifications with respect to the Review Criteria listed in Section VI of this document.

E. References (limit: 1 page):

- a. List no less than three (3) client references for which services similar to this Request for Qualifications are currently or have previously been provided, including at least one named in item D above.

F. Workload Statement (limit: 1 page):

- a. Provide details on your firm's current and future workload and ability to provide this Project the attention we feel it requires between now and scheduled completion date.
- b. Identify each assigned personnel's current project(s), as well as start date, current phase of project, time commitment (hrs./wk.), and anticipated completion date.

G. Experience of Key Personnel (limit: 8 pages):

- a. Provide a list of the key personnel to be assigned to this project (including consultants, if applicable) and a brief description of the work they will perform. The location of the office to be used by key personnel listed shall be indicated. Resumes of the key personnel (including consultants) who will be directly involved in the project shall be included and be specific to the type of project and include at a minimum:
 - i. Current job title, responsibilities, and type of work performed, and time at current firm
 - ii. Educational background, academic degrees, and professional associations
 - iii. Experience on projects similar to that described in this RFQ

H. Firm's Experience & Key Personnel Matrix (limit: 1 page)

- a. Please tie the experience of key personnel to the Firm's relevant experience using a matrix format. Below is a sample with the project numbers across the top and the key personnel and their titles down the left.

		1	2	3	4	5	6	7	8	9	10
Jane A. Smith (firm A)	Project Executive			X							
Joseph B. Williams (Firm B)	Pre-Construction Sr. Project Manager				X						
Tara C. Donovan (Consultant X)	Estimator				X						

I. Additional Information (limit: 1 page)

- a. Please provide any other information that your firm believes would be important and pertinent to the NGSBC in making their recommendations of award.

VII. METHOD OF SELECTION/CRITERIA FOR AWARD

The Team will be evaluated on their qualifications by the NGSBC using the following criteria:

A. Minimum Requirements:

1. Proven experience of successfully managing the Scope, Schedule, and Budget of similar sized public schools in Connecticut;
2. Proven capabilities to communicate (both “transmitting” and “receiving”), both written and oral, with a variety of parties;
3. Experience serving as OR on at least one large (over \$50MM, adjusted) in Connecticut.;
4. Experience operating on a tight, occupied K-12 school site;
5. A demonstrated history of expertise in working with CT OSCGR and the reimbursement process;
6. Experience managing CT HPS projects.

B. Additional decision-making criteria:

1. Respondent’s experience in managing a large public school construction project;
2. Respondent’s ability to effectively represent the interests of the Town and the NGSBC;
3. Respondent’s communication skills (both “transmitting” and “receiving” – redundancy not an accident) – both written and oral;
4. Respondent’s accuracy in prepared estimates;
5. Quality of support available to Respondent’s assigned day-to-day point of contact;

6. Skillset of Respondent's proposed Team;
7. Proposed Team's experience working together;
8. Primary representative's experience with similar projects;
9. Team's experience with similar projects;
10. Experience with sustainable design and construction, specifically Connecticut's Capital Projects High Performance Buildings Guidelines;
11. Knowledge of working with the Connecticut OSCGR;
12. Experience with sustainable energy initiatives;

VIII. PROCESS:

The NGSBC will develop a short list of no more than four (4) Respondents to receive a Request for Fee Proposal (RFP). All Respondents will then be notified in writing. Respondents selected to receive the RFP will be scheduled for an interview at which time the team will be required to present an oral presentation not to exceed thirty (30) minutes. PowerPoint presentations are permitted, if necessary. The presentation will be followed by a question and answer session not to exceed fifteen (15) minutes. Attendance at the presentation will be limited to the respondent's staff that will be actively involved in the project.

The award of the contract for OR services for the Project will be made, if at all, to the Respondent whose evaluation by the NGSBC results in the NGSBC determining that such award to such Respondent is in the best interests of the Town. The Town reserves the right to reject any or all of the RFQ responses, or parts thereof, and/or to waive any informality in any of the RFP responses for this RFQ if such rejection or waiver is deemed in the best interest of the Town of Cheshire. Neither the NGSBC or the Town, nor any of their respective officers, directors, employees or authorized agents shall be liable for any claims or damages resulting from the evaluation, selection, non-selection or rejection of any proposal submitted in response to this RFQ.

IX. ADDITIONAL INFORMATION

The project will be carried out by the Town under the specific direction of the NGSBC. Other Town of Cheshire staff and groups/subcommittees may also be assigned to assist with this project as required and directed by the NGSBC.

GENERAL TERMS AND CONDITIONS

A prospective Respondent must be willing to adhere to the terms and conditions of this request, including the following, and must positively state their acceptance and compliance with them in their response to this RFQ.

Respondents whose qualification statements are not accepted will be notified in writing.

Ownership of Documents – All qualification statements submitted in response to this RFQ are to be the sole property of the Town and subject to the provisions of the Connecticut General Statutes (re: Freedom of Information).

Ownership of Subsequent Products – Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFQ is to be the sole property of the Town unless stated otherwise in the RFQ or contract.

Timing and Sequence – Timing and sequence of events resulting from this RFQ will ultimately be determined by the Town and the NGSBC.

Oral Agreements – The NGSBC and the Town will not be responsible for any alleged oral agreement or arrangement made by a respondent with any agency or employee.

Amending or Canceling Requests – The NGSBC/Town reserves the right to amend or cancel this RFQ prior to the due date and time, if it is in the best interest of the NGSBC and the Town to do so.

Rejection for Default or Misrepresentation – The NGSBC/Town reserves the right to reject the proposal of any Respondent that is in default of any prior contract or for misrepresentation.

Town's Clerical Errors in Awards – The NGSBC/Town reserves the right to correct inaccurate awards resulting from its clerical error.

Rejection of Qualification Statements - Qualification statements are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFQ.

Changes to Qualification Statements - No additions or changes to the original qualification statement will be allowed after submittal.

Contract Requirements – A formal agreement will be entered into with the Respondent. The contents of the proposal submitted by the successful Respondent and the RFQ will become part of any contract award. The contract shall comply with Connecticut General Statutes Section 10-290e.

Rights reserved to the NGSBC and Town – The NGSBC/Town reserves the right to award in part, to reject any and all qualification statements in whole or in part, to waive technical defects, irregularities and omissions if, in its judgment, the best interests of the NGSBC and the Town will be served.

Withdrawal of Qualification Statements – Negligence on the part of the Respondent in preparing the qualification statement confers no right of withdrawal after the time fixed for the acceptance of the qualification statement.

Assigning, Transferring of Agreement – The successful Respondent is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, its rights, title or interest therein or its power to execute such agreement by any other person, company, or corporation without the prior consent and approval in writing by the NGSBC and the Town.

Cost of Preparing Qualification/Proposal Statements – The NGSBC and the Town shall not be responsible for any expenses incurred by the organization in preparing and submitting a qualification statement. All qualification statements shall provide a straightforward, concise delineation of the firm’s capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

COMPLIANCE WITH LAWS

1. Non-Discrimination and Affirmative Action. Respondent, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age, marital status, sexual orientation, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to blindness, unless it is shown by the Respondent that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or the State of Connecticut, nor otherwise commit an unfair employment practice. Respondent further agrees that this article, (and any additional provisions required by law), will be incorporated by Respondent in all contracts entered into in connection with this contract. The following principles and requirements of Equal Opportunity and Affirmative Action, as incorporated herein, will be incorporated into "Equal Opportunity - Non-Discrimination Clause" to be included in all bid documents, purchase orders, lease and contracts. The principles of Affirmative Action are addressed in the 13th, 14th and 15th Amendments of the United States Constitution, Civil Rights Act of 1964, Equal Pay Act of 1963, Title VI and VII of the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, 11375, 11478 (nondiscrimination under federal contracts), Act 1, Section 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 (46a-77), Sexual Harassment (46a-60 (a)-8), Connecticut Credit Discrimination Law (360436 through 439), Title 1 of the State and the Local Fiscal Assistance Act 1 1972. Every contract to which the State is party must contain the nondiscrimination and affirmative action provisions provided in the Connecticut General Statutes Section 4a-60a.

2. Executive Orders. The contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgate June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgate February 15, 1973, concerning the listing of employment opening and Executive Order No. Sixteen of

Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the contract as if they had been fully set forth in it. The contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

3. Connecticut's Prevailing Wage Law Provision. If applicable, Respondent must be in full compliance with Connecticut General Statutes Section 31-53 and 31-53(a) which applies to each contract for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration, or repair of any public works project by the state or its agents, or by any political subdivision of the State of Connecticut General Statutes, Section 31-53 (g) provides monetary thresholds which must be met before the law is applicable. The contractor should familiarize themselves with all aspects of the provisions under state law in order to ensure full compliance.

4. Occupational Safety and Health Administration Requirements. According to Connecticut General Statutes, Section 31-53b (a) each contract entered into on or after July 1, 2007, for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public building project by the state or any of its agents, or by a political subdivision of the state or any of its agents, where the total cost of all work to be performed by all contractors and subcontractors in connection with the contract is at least one hundred thousand dollars shall contain a provision requiring that, not later than thirty days after the date such contract is awarded, each contractor furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public building, pursuant to such contract, have completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, in the case of telecommunications employees, have completed at least ten hours of training in accordance with 29 CFR 1910.268. The contractors should familiarize themselves with all aspects of state law and any applicable regulations pertaining to these requirements in order to ensure full compliance.

INSURANCE REQUIREMENTS

GENERAL REQUIREMENTS

The Respondent shall be responsible for maintaining insurance coverage in force for the duration of the contract of the kinds and amounts listed below, with an insurance company with an AM Best Rating of A-, VIII or better licensed to write such insurance in the State of Connecticut and acceptable to the Town.

The insurer shall provide the NGSBC and Town with Certificates of Insurance signed by an authorized representative of the insurance company prior to the performance of this contract describing the coverage and providing that the insurer shall give the NGSBC and Town written notice of at least thirty (30) days in advance of any termination, expiration, or any and all changes in coverage.

Such insurance or renewals or replacements thereof shall remain in force during the Respondent's responsibility under this contract.

The Respondent, at the Respondent's own cost and expense, shall procure and maintain all insurances required and shall include the NGSBC and the Town as Additional Insured's on all such insurance, except Workers' Compensation coverage. The Certificate of Insurance shall evidence all required insurances, including Additional Insured and Waiver of Subrogation.

In order to facilitate this requirement for insurance, it is recommended that the Respondent forward a copy of these requirements to the Respondent's insurance representative(s).

SPECIFIC REQUIREMENTS

Workers' Compensation Insurance

The Respondent shall provide statutory Workers' Compensation Insurance, including Employer's Liability with limits of:

\$500,000 Each Accident \$500,000 Disease,
Policy Limit \$500,000 Disease, Each Employee

Commercial General Liability Insurance

The Respondent shall carry Commercial General Liability insurance. A per occurrence limit of \$2,000,000 combined single limit bodily injury and property damage is required. The Aggregate limit will not be less than \$3,000,000. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance. The insurance shall include a Waiver of Subrogation.

Business Automobile Liability Insurance

The Respondent shall carry Business Automobile Liability Insurance. A per occurrence limit of \$1,000,000 combined single limit bodily injury and property damage is required. "Any Auto" (symbol 1 or equivalent) is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

Professional Liability Insurance

The Respondent shall carry Professional Liability Insurance, on a project specific basis, in the amount of \$2,000,000 per claim/aggregate basis. Both the base policy and rider shall not have a deductible greater than \$75,000 and each shall have a retroactive date, if any, prior to commencement of services on the project; and with coverage to be maintained in effect continuously for a period of at least seven (7) years after substantial completion of the project.

Excess Umbrella Liability Insurance

The Respondent shall carry excess liability insurance in the amount of at least \$1,000,000 overlaying employers liability, commercial general liability (including completed operations), and business automobile liability coverage.

OTHER DATA

The Town reserves the right to amend amounts of coverage required and types of coverage provided based on work or service to be performed.

NON-COLLUSIVE / NON-CONFLICT AFFIDAVIT OF RESPONDENTS

FOR: RFQ # 2223-23

Owner Project Management Services for the New Norton Elementary School Project.

The undersigned Respondent, having fully informed themselves regarding the accuracy of the statements made herein certifies that;

1. the statement of qualifications has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other respondent designed to limit independent responses or competition, and
2. if the undersigned is one of the Respondents selected to be interviewed and to submit a written proposal, the contents of such proposal will not be communicated by the Respondent and its employees or agents to any person not an employee or agent of the respondent prior to submission to the NGSBC.
3. no official, NGSBC member or other employee or person whose salary is payable in whole or in part from the Town of Cheshire OR Board of Education, nor any immediate family member thereof, is directly or indirectly interested in the Bid/Proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any profits thereof.

The undersigned further certifies that this statement is executed for the purpose of inducing the Town of Cheshire to consider the statement of qualifications submitted herein.

State of Connecticut S.S. County of _____

Subscribed and sworn before me this _____ day of _____, 2023.

Legal Name of Respondent: _____

Business Name: _____

Business Address: _____

Signature and Title of Person

Notary Public My Commission Expires _____

Date

AFFIRMATIVE ACTION STATEMENT

- 1 of 4 pages -

REQUIREMENT: Any bidder or respondent to an RFQ seeking to do business with the Town of Cheshire must upon request supply the Town with any information concerning the Affirmative Action/Equal Employment Practices of the respondent/bidder. Failure to supply such information, when requested, will result in the termination of any further transactions between the respondent/bidder and the Town of Cheshire.

Note: All respondent/bidders with more than ten (10) employees shall be required to complete the Affirmative Action/Equal Opportunity Employment Requirements Statement on an annual basis, except as note below:

All respondents or bidders with less than ten (10) employees are exempt from this requirement;

All respondents/bidders that have completed this form within the last year;

If either of the above applies, please indicate the:

_____ number of employees
completed this form within one year

[] Yes [] No

Date completed: _____

FOR SEALED BIDS AND RFQS: All bidders submitting a sealed bid and all respondents to RFQs will be required to complete the Affirmative Action Statement. If the form has been completed in the past year, please include a copy of the initial form included with your bid. If significant changes have taken place in the past year, please update the changes on this form.

COMPANY ADDRESS: _____

BUSINESS: _____

Type of Organization:

(Please check)

[]

Corporation

[]

Partnership

[]

Individual

AFFIRMATIVE ACTION STATEMENT

- 2 of 4 pages -

If respondent/bidder filing this application is not the above named company, please provide the name, address, telephone and fax numbers of the reporting unit, branch agent, and representative.

EQUAL EMPLOYMENT OPPORTUNITY:

The respondent/bidder is instructed to complete the following:

Does the company have a written policy statement regarding equal employment opportunity?

Yes No

(If yes, attach a copy)

In recruiting employees are all sources of recruitment notified that all qualified applicants will receive equitable consideration?

Yes No

If yes, provide brief description of what methods were employed:

3. Do all recruitment advertisements state that you are an Equal Opportunity Employer?

Yes No

4. Please list by name and contact person, any local community agency or other group providing minority and female placement service, which you have contacted in the last twelve (12) months. If none, please state:

AFFIRMATIVE ACTION STATEMENT

- 3 of 4 pages -

If additional means are employed to advertise or solicit minority and female applicants for employment opportunities within your company, please indicate:

AFFIRMATIVE ACTION:

Does your company maintain a written Affirmative Action Plan for the employment of females and minorities?

Yes No

(If yes, attach a copy)

Please indicate the name and address of the company official(s) responsible for carrying out the Equal Opportunity/Affirmative Action Program for your company:

8. If a written Affirmative Action for your company is not in place, please estimate the number of vacancies expected during the next twelve (12) months and indicate the numerical or percentage goals you have set for employment of minority people and females to make your labor force reflective of the labor market in which you operate.

The vendor is hereby notified that failure to complete the above form in a satisfactory manner will preclude such vendor from being actively considered to contract with the Town of Cheshire. The vendor is further advised the Affirmative Action Statement included with the bid document will become part of the contract and that any breach of such statements will constitute a breach of contract subject to such remedies as provided by law.

AFFIRMATIVE ACTION STATEMENT

- 4 of 4 pages -

I certify that there are no misrepresentations, omissions or falsifications in the foregoing statements and answers and that all entries above are true, complete and correct, to the best of my knowledge and belief.

Date Signature of Agent Title

Subscribed and sworn before me at _____,

County of _____, Connecticut,

This _____ day of _____, 2023.

Notary Public

My commission expires: _____
Date

END OF TOWN OF CHESHIRE

REQUEST FOR QUALIFICATIONS - RFQ #2223-23

FOR OWNER'S PROJECT MANAGEMENT SERVICES FOR THE NEW NORTON
ELEMENTARY SCHOOL CONSTRUCTION PROJECT