



City of New London

Department of Finance-Purchasing Agent

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

Request for Proposals

Specifications and Proposal Documents Attached

Proposal No.: 2021-14

Opening Date and Time: June 11, 2021 @ 2:00 P.M.

Title: Architectural/Engineering Services for New London Community Recreation Center Project

Special Instructions:

All questions should be directed to Gregory Benson by email at gbenson@bdconnect.com no later than May 28, 2021. Please copy Felix Reyes at FReyes@newlondonct.org and Joshua Montague at JMontague@newlondon.org on all inquiries.

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

Sealed Proposal No.: 2021-14

Not to be opened until June 11, 2021 at 2:00PM

Return Bid to:

Joshua Montague, Accounting Purchasing Agent
13 Masonic Street
New London, CT 06320

Proposals shall not be accepted after the Opening Date and Time indicated above.



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PLEASE RETURN THIS FORM IMMEDIATELY

Acknowledgement: Receipt of Request for Proposals

Bid No.: 2021-14

Architectural/Engineering Services for New London Community Recreation Center Project

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

Date Issued: May 14, 2021

Date documents received: _____ / _____ / _____

Do you plan to submit a response? Yes _____ No _____

Print or type the following information:

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

E-mail: _____

Received by: _____

Note: Faxed or e-mailed acknowledgements are requested.

Fax No.: (860)447-5297

E-mail: JMontague@newlondonct.org

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



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Standard Invitation for Bids (IFB) and Contract Terms and Conditions

All Invitations for Bids issued by the City of New London (City) will bind Bidders to the terms and conditions listed below, unless specified otherwise in any individual Invitation for Bids.

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

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

Submission of Bids

1. Bids must be submitted on forms supplied by the City of New London. Telephone, facsimile or e-mail bids will not be accepted in response to an Invitation for Bids. An original and one (1) copy of the Proposal Form shall be returned to the Purchasing Agent.
2. The date and time bids are to be opened are given in each Invitation for Bids issued. Bids received after the specified date and time of the bid opening given in each Invitation for Bids will not be considered. Bid envelopes must clearly indicate the bid number as well as the date and time of the bid opening. The name and address of the bidder should appear in the upper left-hand corner of the envelope.
3. Incomplete proposal forms may result in the rejection of the bid. Amendments to bids received by the Purchasing Agent after the date and time specified for the bid opening shall not be considered. Bids shall be computer prepared, typewritten or handwritten in ink. Bids submitted in pencil shall be rejected. A person duly authorized to sign bids for the bidder shall sign all bids. Unsigned bids shall be rejected. The person signing the Proposal Form or their authorized designee must initial errors, alterations or corrections on both the original and copy of the Proposal Form to be returned. In the event an authorized designee initials a correction, there must be written authorization from the person signing the Proposal Form to the person initialing the erasure, alterations or corrections. Failure to do so shall result in rejection of the bid for those items erased, altered or corrected and not initialed.
4. Conditional bids are subject to rejection in whole or in part. A conditional bid is defined as one that limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the Invitation for Bids.
5. Alternate bids will not be considered. An alternate bid is defined as one that is submitted in addition to the bidder's primary response to the Invitation for Bids.
6. Prices should be extended in decimal, not fraction, to be net and shall include delivery and transportation charges fully prepaid by the Contractor to the destination specified in the Invitation for Bids and subject only to cash discount.
7. Pursuant to Sections 12-412 and 12-412(1) of the Connecticut General Statutes, the City of New London is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in the bid prices.
8. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.
9. By its submission the Bidder represents that the bid is not made in connection with any other Bidder submitting a bid for the same commodity or commodities and is in all respects fair and without collusion or fraud.

Standard Invitation for Bids (IFB) and Contract Terms and Conditions

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

Guaranty or Surety

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

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

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

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

Award

12. Award of this contract will be made to the lowest responsible, qualified bidder and will be based on net cost and City specifications. The City of New London reserves the right to award this contract to other than the low bidder and to make multiple awards if deemed in the best interest of the City.
13. The City of New London allows a fifteen percent (15%) local vendor preference. A New London based business will be considered the lowest responsible bidder if its bid is within fifteen percent (15%) of the low bid and it is willing to accept the award at the low bid price. Any bidder claiming to be a New London based business must provide documentation that all of its motor vehicles are registered in New London and that payment of all of its property and motor vehicle taxes are current.
14. The City of New London may reject any bidder in default of any prior contract or guilty of misrepresentation or any bidder with a member of its firm in default or guilty of misrepresentation.
15. The Purchasing Agent may correct inaccurate awards resulting from clerical or administrative errors.

Other Requirements

16. The City has an employment preference goal that jobs be offered to local residents on public prevailing wage projects with thresholds great than \$100,000 for renovation and \$400,000 for new construction. For such projects, it is understood that contractors shall make a good faith effort to employ a participating workforce comprised of twenty-five (25%) local residents of New London County, CT, with residents of the City of New London, CT getting a priority representing fifty percent (50%) of said participation, which will include twenty-five percent (25%) female and minority.
17. The City has an employee training preference goal that apprenticeship opportunities be made available for state licensed trades on public prevailing wage projects with thresholds greater than \$100,000 for renovation and \$400,000 for new construction. For such projects, it is understood that contractors shall make a good faith effort to employ a minimum of ten percent (10%) of the workforce per state licensed trade as apprentices and, of this number, a minimum of fifty percent (50) shall be in the first year of apprenticeship training.

Standard Invitation for Bids (IFB) and Contract Terms and Conditions (con't)

Contract

18. The existence of a contract shall be determined in accordance with the requirements set forth above.
19. The Contractor shall not assign or otherwise dispose its contract or its right, title or interest, or its power to execute such contract to any other person, firm or corporation without the prior written consent of the City of New London.
20. Failure of a Contractor to deliver commodities or perform services as specified will constitute authority for the City of New London to purchase these commodities or services on the open market. The contractor agrees to promptly reimburse the City of New London for excess cost of these purchases. The purchases will be deducted from the contracted quantities.
21. The Contractor agrees to hold the City of New London harmless from liability of any kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention furnished or used in the performance of the Contract; Guarantee its products against defective material or workmanship; repair damages of any kind, for which it is responsible to the premises or equipment, to its own work or to the work of other contractors; obtain and pay for all licenses, permits, fees etc., and to give all notices and comply with all requirements of the City of New London, the State of Connecticut and the U.S. Government.
22. Insurance requirements generally apply to contract services, professional services and public works improvement/construction projects. The Contractor will carry commercial general liability insurance to protect the City of New London from loss. The following minimum limits shall be met:

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

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

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

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

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

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

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

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

23. Notwithstanding any provision or language in this contract to the contrary, the Mayor may, without cause, terminate this contract upon approval by the City Council, whenever he/she determines that such termination is in

Standard Invitation for Bids (IFB) and Contract Terms and Conditions (con't)

the best interest of the City of New London. Any such termination shall be effected by delivery to the Contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the Contractor address furnished to the City of New London for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Contractor shall both Immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the City of New London all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing its duties under this contract, whether completed or in progress. All such documents, information and materials shall become the property of the City of New London. In the event of such termination, the contractor shall be entitled to reasonable compensation as determined by the Mayor, however, no compensation for lost profits shall be allowed.

Delivery

24. All products and equipment delivered must be new unless otherwise stated in the proposal specifications.
25. All deliveries will be to the locations specified by the City of New London. The City of New London does not have a loading dock therefore all Contractors will be responsible for inside delivery without assistance from City of New London personnel.
26. Payment terms are net 45 days after receipt of goods or invoice, whichever is later, unless otherwise specified.
27. Charges against a Contractor shall be deducted from current obligations. Money paid to the City of New London shall be payable to the Treasurer, City of New London.

Saving Clause

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

Advertising

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

Rights

30. The City of New London has sole and exclusive right and title to all printed material produced for the City of New London and the Contractor shall not copyright the printed matter produced under this contract.
31. The Contractor assigns to the City of New London all rights, title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the Connecticut General Statutes. This assignment occurs when the contractor is awarded the contract.
32. The Contractor agrees that it is in compliance with all applicable federal, state and local regulations, including but not limited to Connecticut General Statutes Section 7-148i. The Contractor also agrees that it will hold the City of New London harmless and indemnify the City of New London from any action which may arise out of any act by the Contractor concerning lack of compliance with these laws and regulations. All purchases will be in compliance with Sections 22a-194 to 22a-194g of the Connecticut General Statutes related to product packaging.
33. This contract is subject to the provisions of Executive Order Number Three of Governor Thomas J. Meskill promulgated June 16, 1971, the provision of Executive Order Number Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973 and Section 16 of Public Act 91-58, nondiscrimination regarding sexual orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.

City of New London, Connecticut



REQUEST FOR PROPOSALS

Solicitation Number:

**ARCHITECTURAL/ENGINEERING SERVICES FOR
COMMUNITY RECREATION CENTER PROJECT**

Solicitation Issue Date: May 14, 2021

Pre-Proposal Conference: May 21, 2021 at 10:30 a.m.
Video Conference

Site Visit:

Last Day for Questions: May 28, 2021 at 5:00 p.m.

Proposal Due Date: June 11, 2021 at 2:00 p.m.

Contact: Joshua Montague
Accounting Purchasing Agent – City of New London
Phone: (508) 272-7060 | Email: JMontague

SECTION A PROJECT INTRODUCTION

A.1 Executive Summary

The City of New London, Connecticut (“New London”) is issuing this Request for Proposals (“RFP”) to engage a design firm to serve as the Architect/Engineer (the “A/E” or “Architect”) to provide a full range of architectural and engineering services for the construction of a new Community Recreation Center at Parcel 3C of Fort Trumbull Park located near 75 Goshen St. The site is approximately 324,000 square feet, or 7.4 acres, and is bounded by Chelsea Street to the north, East street to the east, Walbach Street to the south, and Goshen Street to the west. The new Community Recreation Center (“CRC”) will provide a permanent indoor home for existing Recreation and Youth Affairs programs and expand opportunities for additional indoor programs. The CRC will empower New London Recreation to further serve many more residents in a sustainable way and to benefit of the entire community. Every decision regarding the CRC’s program, location, and operations will be made with the residents of New London at the forefront.

The CRC’s program is designed to accommodate a variety of different uses that also achieve the City’s strategic goals, as defined in the project criteria, and responds to the needs voiced through community and stakeholder engagement. The outcome is a program that will enhance the lives of New London residents and generate revenue for fiscal sustainability. The new CRC is envisioned to be approximately 62,000 square feet and include the following program elements; a two-court gymnasium, a six-lane indoor pool, a fitness center, lounge / game room, multipurpose rooms, and administrative offices, among others. The selected A/E will be required to design a new recreational facility to meet New London’s programmatic requirements. The hard cost construction budget for the project is \$22 million. An aerial image of the site, project criteria and definition overview, outline program, summary schedule, and previously completed environmental site assessments are included as **Attachments A1-A5 herein**.

The A/E selected through this procurement will be under contract with New London to develop concept, schematic, design development, permit and construction documents as well as provide construction administration services in accordance with the scope of work identified herein.

The A/E will provide two preliminary concept designs as part of the Concept Design Phase, which shall include a master plan for the entirety of the site, including exterior elements to be completed at a later phase. The A/E shall determine and advise the City on variances between the two concepts in regard to function, budget and schedule. New London requires that the selected Architect will create a design that complies with the Americans with Disability Act (“ADA”) accessibility requirements, life safety and fire protection requirements, security requirements, includes complete IT, mechanical, electrical, plumbing (“MEP”) systems and various exterior site improvements as permitted by the budget. The City of New London intends to engage a structural engineer directly to fulfill all structural design scope elements. The selected A/E team will be required to work closely with New London’s selected structural design consultant to coordinate all project drawings and associated scope items.

New London desires that if feasible, Building Information Modeling (BIM) or comparable modeling will be used throughout the facility lifecycle, including all project phases from project planning and concept design through construction, as-builts and into facilities management. The A/E must work collaboratively with all project stakeholders. It is expected that all team members are to be committed to the use of BIM in the project, share their ideas of BIM expertise with the team, provide BIM data as requested by other team members, look for cost savings and schedule improvements during the entire project duration, and endeavor to leave as a legacy a fully updated, as built, facility management ready building information model.

New London has contracted with Brailsford & Dunlavey, Inc. to serve as the Owner's Project Manager ("OPM") for the project. The selected A/E Team is expected to work closely with the OPM who will act as an extension of the City and represent all of its interests.

A.2 Project Delivery Method

New London intends to implement the Project through a Construction Manager at Risk ("CMAR") delivery method. As soon as the Schematic Design Phase, New London will engage a CMAR contractor ("CMAR Contractor") who will be required to coordinate with the A/E to ensure that the design developed by the A/E is consistent with New London's budget and schedule for the Project. The CMAR Contractor's scope of work for the Project ("Scope of Work") will be divided into two phases: (i) Preconstruction Phase; and (ii) the Construction Phase. The CMAR Contractor will be required to actively participate in the development of the design documents by providing cost estimating, scheduling, identifying long-lead purchasing items and performing constructability reviews. New London expects that as the permit/construction documents are completed by the A/E, the CMAR Contractor will obtain quotes from trade subcontractors and provide a Guaranteed Maximum Price ("GMP") based on the approved set of documents. New London also anticipates developing one or more early release packages in order to begin construction as soon as possible to maintain the overall project schedule.

A.3 Form of Contract

Offerors ("Offerors") responding to this RFP should carefully review the Agreement for Architectural / Engineering Services ("Form of Contract") **Attachment D** (to be issued via addendum to this RFP). To the extent there are any inconsistencies between this RFP and the Form of Contract, the Form of Contract shall prevail. Offerors are further advised that they are required to submit their Proposals premised upon entering into a contract that is substantially similar to the Form of Contract and that any proposed changes to the Form of Contract must be clearly identified and described in the Offeror's Proposal. A Proposal that fails to specifically identify and describe requested changes, may be deemed non-responsive if changes are requested after submission of the Proposal.

A.4 Design Fees

As will be more fully described in the Form of Contract, the selected A/E will be paid a fixed price for all design phase services through construction administration services (the "Design Fee").

Offerors will be required to propose a Design Fee that covers all of the Offeror’s costs associated with the preparation of the (i) concept design; (ii) schematic design; (iii) a set of design development documents; (iv) a permit set of construction documents (the “Permit Set”); (v) complete construction documents; and (vi) construction administration services. Offerors will also be required to submit a schedule of hourly rates for any additional work that is required.

A schedule of values shall be provided that allocates the Design Fee among the various design phases (i.e. concept, schematic, design development, Permit Set, construction documents and construction administration).

Offerors shall submit, on the Offeror’s letterhead, an Offer Letter in substantially the form of **Attachment B** attached herein that includes the proposed Design Fee and hourly rates.

Retention of 5% of the Design Fee will be held by New London until the Project’s completion.

A.5 Selection Criteria

Proposals will be evaluated in accordance with the evaluation criteria as further described in **Section D** of this RFP.

A.6 Estimated Project Schedule

The preliminary Project milestone schedule for the Community Recreation Center project is as follows, after Notice of Award:

Phase	Duration (Business Days)	Projected Completion Date
Concept Design Phase	30 Days	September 10, 2021
Concept Design Review	10 Days	September 24, 2021
Schematic Design Phase	50 Days	December 10, 2021
Schematic Design Review	10 Days	December 24, 2021
Design Development Phase	50 Days	February 25, 2022
Design Development Review	10 Days	March 11, 2022
Permitting Set (90% CD) Phase	20 Days	April 8, 2022
Construction Document Phase	50 Days	June 17, 2022
Total Duration	230 Days	

A.7 Procurement Schedule

The schedule for the Community Recreation Center project procurement is estimated as follows, thus, this schedule is subject to revision:

- Issue RFP - May 14, 2021
- Pre-Proposal Conference (Virtual) - May 21, 2021 at 10:30 a.m.
- Site Visit (Not Mandatory)
- Last Day for Questions/Clarifications - May 28, 2021 at 5:00 p.m.
- Proposals Due Date - June 11, 2021 at 2:00 p.m.
- Estimated Notice of Award - on or about July 14, 2021 (projected)
- Estimated Issuance of NTP - on or about July 14, 2021 (projected)

A.7 Attachments

A1 – Aerial Site Image

A2 – Project Definition Overview

A3 – Outline Program

A4 – Summary Project Schedule

A5 – Environmental Reports (Will be Issued Via Addendum)

B – Offer Letter

C – Small, Local, and Minority-Owned Business Enterprise Affidavit

D – Form of Contract

E – Equal Employment Opportunity Certification

F1 – Non-Collusion Affidavit Primer Bidder

F2 – Non-Collusion Affidavit Subcontractor

G - Affirmative Action Policy Statement

H – Certification of Non-Segregated Facilities

I - Past Performance Evaluation Form

J – Subcontracting Plan

K – Submission Checklist

SECTION B SCOPE OF WORK

B.1 Scope of Work

In general, the selected A/E will be required to provide a full range of architectural, engineering and consulting services necessary to construct the new Community Recreation Center to meet New London's programmatic requirements. The selected A/E will be required to provide all of the design services necessary to implement the Project and to produce the required deliverables. The design shall incorporate the following facilities and site amenities:

B.2 Program Verification & Concept Design Phase

B.2.1 Services & Deliverables: During this phase, the A/E shall be required to develop a complete project program and two concept designs. The concept designs shall contain such detail as is typically required for a concept design under the standard AIA contract. New London also desires the Concept Designs to include a master plan for the entirety of the site, including proposed exterior elements and amenities that may be completed as future phases. The intent of this exercise is to ensure appropriate placement of the CRC within the site to allow proper site visibility, access, and future expansion of the facility and site amenities. In general, the A/E shall be required to undertake the following tasks and submit any required deliverables to New London:

- a. Meet with the Client Project Team to kick-off the Project. The purpose of the meeting will be to review the project scope, schedule, goals and objectives, and expectations for the Project. The selected team will also collect and present any data available for the Project and study area including, but not limited to previously completed studies, current survey data, aerial photography, GIS data, etc. Complete a Meeting Summary from this meeting and distribute to meeting attendees for review.
- b. Conduct workshops with City staff, as well as other stakeholders, in order to further clarify the goals, objectives, performance targets, service standards, responsibilities, and key agency actions necessary throughout New London in order to fully realize the vision for the new community center. Provide report of findings.
- c. Conduct workshops with City and Parks & Rec staff, as well as other stakeholders to confirm program and verify facility requirements on a space-by-space basis.
- d. Attend and participate in community meeting(s) to update community regarding the Project.
- e. Coordinate with the City's permitting/regulatory authority and other agencies, commissions, groups, etc. as required to assess and determine entitlement, permitting, historic and/or archeological significance and requirements.

- f. Attend meetings and hearings if necessary. This includes an entitlement search to identify any development restrictions if applicable, zoning research and coordination (if applicable) with all other land owners/agencies.
- g. Conduct a study of the storm water management needs.
- h. Conduct a study of the FEMA floodplain elevations as listed in the Flood Insurance Study or Flood Insurance Rate Map (FIRM) and compare them to site topography. If the map shows the project to be out of the floodplain, the governing determinant should be project elevation related to the base flood elevation.
- i. Conduct life safety/building code analysis to verify compliance of design with all current applicable codes recently adopted by the City of New London, including an ADA study to determine ways to go above and beyond typical ADA codes/measures to meet the desired program of the new CRC.
- j. Conduct LEED Workshops with design team and City representatives to identify sustainable design strategies to be included in design, to the greatest extent possible in an effort to achieve LEED Silver certification. The City is also interested in pursuing grants offered by local utility providers such as Eversource, which may include exploring net zero design and implementation strategies.
- k. Review existing information included in **Attachments A1-A5** and provide new surveys and environmental assessments of the existing facility to confirm locations and types of hazardous materials to be abated, or mitigated
- l. Request and receive hydrant flow test.
- m. Confer with engineering team to provide mechanical, plumbing, and electrical systems evaluation and recommendations.
- n. Confer with audio-visual and acoustic consultants to establish design requirements for the Project.
- o. Confer with the City's IT representatives/consultants to verify technological requirements for the Project.
- p. Draft Conceptual Plans
 - i. Based on input obtained through the process outlined in the Project Scope of Work, as well as information provided in the Program of Requirements, Stakeholder Interviews, and Public Workshop, the selected A/E will work to determine the appropriate Concept Designs.
 - ii. Develop up to two (2) conceptual designs and cost estimates for the Project that provide alternatives to addressing the identified recreational, social, and cultural needs. The selected A/E will make any appropriate modifications based on City comments prior to presenting the concept(s) to the public.

- q. The selected A/E will conduct number of Community Workshops to present the plan alternatives to the neighborhood.
- r. Draft Final Conceptual Plan. The selected A/E will develop a draft final conceptual plan and cost estimate informed by the comments obtained throughout the program verification and concept design process. Submit the draft final conceptual site plan/response and cost estimate to New London.
- s. During this phase, the Architect will be required to prepare and submit to New London the below-listed deliverables. All such deliverables shall be subject to review and approval by New London, and the Architect's pricing should assume that revisions may be required to these documents to address concerns raised by the City and/or other project stakeholders.
 - i. Concept Plan
 - A. Project Space Program
 - B. Prepare two (2) conceptual floor plans and site plans. These shall include a comprehensive master plan for the site.
 - C. Narratives for all major disciplines including civil, architectural, structural, mechanical, electrical, plumbing, and low voltage.
 - D. Prepare two (2) cost estimates. Cost estimates should include a preliminary value engineering and/or add alternate section for alternatives should the cost of construction need to be reduced.
 - E. Final Concept Plan - Three (3) hard copy sets, and one (1) electronic copy.
 - ii. Project Schedule
 - iii. Topographic Survey
 - iv. Geotechnical Survey
 - v. FEMA floodplain Analysis
 - vi. Phase 1 Environmental Assessment
 - vii. Hazardous Materials Survey
 - viii. Hydrant Flow Test
 - ix. Historic Resources Analysis
 - x. Entitlement and Zoning Analysis

All required deliverables shall be subject to review and approval by New London, and the A/E's pricing should assume that revisions may be required to these documents to address concerns raised by the City and/or other Project stakeholders.

B.3 Schematic Design Phase

B.3.1 Services & Deliverables: Upon New London's approval of the Concept Design, the A/E Team will be directed to proceed with the Schematic Design Phase. During this phase, based on the approved concept design, the A/E shall be required to develop a schematic design that meets the program requirements set forth herein and New London's schedule and budget requirements for the Project, (*i.e.* designed to budget of \$22 Million hard construction costs). The schematic

design shall contain such detail as is typically required for schematic design under standard industry practice. In general, the A/E shall be required to undertake the following tasks and submit to New London:

- a. Utilize findings and final concept plans, perform site visits as necessary, attend and/or facilitate meetings with stakeholders and City staff to review program of requirements, required utilities, drainage, zoning and traffic needs where/when necessary to develop Schematic Design Documents.
- b. Obtain and review applicable City standards and guidelines for design where applicable, and provide a complete design that meets all applicable City codes and standards. Coordinate security, IT, and Telecom requirements with appropriate City and Parks & Rec agencies.
- c. Coordinate with any historic agencies, commissions, groups, etc. as required to assess and determine historic and/or archeological significance and requirements. Attend meetings and hearings if necessary.
- d. Coordinate Preliminary Design Review Meetings (“PDRM”) with City permitting agencies and utility providers.
- e. Attend and participate in community meeting(s) to solicit feedback and update community regarding the Project.
- f. Act as scribe for all design related meetings. Distribute meeting minutes to all attendees.
- g. Progress LEED Certification work as required.
- h. Perform comprehensive Value Engineering effort (“VE”) including identification of add alternates to get the project within budget. Provide report of findings to New London. Conduct a meeting with New London and other stakeholders as necessary to present and discuss VE and add alternate options.
- i. Baseline Schedule bi-weekly update in the format requested by New London.
- j. During this phase, the Architect will be required to prepare and submit to New London the following deliverables. All such deliverables shall be subject to review and approval by New London and the Architect’s pricing should assume that revisions may be required to these documents to address concerns raised by New London and/or other project stakeholders.
 - i. Schematic Design Documents- Three (3) hard copy sets, and one (1) electronic copy. (30% Complete Level).
 - A. Site plans, paving layouts, traffic circulation.
 - B. Digital Floor plans, building circulation, ADA requirements, etc.

- C. Design Narrative for all disciplines.
- D. Plan-to-Program Comparison.
- E. Exterior elevations, rendering and color palette.
- F. Critical building sections and details.
- G. Relevant right of way information such as easements, building set-backs etc.
- H. Location of utilities and sizes.
- I. Stormwater Management.
- J. Preliminary MEP systems.
- K. LEED Information as appropriate, including preliminary LEED Scorecard
- L. Copies of all surveys and reports
- M. Preliminary/Outline Specifications
- ii. Presentation and three (3) presentation boards for community meetings. Presentation boards shall be in full color and include at least three (3) 3-D renderings.
- iii. Updated Schedule
- iv. Cost Estimate
- v. Value Engineering Report
- vi. Meeting minutes of Preliminary Design Review Meetings.
- vii. Memo response to all comments on Schematic Documents.

B.4 Design Development Phase

Upon New London approval of the Schematic Design, the A/E Team will be directed to proceed with the Design Development Phase. During this phase, the Architect will be required to progress the schematic design into a full set of design development documents (“Design Development Documents” or “DDs”). The Design Development Documents shall represent the logical development of the approved Schematic Design along with any oral or written feedback provided by New London, and shall be advanced in a manner consistent with New London’s budget for the Project.

B.4.1 Services & Deliverables: In general, the A/E shall be required to undertake the following tasks and submit to New London:

- a. Coordination with the CMAR Contractor selected for this Project, and at a minimum shall meet with the CMAR Contractor twice a month to discuss the status of the design and key issues.
- b. Perform site visits as necessary and attend/facilitate meetings with City staff as necessary to develop and progress Design Development Documents.
- c. Develop Design Development Documents including outline specifications for materials, systems and equipment, detailed dimensioned plans, wall sections, elevations and schedules. Incorporate VE options and add alternates chosen by New London.

- d. Prepare detailed and coordinated drawings and specifications for bidding purposes as needed by the CMAR, including early release packages such as demolition, sitework and foundation-to-grade.
- e. Complete code compliance analysis and drawings.
- f. Meet and coordinate with regulatory, reviewing, and stakeholder agencies as necessary, including the submission of any early permitting packages such as demolition or foundation-to-grade (if necessary).
- g. Progress LEED Certification work as required
 - a. Register the Project with U.S. Green Building Council (“USGBC”) to obtain LEED certification and pay all registration fees.
- h. Coordinate furniture, fixtures, and equipment requirements (“FF&E”).
- i. Attend and participate in community meeting(s) to update community regarding the Project.
- j. Coordinate with utility companies and develop final utility plans as required.
- k. Act as scribe for all design related meetings. Distribute meeting minutes to all attendees.
- l. Baseline Schedule bi-weekly update in the format requested by the New London.
- m. During this phase, the Architect will be required to prepare and submit to New London the following deliverables. All such deliverables shall be subject to review and approval by New London and the Architect’s pricing should assume that revisions may be required to these documents to address concerns raised by New London and/or other project stakeholders.
 - i. Design Development Documents – three (3) hard-copy sets, and one (1) electronic copy. (60% Complete Level).
 - A. Site plans, paving layouts, traffic circulation, lighting, signage and utilities
 - B. Floor plans, Structural, Civil, Architectural, MEP, Fire Protection and landscaping
 - C. Exterior elevations, rendering and color palette
 - D. Building sections and details as required
 - E. Interior elevations, casework and millwork elevations as required
 - F. Stormwater management
 - G. Food service or other specialty equipment as required

- H. LEED Information as appropriate
- I. Performance specifications and project manual
- n. Updated Schedule
- o. Cost Estimate
- p. Respond in writing to all City and Regulatory Agency comments on plans.
- q. Early Permit Submission Materials
- r. Community Presentation and a minimum of three (3) presentation boards. Presentation boards shall be in full color and include at least three (3) 3-D renderings.
- s. Value Engineering Report and add alternate tracking log if necessary.

B.5 Permit Set Phase

B.5.1 Services & Deliverables: The A/E shall be required to develop a permit set of construction documents (“Permit Set”). The Permit Set shall represent the further progression of the approved DDs together with any value engineering strategies approved by New London. The Permit Set shall be construction documents progressed to approximately 90% completion of those required in a traditional Design/Bid/Build delivery method; however, the Permit Set shall nevertheless be code and permit ready, with all major systems sufficiently designed, detailed, specified, coordinated and developed. In general, the A/E shall be required to undertake the following tasks and submit to New London.

- a. Progress design from Design Development Documents and prepare Construction Documents.
- b. Prepare detailed and coordinated drawings and specifications for bidding purposes.
- c. Prepare application and submit documents for building permit according to City requirements and file with other regulatory and reviewing agencies including environmental and utilities agencies.
- d. Correct plans to reflect issues noted by regulatory agencies and permit reviewers as required. Re-submit for additional review and approval as required.
- e. Obtain all required signatures on plans.
- f. Complete Platting and record Plat as required by the Surveyor’s office.
- g. Complete final coordination with utilities and service providers as necessary.
- h. Prepare and submit early-release packages such as excavation, foundations, concrete and steel, if needed.
- i. Progress LEED Certification work as required.
- j. Attend follow up meetings and coordinate with regulatory agencies, Fire Marshall, City Facilities personnel, and others as necessary.

- k. Act as scribe for all design related meetings. Distribute meeting minutes to all attendees.

- l. During this phase, the A/E will be required to prepare and submit to New London the following deliverables. All such deliverables shall be subject to review and approval by New London and the Architect's pricing should assume that revisions may be required to these documents to address concerns raised by New London and/or other project stakeholders.
 - i. Construction / Permit Documents
 - A. Three (3) hard-copy sets, and one (1) electronic copy of the complete sets of Permit Documents (90% Complete Level)
 - B. Specifications

B.5.2 The A/E shall incorporate into the Construction Documents the design requirements of governmental and regulatory authorities having jurisdiction over the Project. In addition, the Architect shall be required to (a) define, clarify, or complete the concepts and information contained in the construction documents; (b) correct design errors or omissions, ambiguities, and inconsistencies in the construction documents (whether found prior to or during the course of construction); and (c) correct any failure of the Architect to follow written instructions of New London during any phase of design services or the construction of the Project provided they are compatible with industry standards. The design shall also incorporate any value engineering strategies and add alternates approved by New London.

B.5.3 Following New London's review and approval of the Permit Set, the CMAR Contractor shall solicit bids from trade subcontractors based on these documents. The A/E shall be required to respond to RFIs and provide ASIs during such bidding process without additional cost to New London or the CMAR Contractor. Based upon the trade pricing received by the CMAR Contractor, the A/E may also be required to engage in additional value engineering efforts to return the Project to budget. The Permit Set Phase shall not be considered complete unless and until a GMP or Lump Sum Price for the Project is agreed upon.

B.6 Issued for Construction Documents

B.6.1 Services & Deliverables: The A/E shall be required to develop an Issued for Construction Set of construction documents (“IFC Set”). The IFC Set shall represent the further progression of the approved Permit Set together with any value engineering strategies and add alternates approved by New London. The IFC Set should be progressed to One Hundred Percent (100%) completion of those required in a traditional Design/Bid/Build delivery method. The IFC set of drawings should include complete specifications for the project. The A/E shall provide three (3) hard-copy sets and one electronic PDF copy of the IFC Set to New London (100% Construction Documents).

B.7 Bidding and Construction Administration Services

B.7.1 Bidding. Unless otherwise agreed by New London in advance, the A/E shall issue the approved Permit Set for bidding (i.e. the 90% design submission).

The A/E shall also provide support to New London as may be necessary to support the bidding of trade subcontracts. These services will include, but are not necessarily limited to:

1. Assist with distribution of documents, as needed.
2. Prepare and issue bidding addenda.
3. Respond to bidding questions and issue clarification, as needed.
4. Consider and evaluate requests for substitutions

B.7.2 Construction Administration. The A/E shall provide support to New London as may be necessary to support the construction phase of the Project. These services will include, but are not necessarily limited to:

1. Attend biweekly progress meetings. Architectural site visits are included in base fee.
2. Review shop drawing submissions, submittals, RFI’s, etc.
3. Prepare meeting notes and records of decisions/changes made.
4. Maintain a log to track ongoing quality control issues during construction.
5. Conduct punch list inspections.
6. Review closeout documents for completeness.
7. Provide As-Built Drawings based on the Contractor’s red line drawings and/or coordinated set developed during the subcontractor coordination process. As-Built Drawings should be transmitted to New London in hard copy, PDF, and CAD formats.

B.8 Key Personnel

In its Proposal, each Offeror will be required to identify its key personnel. Key personnel shall include, at a minimum, the following individuals: (i) the Design Principal; (ii) the Project Architect; (iii) the Project Designer; (iv) the lead MEP engineers; and (v) the aquatics consultant.. **The A/E will not be permitted to reassign any of the key personnel unless New London approves the proposed reassignment and the proposed replacement.** The key personnel specified in the contract are considered to be essential to the work being performed. Prior to diverting any of the specified key personnel for any reason, the A/E shall notify New London at least thirty (30) calendar

days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The A/E shall obtain written approval from New London for any proposed substitution of key personnel.

B.9 Licensing, Accreditation and Registration

The A/E and all of its subcontractors and sub-consultants (regardless of tier) shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the Contract. Without limiting the generality of the foregoing, all drawings shall be signed and sealed by a professional architect or engineer licensed in the state of Connecticut.

B.10 Conformance with Laws

It shall be the responsibility of the A/E to perform under the Contract in conformance with New London's Procurement Regulations and all applicable State and Federal statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies.

B.10.4 Equal Employment Opportunity (“EEO”)

The A/E shall comply with applicable laws, regulations and special requirements of the contract documents regarding equal employment opportunity and affirmative action programs. In accordance with New London and/or Connecticut requirements. **Attachment E**

B.11 Standard Contract Provisions

The New London Standard Contract Provisions are included in the Form of Contract as **Attachment D** are applicable to this procurement.

B.12 Time is of the Essence and Substantial Completion Date

Time is of the essence with respect to the proposed Contract. The Project must be substantially complete by **September 26, 2023 (“Substantial Completion Date”)**.

SECTION C ECONOMIC INCLUSION

C.1 Preference for Small, Local, and Minority Owned Business Enterprises

General: New London values the importance of providing opportunities to businesses that qualify as being a small business enterprise, having resident business ownership, having a longtime resident business, being a local business enterprise, being a disadvantaged business enterprise, being a veteran-owned business enterprise, or being a local manufacturing business enterprise.

As such, New London is offering additional points on the offeror evaluations based on meeting certain criteria as outlined below. The Offeror must complete the affidavit included in this RFP as **Attachment C** to affirm that they meet the criteria outlined below. These points will only be counted if the Offeror, or prime contractor, meets the criteria.

- Two (2) preference points shall be awarded if the Offeror is certified as having a small business enterprise, meaning that the Offeror had gross revenues under \$10 million in most recently completed fiscal year.
- Two (2) preference points shall be awarded if the Offeror is certified as a local business enterprise in the City of New London, meaning that the principal office of the business must be physically located in the City of New London, CT.
- Two (2) preference points shall be awarded if the Offeror is certified as being a local business enterprise in the County of New London, meaning that the principal office of the business must be physically located within the County of New London, CT.
- Two (2) preference points shall be awarded if the Offeror is certified as being a local business enterprise in the State of Connecticut, meaning that the principal office of the business must be physically located within the State of Connecticut.
- Two (2) preference points shall be awarded if the Offeror is certified as a minority, women, or veteran-owned business enterprise, meaning that the Offeror must have at least 50% ownership by one or more minority person(s) who exercise operational authority over daily affairs of the business, have the power to direct management and policies, and receive the beneficial interests of the business

Offerors may qualify for more than one of these categories, so that the maximum number of points available under this section is 10 points.

C.2 Small, Local and Minority Owned Subconsultant Participation

The New London requires that participation by business enterprises classified as: (i) a small business enterprise; (ii) a local business enterprise; or (iii) a minority, women, or veteran owned business enterprise; (Accordingly, and in addition to the preference points conferred by **Section C.1**, New London requires that business enterprises so certified must participate in at least 25% of the project. At least 25% of the contract work by dollar value must be awarded to entities that are classified as Small Business Enterprise, a Local Business Enterprise, or a Minority, Women, or Veteran-Owned Business Enterprise based on the definitions cited in **Section C.1** and

as certified by a completed affidavit (**Attachment C**).

C.2.1 Subcontracting Plan

Offerors shall submit a Subcontracting Plan (**Attachment J**) with their proposals. The Subcontracting Plan must demonstrate how the requirement outlined in **Section C.2** will be met and, should identify the specific firms that will be used and their respective roles.

The Subcontracting Plan shall be submitted as part of the proposal and may only be amended after award with the prior written approval of New London. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after award shall inure to the benefit of New London.

Each subcontracting plan shall include the following:

- The name and address of each subcontractor.
- The scope of work to be performed by each subcontractor.
- The price that the prime contractor will pay each subcontractor.
- Completed affidavit certifying compliance with the certification requirements

C.2.1.2 Copies of Subcontracts

Within twenty-one (21) days of the date of award, the Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to New London.

C.2.1.3 Enforcement and Penalties for Breach of Subcontracting Plan

A contractor shall be deemed to have breached a subcontracting plan, if the contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.

SECTION D EVALUATION AND AWARD CRITERIA

D.1 Award

The New London intends to award a contract to the highest rated qualified A/E firm with the lowest proposed fee if such contract is satisfactorily negotiated to be fair and reasonable to New London.

D.2 Evaluation Process

The New London will first evaluate Offerors' Proposals based solely on qualifications prior to evaluating fee proposals. This will ensure that New London awards the contract to a qualified offeror with a fair and reasonable fee. The City reserves the right to reject any and all bids, to waive minor irregularities in the bidding and to award the contract to other than the low bidder if deemed in the best interest of the City of New London.

D.2.1 Evaluation Board

D.2.1.1 Selection and Appointment

The head of the contracting agency or designee shall appoint one (1) or more permanent or ad hoc architect-engineer evaluation board ("Evaluation Board") composed of members who, collectively, have experience in architecture, engineering, construction, and New London and related procurement matters. Members of the Evaluation Board shall include highly qualified professional employees of New London and may include private practitioners of architecture, engineering, or related professions and shall evaluate all Proposals received from A/E(s) firm interested in the proposed contract under this RFP.

D.2.1.2 Evaluation Board Responsibilities

The Evaluation Board shall:

- a. Review New London's current data files on eligible A/E firms and Offerors' proposals received in response to this RFP.
- b. Evaluate current statements of A/E firms' qualifications and performance data on file with New London and Offerors' proposals, in accordance with the prescribed criteria in **Section D.3**.
- c. Hold discussions with at least three (3) of the most highly rated qualified A/E firms about concepts and the relative utility of alternative methods of furnishing the required services; the A/E fees will not be discussed.
- d. Prepare a selection report for the City recommending, in order of preference, at least three (3) A/E firms that are evaluated to be the most highly qualified to perform the required services, based on the selection criteria in **Section D.3**. The selection report shall include a description of the discussions and evaluation conducted by the board to allow the City to: review the considerations upon which the recommendations are based; and, make a final, independent determination regarding the order of

preference of at least three (3) of the most highly qualified A/E firms based on the selection criteria in **Section D.3**. Final determination will be made by the City with respect to the qualitative recommendations of the board and fee proposals.

D.3 Evaluation and Selection Criteria

Each Offeror's proposal and eligible A/E firm on file with New London will be scored on a scale of 1 to 100 points. In addition to the criteria outlined in this section, eligible Offerors and A/E firms on file with New London will receive up to 10 preference points as described in **Section C.1** and **Section D.3.5** of this RFP for inclusion of local, small and minority owned businesses.

A/E firms will be evaluated in accordance with the following selection criteria:

- Experience, Qualifications & Past Performance, on contracts with New London, Connecticut, other governmental entities, and private industry in terms of cost control, quality of work, and compliance with performance schedules – A/E and sub-consultants (30 points)
- Key Personnel - Specialized Experience and Technical Competence in the type of work required under this RFP (20 points)
- Capacity to accomplish the work in the required time – A/E and its sub-consultants Key Personnel (10 points)
- Acceptability of Design Approach and Management Plan (30 points)
- Local, Small and Minority/Women Owned Business Preference Points (up to 10 Points)

D.3.1 Experience, Qualifications, and Past Performance on contracts with New London, Connecticut, other governmental entities, and private industry in terms of cost control, quality of work, and compliance with performance schedules on similar projects – A/E and sub-consultants (30 points)

Offerors will be evaluated based on their (i) past performance on contracts with New London, Connecticut, other governmental entities, and private industry in terms of cost control, quality of work and compliance with performance schedule; (ii) professional qualifications for satisfactory performance designing recreation centers; and (iii) the Offeror's past performance working with its proposed sub-consultants. This element of the evaluation will be worth up to twenty (30) points.

Offerors will be required to submit the following information in their Proposals:

- A. List of all projects that the Offeror A/E and its sub-consultants have worked on in the last 5 years that are similar to this Project. For purposes of this paragraph, similar shall mean projects where the Offeror has served as the lead design consultant for a public facility or recreation/community center (include if they were in an urban setting). This information may be provided in an overview matrix format or brief list; however, it should include the name and location of the facility, the name of the owner, the time frame of the project, the original budget for the project, and whether the project was delivered on-time and on

budget. If a project was not delivered on-time or on budget, a brief description of the reasons should be provided.

- B. Detailed descriptions of no more than eight (8) projects that best illustrate the Offeror A/E and its sub-consultants' technical competence and specialized experience relevant to this Project, including at least three (3) projects where the Offeror served as the architect on a CMAR delivered project. Offerors will be evaluated based on their (i) demonstrated experience in design excellence and design of public facilities in a manner that reflects civic importance and creates a sense of place and community; (ii) experience with design of recreation facilities in an urban setting; (iii) experience with design of specialty aquatic recreational facilities (iv) cost estimating and Value Engineering/management; (v) knowledge of the local regulatory agencies and Code Officials; (vi) experience with the design and construction of zero net energy buildings and LEED certified buildings; an (vii) and demonstrated experience designing and completing high quality, construction projects on-time and on-budget. On each project description, please provide all of the following information in consistent order:

1. Project name and location.
2. Name, address, contact person and telephone number for owner reference.
3. Name, address, contact person and telephone number for builder reference for those projects where the Offeror served on a design-build team or as part of a CMAR delivery.
4. Brief project description including project cost, square footage, firm's scope of work, and key firm strengths exhibited.
5. Identification of personnel involved in the selected project who are proposed to work on this Project.
6. Project process and schedule data including construction delivery method, and construction completion date (any unusual events or occurrences that affected schedule should be explained).
7. Renderings or photographs that show the interior and exterior of the project.

- C. The Offeror shall ensure that a minimum of three (3) Past Performance Evaluation forms **Attachment I**, are completed on behalf of the A/E are completed and submitted directly to New London's POC stated on **Section F.1** by the due date for Proposals as specified in **Section E.3**. A minimum of two (2) Past Performance Evaluation forms for each sub consultant should be incorporated in the Offeror's technical Proposal.

D.3.2 Specialized Experience and Technical Competence and in the type of work required under this RFP– A/E and its sub-consultants Key Personnel (20 points)

Key Personnel will be evaluated based on their (i) demonstrated experience in design excellence and design of public facilities in a manner that reflects civic importance and creates a sense of place and community; (ii) experience with design of recreation facilities in an urban setting; (iii) experience with design of specialty aquatic recreational facilities (iv) cost estimating and Value

Engineering/management; (v) knowledge of the local regulatory agencies and Code Officials; (vi) demonstrated experience designing and completing high quality, construction projects on-time and on-budget; (vii) demonstrated experience in providing a full range of design services for CMAR Projects; (viii) demonstrated experience in, and their plan to deliver, coordinated and constructible documents in a phased, fast track environment; (ix) experience with the design and construction of zero net energy buildings and LEED certified buildings; (x) Key Personnel's technical competence and specialized experience; and the availability and experience of the Key Personnel assigned to this Project. This element of the evaluation will be worth up to twenty (20) points.

Offerors will be required to submit the following in their Proposals:

- A. A description of the A/E's and sub-consultants' Key Personnel professional qualifications, specialized experience and technical competence necessary for satisfactory performance of the required services, to include at a minimum the following:
 1. List of Key Personnel to include, at a minimum, the following individuals: (i) the Design Principal; (ii) the Project Architect; (iii) the Project Designer; (iv) the lead MEP engineers; and (v) key specialty consultants such as aquatics.
 2. Organizational chart illustrating reporting lines and names and titles for Key Personnel proposed by the A/E.
 3. Resumes for each Key Personnel proposed by the A/E and sub consultants indicating the individual's previous experience, education, licensing, certifications specialized experience and demonstrated technical competence necessary to successfully complete their role in the Project; and
 4. A table that identifies the specific staff that will be assigned to this Project. The table should include: (i) the individual's name (if known); (ii) his or her title; (iii) his or her level of effort (i.e. the percentage of time devoted to this Project); and (iv) the time periods during which the individual will be assigned to the Project and (v) experience working together. This table should include all personnel that will be assigned to the Project.

D.3.3 Capacity to accomplish the work in the required time of the RFP – A/E and its sub-consultants Key Personnel (10 points)

Offerors will be evaluated based on the A/E and its sub consultants Key Personnel's capacity to meet the needs of this Project within the required time of the RFP. The Offeror shall include an analysis of the overall proposed contributions of the A/E and sub consultants as well as the capacity of the individual Key Personnel for this project relative to the current and projected workloads. This element of the evaluation will be worth up to ten (10) points.

The Offeror shall submit a detailed analysis demonstrating that they have the necessary capacity to meet the project schedule. This plan must identify the necessary resources required for the completion of the Project and must include at a minimum the following:

- a) Company resources available to the project manager;

- b) Proposed subcontracting effort in connection with obtaining additional resources;
- c) Current contracts with other public and private entities;
- d) All current projects with New London (if any) and the stage of each project;
- e) A time allocation plan indicating the percentage of time key personnel is allocated over all projects.

D.3.4 Design Approach and Management Plan (30 Points)

Offerors shall submit: (i) a discussion of their intended Design Approach; and (ii) a design Management Plan specific to the goals and objectives for the project. These elements of the proposal can be submitted either as separate portions within the Proposal or as a single integrated section.

The Design Approach shall address the basic design theory or ideas that the Offeror proposes to employ in approaching the design of the Project. The Design Approach will be evaluated on the creativity demonstrated and workability of the solutions proposed. The Management Plan shall clearly explain how the Offeror intends to manage and implement the Project, to include all contemplated phasing. Among other things, the Management Plan should explain (i) how the Offeror will manage the engineering subconsultants so as to ensure that the drawings are properly coordinated, including coordination of the drawings in light of the phasing of the project; (ii) how the Offeror will manage the Value Engineering/management process; (iii) how the A/E proposes to staff and handle construction administration and interact with the builder; (iv) how the Offeror will manage the design process to ensure that bid packages are issued in a timely manner and incorporate agreed upon Value Engineering changes; (v) how the Offeror will manage the regulatory and permitting process; and (vi) describe the key challenges inherent and unique to the Community Recreation Center and explain how they will be overcome or mitigated, specific attention should be given to the phasing of construction. New London will also consider the experience that the Offeror and its team members have working together on similar projects. This element of the evaluation is worth up to twenty (30) points.

D.3.5 Preference Points (up to 10 Points)

At the conclusion of Evaluation Board's discussions and evaluations, up to 10 preference points, as described in **Section C.1** of this RFP, will be added to the Evaluation Board's scores based on each eligible A/E firm's status as determined by inclusion of local, small and minority owned businesses. Completed Affidavit's confirming self-certification (**Attachment C**) as described in **Section C.1** shall be included in this section of the proposal. Thereafter, the Evaluation Board will prepare a report for New London recommending, in order of preference, at least three (3) A/E firms evaluated to be the most highly qualified to perform the required services, based on the selection criteria in Section D.3 of this RFP. The evaluation report will allow New London to review the considerations upon which the recommendations are based; and, make a final, determination regarding the order of preference of at least three (3) of the most highly qualified A/E firms based on associated fee proposals.

D.4 Discussions

The Evaluation Board may hold discussions with no less than three (3) A/E firms determined to be the most highly qualified A/E firms to provide the required services based upon the criteria set forth in **Section D.3**. The Evaluation Board will discuss concepts and the relative utility of alternative methods of furnishing the required services and rate the A/E's ability to meet the selection criteria in **Section D.3** of this RFP. The discussions will be scheduled through the New London's Contracting and Procurement Division and will include the Evaluation Board and New London's designee. The Evaluation Board will prepare its selection report based on the discussions and the evaluations conducted.

D.5 Negotiations

New London will then negotiate a contract with the highest qualified A/E based on the selection report and low fee proposal. If negotiations are not successful, then New London shall terminate negotiations with that first highest qualified A/E and undertake negotiations with the second most qualified A/E firm. New London will follow the same process to terminate negotiations if negotiations with the second most qualified A/E firm is not successful and will initiate negotiations with the third most qualified A/E firm.

SECTION E PROPOSAL ORGANIZATION AND PROPOSALS

This section outlines specific information necessary for the proper organization and manner in which Offerors' Proposals should be proffered. References are made to other sections in this RFP for further explanation.

E.1 Proposal Identification

Proposals shall be proffered in an original and one (1) hard copy as well as two (2) electronic copies on a USB flash drive. The Offeror's Proposal shall be placed in a sealed envelope conspicuously marked:

**“Proposal for Architectural/Engineering Services for the New London Community
Recreation Center RFP # 2021-14”**

E.2 Delivery or Mailing of Proposals

Proposals should be delivered or mailed to:

Joshua Montague, Accounting Purchasing Agent
13 Masonic St.
New London, CT 06320

E.3 Date and Time for Receiving Proposals

Proposals shall be received by **2:00 p.m., on June 11, 2021**. The Offeror assumes the sole responsibility for timely delivery of its Proposal, regardless of the method of delivery. Bids received after 2:00 p.m., on June 11, 2021 shall be returned unopened.

E.4 Submission Size, Organization and Offeror Qualifications

All Proposals shall be submitted on 8-1/2" x 11" bond paper and typewritten. Telephonic, telegraphic, and facsimile Proposals shall not be accepted. New London is interested in a qualitative approach to presentation material. Brief, clear and concise material is more desirable than quantity. The Proposal shall be organized in two volumes, a technical proposal and a fee proposal.

For additional clarity, a checklist of all required components of the proposal is included as **Attachment K**.

E.4.1 Technical Proposal

The technical proposal shall be organized as follows:

E.4.1.1 Executive Summary

Each Offeror shall provide a summary of no more than three pages of the information contained in the following sections.

E.4.1.2 General Team Information and Firm(s) Data

Each Offeror should provide the following information for the principal A/E firm and each of its subconsultants.

A. Name(s), address(es), and role(s) of each firm (including all sub-consultants)

B. Firm profile(s), including:

1. Age
2. Firm history(ies)
3. Firm size(s)
4. Areas of specialty/concentration
5. Current firm workload(s) projected over the next two years
6. Provide a list of any contract held by the Offeror where the contract was terminated (either for default or convenience). This list should also identify any contracts that resulted in litigation or arbitration between the Owner and the Offeror. If the Offeror has multiple offices, only contracts held by the office submitting this proposal need be listed.

E.4.1.3 Information for each Selection Criteria

Offerors shall provide the required information and analysis for each selection criteria as described in **Section D.3** of this RFP.

E.4.2 Fee Proposal

The A/E Offeror's Fee proposal shall be submitted separately from Offeror's Technical Proposal and include all of the following:

E.4.2.1 Form of Offer Letter

Each Offeror shall submit an offer letter substantially in the form of **Attachment B**, to propose a Design Fee and hourly rates, in accordance with the attached pricing schedule, and outline any requested changes to the Form of Contract. Material deviations, in the opinion of New London, from the bid/offer form shall be sufficient to render the proposal non-responsive.

The New London intends to award the Contract to the most qualified firm with the lowest cost.

E.4.2.2 Fee Proposal Attachments

Each Offeror shall complete and submit the following Attachments in the Offeror's Fee Proposal, which will be used after evaluation of qualifications. If the Offeror is determined to be one of at least three (3) of the most highly qualified A/E firms to provide the required services under this RFP, then New London will utilize the Offeror's Fee Proposal to determine the award and in the negotiation of a contract with the highest qualified A/E firm at compensation rates that New London determines to be fair and reasonable to New London.

- a) Offer Letter (**Attachment B**)
- b) Subcontracting Plan per **Section C.2.1 (Attachment J)**
- c) Equal Employment Opportunity Certification (**Attachment E**)
- d) Non-Collusion Affidavit Prime Bidder (**Attachment F1**)
- e) Non-Collusion Affidavit Subcontractor (**Attachment F2**)
- f) Affirmative Action Policy Statement (**Attachment G**)
- g) Certification of Non-Segregated Facilities (**Attachment H**)

Other than the original Proposal (which shall include both a pricing and technical response), Offerors will be required to submit copies of the pricing portion of their proposal (including the Form of Offer Letter and any spreadsheets or other pricing documents referenced in the Form of Offer Letter) separately from the technical portion of their proposal.

SECTION F BIDDING PROCEDURES & PROTESTS

F.1 Contact Person

The New London's sole point of contact ("POC") for matters related to this RFP is the only individual authorized to discuss this RFP with any interested parties, including Offerors. The POC does not have authority to bind New London through the execution of written contract documents. Only Contracting Officers can bind New London.

All questions and communications with the New London's POC about the Project or this RFP shall be sent in writing to:

Felix Reyes, Director of Economic Development & Planning
FReyes@newlondonct.org

Cc: Joshua Montague, Accounting Purchasing Agent
JMontague@newlondonct.org

The New London disclaims the accuracy of information derived from any source other than this RFP and the New London's POC, and the use of any such information is at the sole risk of the Offeror. All communications and requests for information shall be submitted by the Offeror's point of contact identified in its Proposal.

F.2 Preproposal Conference

A virtual pre-proposal conference will be held on **Friday, May 21 at 10:30 a.m.** Call-in information will be provided via addendum.

F.2.1 Site Visit

A site visit is not mandatory, but Offeror's are allowed and encouraged to visit the site at their own discretion.

F.3 Explanations to Prospective Offerors

Each Offeror should carefully examine this RFP and any and all amendments, addenda or other revisions, and thoroughly familiarize itself with all requirements prior to proffering a Proposal. Should an Offeror find discrepancies or ambiguities in, or omissions from, the RFP and amendments, addenda or revisions, or otherwise desire an explanation or interpretation of the RFP, any amendments, addenda, or revisions, it must submit a request for interpretation or correction in writing. Any information given to an Offeror concerning the solicitation shall be furnished promptly to all other Offerors as an amendment or addendum to this RFP if in the sole discretion of New London that information is necessary in proffering submissions or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract shall not be binding. Requests and questions should be directed to POC in

Section F.1 by **5:00 p.m. on Friday, May 28th**. The person making the request shall be responsible for prompt delivery.

F.4 Protests

Protests alleging defects in this RFP must be filed prior to the time set for receipt of Proposals. If an alleged defect does not exist in this initial RFP, but was incorporated into the RFP by an amendment or addendum, a protest based on that defect must be filed before the next closing time established for proffering Proposals. In all other cases, a protester shall file the protest within ten (10) days after the protester knows or should have known, whichever is earlier, of the facts and circumstances upon which the protest is based. All protests must be made in writing to New London and must be filed in duplicate. Protests shall be served on New London by obtaining written and dated acknowledgment of receipt from New London's designee. Protests received by New London after the indicated periods will not be considered. To expedite handling of protests, the envelope shall be labeled "Protest".

This **Section F.4** is intended to summarize the bid protest procedures and is for the convenience of the Offerors only. The applicable law and regulations apply, to the extent any provision of this section is inconsistent with law or regulations.

F.5 Contract Award

Upon award of the contract, notification letters will be sent to all Offerors who submitted proposals. Unsuccessful Offerors will be entitled to a debrief if desired which scheduled upon request with New London.

F.6 Retention of Proposals

All Proposals shall be retained by New London and therefore shall not be returned to the Offerors. With the exception of proprietary financial information, the Proposals shall become the property of New London and New London shall reserve the right to distribute or use such information as it determines.

F.7 Examination of Proposals

Offerors are expected to examine the requirements of all instructions (including all amendments, addenda, attachments and exhibits) in this RFP. Failure to do so shall be at the sole risk of the Offeror and may result in disqualification.

F.8 Late Proposals: Modifications

F.8.1. Any proposal or BAFO received at the office designated in this RFP after the exact time specified for receipt shall not be considered.

B. Any modification of a proposal, including a modification resulting from New London's requests for best and final offers, is subject to the same conditions as in **Section F.8.A** stated above.

C. The only acceptable evidence to establish the time of receipt at New London's office is the time-date stamp of such installation on the Proposal wrapper or other documentary evidence of receipt maintained by the installation.

D. Notwithstanding any other provisions of this RFP to the contrary, a late modification of an otherwise successful proposal which makes its terms more favorable to New London may be considered at any time it is received and may be accepted.

E. Proposals shall be irrevocable and remain in full force and effect for a period not less than 120 days after receipt of proposals.

F.9 No Compensation for Preparation of Proposals

New London shall not bear or assume any financial obligations or liabilities regarding the preparation of any Proposal submitted in response to this RFP, or prepared in connection therewith, including, but without limitation, any proposal, statements, reports, data, information, materials or other documents or items.

F.10 Rejection of Proposals

New London reserves the right, in its sole discretion:

A. To cancel this solicitation or reject all proposals.

B. To reject proposals that fail to prove the Offeror's responsibility.

C. To reject proposals that contain conditions and/or contingencies that in New London's sole judgment, make the Proposal indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award.

D. To waive minor irregularities in any proposal provided such waiver does not result in an unfair advantage to any Offeror.

E. To take any other action within the applicable Procurement Regulations or law.

F. To reject the proposal of any Offeror that has submitted a false or misleading statement, affidavit or certification in connection with such Proposal or this Request for Proposals.

F.11 Limitation of Authority

Only a person with prior written authority from New London shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clauses or conditions of the RFP.

Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this RFP is not effective or binding unless made in writing and signed by New London or its authorized representative.

Attachment A1
Aerial Image of Site
Fort Trumbull



Description: City owned property adjacent to Fort Trumbull State Park

Footprint: approximately 324,000 square feet total (7.4 acres)

Attachment A2

Project Definition Overview

<https://bdsd.box.com/s/zqrvz9obb3rp1rcohi03gpvdr103kj>

Attachment A3
Outline Program

City of New London
Community Recreation Center
Financial Model

Lap Pool
 Leisure Pool
 Gymnasium
 Indoor Jogging Track

Program Scenario 3		
		6 lane, 25 yard
		No Leisure Pool
		2 court
		No Track
Quantity	NASF	NASF
6	100	600
6	100	600
1	50	50
1	150	150
1	120	120
1	120	120
1	100	100
1	100	100
1	100	100
2	50	100
1	500	500
1	200	200
1	60	60
1	80	80
1	300	300
1	200	200
2	100	200
1	100	100
1	200	200
1	400	400
1	500	500
1	12,480	12,480
1	300	300

Free Zone

Administrative Office Suite

New London Rec & Youth Affairs

Rec Offices (6 total people)
 YA Offices (3 people with individual offices; 4 people that share 3 spaces)
 Employee Work Stations (Rec 1)

Operator

Director Office
 Marketing & Memberships Office
 Facilities Office
 Aquatics Office
 Fitness Office
 Admin & Finance Office
 Part-time Employee's Work Stations

Shared

Conference Room
 Duplication/mail room/Administrative Area
 Storage
 Pantry/Lounge
 Lobby / Guest Seating Area
 Admissions Control
 Public Restroom

Wellness Component

Early Learning Center Coordinator Office
 Resource Room (Book Bank and Early Learning Center)
 Classroom/Meeting Room
 Instructional Kitchen

Activity Zone

Gymnasiums

Two Court Gymnasium - 84 ft courts
 Two Court Gymnasium Storage

Fitness & Other

Weight & Fitness Room	1	6,500	6,500
Weight & Fitness Storage	1	300	300
Low Ceiling Multipurpose Type - 2	1	2,698	2,698
Low Ceiling Multipurpose Type - 2 Storage	1	200	200
Low Ceiling Multipurpose Type - 3	1	1,800	1,800
Low Ceiling Multipurpose Type - 3 Storage	1	200	200
Low Ceiling Multipurpose Type - 4	1	1,200	1,200
Low Ceiling Multipurpose Type - 4 Storage	1	150	150

Aquatics

Competitive Natatorium Type - 1 (50m x 25yds)	0	21,000	0
Competitive Natatorium Type - 2 (25m x 25yds)	0	10,000	0
Competitive Natatorium Type - 3 (40yd x 25yds)	0	14,725	0
Fitness Lap Pool (four lanes)	0	4,944	0
Small Competition/Warm-up Pool (25yds - six lanes)	1	6,000	6,000
Natatorium Spectator Seating	50	7	350
Life Guard Room	1	120	120
Leisure Pool	0	2,000	0
Wet Classroom	1	500	500
Natatorium Storage	1	800	800

Support Zone

Lounge / Game Room	1	2,000	2,000
Child Care Area	1	400	400
Mens Locker Rooms			
-- Single Tier 12" Lockers	0	6	0
-- Double Tier 15" Lockers	300	4	1,200
-- Double Tier 12" Lockers	0	3	0
-- Showers	12	27	324
-- Toilets	5	23	117
-- Urinals	4	12	48
-- Grooming Stations	5	15	75
-- Sauna	1	300	300
-- Whirlpool	0	250	0
Womens Locker Rooms			
-- Single Tier 12" Lockers	0	6	0
-- Double Tier 15" Lockers	300	4	1,200
-- Double Tier 12" Lockers	0	3	0
-- Showers	12	27	324
-- Toilets	10	23	234
-- Grooming Stations	7	15	105
-- Sauna	1	100	100
-- Whirlpool	0	250	0
Family change Rooms	4	200	800
Nursing Person's Room	1	200	200
Rec Equipment Checkout	1	500	500
Laundry Room	1	100	100
Outdoor Rec Storage & Resource Center	0	1,500	0
General Building Storage	1	1,000	1,000
Large Classroom	1	800	800

Free Zone		4,780
Activity Zone		33,598
Support Zone		9,827
Total NASF		48,205
Building Core & Circulation With Building Efficiency @	77%	14,399
Total Building Envelope		62,604

Attachment A5

Environmental Inspection Reports

To Be issued Via Addendum

Attachment B

Offer Letter

Attachment B

[Offeror's Letterhead]

[Insert Date]

City of New London
13 Masonic St.
New London, CT 06320

Attention: Joshua Montague
Accounting Purchasing agent

Reference: Solicitation Number: 2021-14
Architectural/Engineering Services – Community Recreation Center

Dear Mr. Montague:

On behalf of [INSERT NAME OF Offeror] (the "Offeror"), I am pleased to submit this proposal in response to the City of New London's "RFP" to provide Architectural/Engineering Services for the new Community Recreation Center project. The Offeror has reviewed the RFP and the attachments thereto, any addenda thereto, and the proposed Form of Contract (collectively, the "Bid Documents") and has conducted such due diligence and analysis as the Offeror, in its sole judgment, has deemed necessary in order to submit its Proposal in response to the RFP.

The Offeror's proposal including the Design Fee (as defined in paragraph A), and the Hourly Rates (as defined in paragraph B) are based on the Bid Documents as issued and assume no material alteration of the terms of the Bid Documents (collectively, the proposal, the Design Fee and the Hourly Rates are referred to as the "Offeror's Bid").

The Offeror's Bid is as follows:

A. Design Fee:

Design Phase

Preliminary Assessment & Concept Design	\$ _____
Schematic Design	\$ _____
Design Development	\$ _____
Permit Documents	\$ _____
Construction Documents	\$ _____
Total Design Fee	\$ _____

B. Construction Administration:

Position	Hourly Rate
Design Principal	\$ _____/hour
Project Architect	\$ _____/hour
Project Designer	\$ _____/hour
MEP Engineer	\$ _____/hour
Structural Engineer	\$ _____/hour
Total Construction Administration Fee	\$ _____

The Offeror acknowledges and understands that the Design Fee is a fixed fee and covers all of the Offeror's costs associated with the preparation of (i) a preliminary assessment and refinement (if necessary) of the concept design; (ii) schematic design; (ii) design development documents; (iii) a permit set of construction documents; (iv) a complete, coordinated set of construction documents; and (v) construction administration services.

The Offeror's Bid is based on and subject to the following conditions:

The Offeror agrees to hold its proposal open for a period of at least one hundred twenty (120) days after the date of the bid.

1. Assuming the Offeror is selected by the City and subject only to the changes requested in paragraph 5, the Offeror agrees to enter into a contract with the City on the terms and conditions described in the Bid Documents within ten (10) days of the notice of the award.
2. Both the Offeror and the undersigned represent and warrant that the undersigned has the full legal authority to submit this bid form and bind the Offeror to the terms of the Offeror's Bid.
3. The Offeror further represents and warrants that no further action or approval must be obtained by the Offeror in order to authorize the terms of the Offeror's Bid.
4. The Offeror and its principal team members hereby represent and warrant that they have not: (i) colluded with any other group or person that is submitting a proposal in response to the RFP in order to fix or set prices; (ii) acted in such a manner so as to discourage any other group or person from submitting a proposal in response to the RFP; or (iii) otherwise engaged in conduct that would violate applicable anti-trust law..
5. The Offeror's proposal is subject to the following requested changes to the Form of Contract: **INSERT REQUESTED CHANGES. OFFERORS ARE ADVISED THAT THE CHANGES SO IDENTIFIED SHOULD BE SPECIFIC SO AS TO PERMIT THE CITY TO EVALUATE THE IMPACT OF THE REQUESTED CHANGES IN ITS REVIEW PROCESS. GENERIC STATEMENTS, SUCH AS "A MUTUALLY ACCEPTABLE CONTRACT" ARE NOT ACCEPTABLE. OFFERORS ARE FURTHER ADVISED THAT THE CITY WILL CONSIDER**

THE REQUESTED CHANGES AS PART OF THE EVALUATION PROCESS.1

6. The Offeror hereby certifies that neither it nor any of its team members have entered into any agreement (written or oral) that would prohibit any contractor, subcontractor or sub-consultant that is certified as a Local, Small, Resident Owned or Disadvantaged Business Enterprise from participating in the work if another company is awarded the contract.

7. This bid form and the Offeror's Bid are being submitted on behalf of [INSERT FULL LEGAL NAME, TYPE OF ORGANIZATION, AND STATE OF FORMATION FOR THE OFFEROR].

Sincerely,

By: _____
Name: _____
Title: _____

Attachment C

Small, Local and Minority-Owned Business Enterprise Affidavit



CITY of NEW LONDON

COMMUNITY RECREATION CENTER PROJECT
LOCAL, SMALL and MINORITY Owned BUSINESS AFFIDAVIT CERTIFICATION

I, _____ am an owner or duly authorized representative of
_____(Proposer/name of business), and I do hereby declare:

This business:

Meets one or more of the criteria for a local, small or minority-owned business pursuant to **Section C.1** of the RFP as outlined below. Please check all that apply.

- Small business enterprise, meaning that the Offeror had gross revenues under \$10 million in most recently completed fiscal year.
- Local business enterprise in the City of New London, meaning that the principal office of the business must be physically located in the City of New London, CT.
- Local business enterprise in the County of New London, meaning that the principal office of the business must be physically located within the County of New London, CT.
- Local business enterprise in the State of Connecticut, meaning that the principal office of the business must be physically located within the State of Connecticut.
- Minority, women, or veteran-owned business enterprise, meaning that the Offeror must have at least 50% ownership by one or more minority person(s) who exercise operational authority over daily affairs of the business, have the power to direct management and policies, and receive the beneficial interests of the business

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the City of New London deemed necessary to verify the statements made in this affidavit or regarding the ability, standing and general reputation of the Offeror. I declare, under penalty of perjury, that the information provided above and any supporting documents are true and accurate to the best of my knowledge. The owner/authorized representative will inform the City of New London within 30 days of any change that would affect my small, local or minority-owned business status.

Owner/Authorized Representative Signature

Date

Date Owner/Authorized Representative Printed Name & Title



Notary:

STATE OF _____

COUNTY OF _____

Before me, the above signed authority, personally appeared _____, who is personally known to me or has produced _____ (type of identification) identification and is duly sworn, deposes and says that he/she is authorized to represent _____ (business). Sworn and subscribed to before me this _____ day of _____, _____.

(Notary Signature)

My Commission Expires:

Attachment D
Form of Contract

SAMPLE

CONTRACT FORMS

CONTRACT FOR SERVICES

THIS AGREEMENT made and entered into this **XX** day of **Month, 2021**, by and between (**Legal Name, address, city & state**), hereinafter called "**Contractor**" and the City of New London, 181 State Street, New London, CT 06320, hereinafter called "**City**."

WHEREAS, the City desires to enter into a contract for the (**state work being performed**) and the Contractor represents itself as competent and qualified to accomplish the specific requirements of this contract to the satisfaction of the City, therefore this contract is entered into under the following terms and conditions:

1. The Contractor agrees to perform the services described below or in attachments if applicable. Only those attachments specifically referenced in this Contract for Services shall apply. The terms and conditions as contained in this Contract for Services shall take precedence over any conflicting terms as may be attached hereto.
2. **Term of the Contract:** The start date for this Contract shall be **Month/Day, 2021** and the completion date of this Contract shall be **Month/Day, 2021**, time being of the essence.
3. **Contract Price:** The City shall pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed for the price of (**written amount**) (**\$dollar amount**).

Based upon Applications for Payment submitted by the Contractor, the City shall make progress payments on account of the Contract Sum to the Contractor. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month. The City shall make payment to the Contractor within 30 days after the City receives the Application for Payment. With each Application for Payment, the Contractor shall submit the most recent schedule of values, which allocates the Contract Price among the various portions of the Work. The Applications for Payments shall indicate the percentage of completion of each portion of the Work. Such Applications may include requests for payment on account of changes in the Work, but not yet included in Change Orders. Partial payment shall be due Contractor in the amount of 95.0% of the work in place.

Final payment, constituting the entire unpaid balance of the Contract Price, including Change Orders, shall be made by the City to the Contractor no later than 30 days after the Contractor has fully performed the Contract and has provided to the Owner a final Application for Payment.

4. **Contract Documents:** The Contract Documents consist of this Agreement, the Standard Bid and Contract Terms and Conditions, the Instructions to Bidders, the Contractor's bid as accepted by the City, the General and Special Conditions of the Work, the Technical Specifications, the drawings and all Addenda attached hereto.

The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any of the other Contract Documents, the provisions of the Agreement shall prevail.

Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the edition of the standard specification, manual, code or laws or regulations identified in the reference. In the event a particular edition is not identified, the reference shall mean the latest edition in effect at the time of receipt of the bid. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the City, the Contractor or any of their consultants, agents or employees from those set forth in the Contract Documents.

5. **Obligations And Liability Of The Contractor:** The Contractor shall do all the work and perform and furnish all the labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies and all other things (except as otherwise expressly provided herein) necessary and as herein specified for the proper performance and completion of the Work in the manner and within the time hereinafter specified, in strict accordance with the Drawings, Specifications and other Contract Documents, in conformity with the directions and to the satisfaction of the City, and at the prices herein agreed upon therefor.

All parts of the Work and all fixtures, equipment, apparatus and other items indicated on the Drawings and not mentioned in the Specifications, or vice versa, and all work and material usual and necessary to make the Work complete in all its parts, including all incidental work necessary to make it complete and satisfactory and ready for use and operation, whether

or not they are indicated on the Drawings or mentioned in the Specifications, shall be furnished and executed the same as if they were called for both by the Drawings and by the Specifications.

The Contractor shall coordinate his operations with those of any other contractors who may be employed on other work of the City, shall avoid interference therewith, and shall cooperate in the arrangements for storage of materials and equipment.

The Contractor shall conduct his work so as to interfere as little as possible with private business and public travel. Wherever and whenever necessary or required, he shall maintain fences, furnish watchmen, maintain lights, and take such other precaution as may be necessary to protect life and property.

The Contractor shall indemnify and save harmless the City and its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, on account of bodily injury, sickness, disease or death sustained by any person or persons or injury or damage to or destruction of any property, directly or indirectly arising out of, relating to or in connection with the Work, whether or not due to or claimed to be due in whole or in part to the active, passive or concurrent negligence or fault of the Contractor, his officers, agents, servants or employees, any of his subcontractors, the City or any of their respective officers, agents, servants or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false or fraudulent; and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, provided, however, that the Contractor shall not be required to indemnify the City, its officers, agents, servants, or employees, against any such damages occasioned solely by acts or omissions of the owner other than supervisory acts or omissions of the City in the Work.

The Contractor shall have complete responsibility for the Work and the protection thereof, and for preventing injuries to persons and damage to the Work and property and utilities on or about the Work, until final completion and final acceptance thereof. He shall in no way be relieved of his responsibility by any right of the City to give permission or directions relating to any part of the Work, by any such permission or directions given, or by failure of the City to give such permission or directions. The Contractor shall bear all costs, expenses, losses and damages on account of the quantity or character of the Work or the nature of the land (including but not limited to subsurface conditions) in or under or on which the Work is done being different from that indicated or shown in the Contract Documents or from what was estimated or expected, or on account of the weather, elements, or other causes unless information regarding such condition(s) was known and not disclosed by the City prior to Contractor commencing its work.

The Contractor shall conduct his operations so as not to damage existing structures or work installed either by him or by other contractors. In case of any such damage resulting from his operations, he shall repair and make good as new the damaged portions at his own expense with the consent of the damaged party. In the event that consent is not given, the Contractor shall continue liable for the damage caused.

The Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractors, their officers, agents, servants and employees as he is for his own acts and omissions and those of his own officers, agents, servants and employees.

Should the Contractor sustain any loss, damage or delay through any act or omission of any other contractor or any subcontractor of any such other contractor, the Contractor shall have no claim against the City therefor, other than for an extension of time, but shall have recourse solely to such other contractor or subcontractor.

If any other contractor or any subcontractor of any such other contractor shall suffer or claim to have suffered loss, damage or delay by reason of the acts or omissions of the Contractor or of any of his subcontractors, the Contractor agrees to assume the defense against any such claim and to reimburse such other contractor or subcontractor for such loss or damage.

The Contractor agrees to and does hereby indemnify and save harmless the City from and against any and all claims by such other contractors or subcontractors alleging such loss, damage or delay and from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, arising out of, relating to or resulting from such claims.

The Contractor shall promptly pay all federal, state and local taxes which may be assessed against him in connection with the Work or his operations under this Agreement and/or the other Contract Documents, including, but not limited to, taxes attributable to the purchase of material and equipment, to the performance of services, and the employment of persons in the prosecution of the Work.

Because (i) anticipated damages hereunder are uncertain in amount and difficult to prove, (ii) the parties hereto wish to liquidate said damages in advance, and (iii) monies paid pursuant to this Agreement are not greatly disproportionate to the damage reasonably anticipated in the event of default, it is further agreed that if Contractor shall not complete all of its obligations under this contract within the time period and by the completion date specified in Paragraph 2 herein, Contractor shall pay liquidated damages to the City at a rate of \$__100__ per day for every day beyond the completion date until such time as the Contractor finally completes all of its obligations under this Contract.

6. Supervision Of Work: The Contractor shall be solely responsible for supervision of the Work, shall give the work the constant attention necessary to ensure the expeditious and orderly progress thereof, and shall cooperate with the City, its officers, agents or employees in every possible way.

At all times, the Contractor shall have as his agent on the Work a competent superintendent capable of reading and thoroughly understanding the Drawings and Specifications, with full authority to execute the directions of the Engineer without delay and to supply promptly such labor, services, materials, equipment, plant, apparatus, appliances, tools, supplies and other items as may be required. Such superintendent shall not be removed from the Work without the prior written consent of the City. If, in the opinion of the City, the superintendent or any successor proves incompetent, the Contractor shall replace him with another person approved by the City; such approval, however, shall in no way relieve or diminish the Contractor's responsibility for supervision of the Work.

Whenever the Contractor or his agent or superintendent is not present on any part of the Work where it may be necessary to give directions or instructions with respect to such work, such directions or instructions may be given by the City to and shall be received and obeyed by the foreman or any other person in charge of the particular work involved.

7. Insurance: The Contractor shall procure and maintain insurance of the types specified below, and to the limits for this insurance specified in the Standard Bid and Contract Terms and Conditions and the City of New London Code of Ordinances, Article IV., Section 2-71. All insurance shall be obtained from companies satisfactory to the City.

Insurance shall be in such forms as will protect the Contractor from all claims and liability for damages for bodily and personal injury, including accidental death, and for property damage, which may arise from operations under the Contract, whether such operations be by himself, his subcontractors, or by anyone directly or indirectly employed or engaged by him.

The following types of insurance shall be provided before starting and until final completion and acceptance of the Work and expiration of the guarantee period provided for in the Agreement.

- a. Workmen's Compensation and Employer's Liability Insurance.
- b. Bodily Injury Insurance for operations and completed operations and Contractor's Protective Bodily Injury Insurance.
- c. Property Damage Insurance for operations and completed operations and Contractor's Protective Property Damage Insurance, each including coverage for injury to or destruction of wires or pipes and similar property and appurtenant apparatus and the collapse of or structural injury to any building or structure except those on which work under the Contract is being done. Blasting and explosion coverage shall be obtained if there is a need for blasting under the Contract, and no blasting shall be performed until such insurance has been secured.
- d. Bodily Injury Insurance covering the operation of all motor vehicles owned by the Contractor.
- e. Personal Injury Insurance to cover claims for personal injury and including claims brought by employees.
- f. Property Damage Insurance covering the operation of all motor vehicles owned by the Contractor.
- g. Insurance to cover bodily injuries and property damage resulting from the use of motor vehicles not owned by the Contractor, while such vehicles are being operated in connection with the prosecution of the Work.

- h. Contractual Liability Insurance covering the liability assumed by the Contractor under the fifth paragraph of that subsection titled "Obligations and Liability of Contractor" of this Agreement.
- i. Owner's Protective Liability and Property Damage Insurance to protect the City and any Engineer against claims for Property damage and for bodily injuries, including accidental death, caused by the operations of the Contractor or his subcontractors on the Work. The policy shall indicate the City and any Engineer as the named insured. A copy of the policy shall be furnished to the City and a Certificate of Insurance shall be furnished to any Engineer.

Any of the above coverages written on a claims made form have an Extended Reporting Period of three years from the termination of the contract.

All policies shall be so written that the owner will be notified in writing of cancellation or restrictive amendment at least 30 days prior to the effective date of such cancellation or amendment.

Certificates from the Contractor's insurance carriers stating the coverages provided, the limits of liability, and expiration dates shall be filed in triplicate with the Engineer before operations are begun. Such certificates shall be on the form furnished by the Engineer.

The CITY requires that the aggregate limits be maintained by the CONSULTANT as required. It is the responsibility of the CONSULTANT or his representative to notify the CITY if ever or whenever claims reduce the General Aggregate below \$1,000,000.

Renewal certificates must be furnished by the Contractor prior to the expiration date of any of the initial insurances.

No insurance required or furnished hereunder shall in any way relieve the Contractor of or diminish any of his responsibilities, obligations and liabilities under the Contract.

8. Contract: This Agreement, which includes all the Contract Document elements listed in paragraph 1 above, forms the Contract between the parties identified in the heading of this document. In the event that any provision of the Contract conflicts with any other provision of this Contract, the decision of the City will be final.

9. Funding and Fiscal Year Appropriations: Appropriations for expenditures by the City and authorization to spend for a particular purpose are ordinarily made on a fiscal year basis. The fiscal year of the City is the twelve (12) month period ending June 30 of each year. The obligations of the City under this Contract for the present or any subsequent fiscal year following the fiscal year in which this Contract is executed are subject to the appropriation of funds sufficient to discharge the City's obligation, which accrues in this or any subsequent fiscal year. In the absence of such appropriation or authorization, this Contract shall be terminated immediately upon the Contractor's receipt of notice to said effect without liability for damages, penalties or other charges arising from early termination. Expenditures for Contracted services that will extend beyond a single fiscal year shall not exceed in any fiscal year the amount appropriated and authorized for said fiscal year. The Contractor's yearly costs, as contained herein, may not exceed the amount appropriated for said year.

10. Termination: The Contract may be terminated without cause by either party by giving written notice to the other at least thirty (30) calendar days prior to the effective date of termination stated in the notice. If Contractor fails to fulfill his obligations, the City may terminate this Contract by giving written notice to the Contractor at least seven (7) calendar days before the effective date of termination stated in the notice. The notice shall state the circumstances of the alleged breach and may state a period during which the alleged breach may be cured, which cure shall be subject to approval by the City.

11. Obligations in Event of Termination:

A. Upon termination, all finished or unfinished documents, data, studies, and reports prepared by the Contractor pursuant to this Contract, shall become the property of the City.

B. The City shall promptly pay the Contractor for all services performed to the effective date of termination, subject to indemnification provisions of Paragraph 5 hereof and subject to offset of sums due the Contractor against sums owed by the Contractor to the City.

12. Record keeping, Audit, and Inspection of Records: The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly

substantiate claims for payment under the Contract. All such records shall be kept for a period of six (6) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The Federal grantor agency, the State Auditor, the City, or any of their duly authorized representatives or designees shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records, and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review, and copying of records.

13. Publicity, Publication, Reproduction and Use of Contract Products or Materials: Unless provided otherwise by law or the City, title and possession of all data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for with City funds shall vest with the City at the termination of the Contract. The Contractor shall at all times obtain the prior written approval of the City before it, any of its officers, agents, employees or subcontractors, either during or after termination of the Contract, makes any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium of communication. If the Contractor, or any of its subcontractors, publishes a work dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, the City shall have a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication. The Contractor shall use reasonable means to inform the public that the City provides financial support for its operations and services by explicitly stating on publicity material, stationery, posters and other written materials, and on its premises the following: "This program is supported in part (in full) by the City of New London."

14. Assignment by Contractor and Subcontracting: The Contractor shall not assign or in any way transfer any interest in this Contract without the prior written consent of the City, nor shall he subcontract any services without the prior written approval of the City.

15. Connecticut Law: It is agreed that this contract shall be governed by, construed, and enforced in accordance with the internal laws of the State of Connecticut.

16. Venue: In the event of litigation, the parties do agree to be contractually bound to submit themselves to the personal jurisdiction of the state courts of Connecticut. The venue for any court proceeding shall be in the Superior Court for the Judicial District for New London at New London, Connecticut.

17. Waiver of Jury Trial: CONTRACTOR HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (1) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR (2) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND CONTRACTOR HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THE CITY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF CONTRACTOR'S CONSENT TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

18. Nondiscrimination and affirmative action provisions, nondiscrimination provisions regarding sexual orientation, Executive Order Number Three and guidelines and rules, Executive Order Number Seventeen, Executive Order Number Sixteen and sexual harassment policy:

For the purposes of this article, the word "contractor" is substituted for and has the same meaning and effect as if it read "Contractor's name." Section A of this article is inserted in connection with subsection (a) of Section 4a-60 of the General Statutes of Connecticut, as revised. Section B of this article is inserted in connection with subsection (a) of Section 4a-60a of the General Statutes of Connecticut, as revised.

A. (a) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. Section

32-9n; and “good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. “Good faith efforts” shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For the purposes of this section, “Commission” means the Commission on Human Rights and Opportunities.

For the purposes of this section, “public works contract” means any agreement between any individual, firm, or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance, or guarantees.

(b) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers’ representative of the contractor’s commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. Sections 46a-56, 46a-68e, and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records, and accounts concerning the employment practices and procedures of the contractor as they relate to the provisions of this section and Conn. Gen. Stat. Section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) Determination of the contractor’s good faith efforts shall include, but shall not be limited to, the following factors: The contractor’s employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The contractor shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor, or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. Section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

B. (a) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative

of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to Section 46a-56 of the Connecticut General Statutes; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records, and accounts concerning the employment practices and procedures of the contractor that relate to the provisions of this section and Section 46a-56 of the Connecticut General Statutes.

(b) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor, or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Section 46a-56 of the Connecticut General Statutes; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(c) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

C. This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be cancelled, terminated, or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning nondiscrimination, notwithstanding that the State Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

D. This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be cancelled, terminated, or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the State Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

E. This contract is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, and, as such, the contract may be canceled, terminated, or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen. Executive Order No. Sixteen is attached hereto and made a part hereof. The parties agree to comply with such executive order. In addition, the contractor agrees to include a copy of Executive Order No. Sixteen, and the requirement to comply with said executive order, in all contracts with its contractors, subcontractors, consultants, sub-consultants, and vendors.

F. This contract is subject to the provisions of the City of New London Sexual Harassment Policy ("Policy") and, as such, the contract may be canceled, terminated, or suspended by the City in the event that the contractor, its employees, contractors, subcontractors, consultants, sub-consultants, or vendors engages in behavior prohibited by the provisions of the Policy (a copy of the Policy is attached hereto). The contractor agrees to include a copy of the Policy, and the requirement to prevent behavior as defined in such Policy, in all contracts with its contractors, subcontractors, consultants, sub-consultants, and vendors.

Attachment E

Equal Employment Opportunity Certification

CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 Part II, Section 203(b), (30 FR 12319, 12935). The implementing rules and regulations provide that any bidder or prospective contractor, or any of its proposed subcontractors, shall state whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name _____

Address and Zip Code _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
Yes () No () If answer is yes, identify the most recent contract.
2. Compliance reports were required to be filed in connection with such contract or subcontract
Yes () No () If answer is yes, identify the most recent contract.
3. Bidder has filed all compliance reports due under applicable instructions, including SF. 100.
Yes () No () Not Required ()
4. If answer to Item 3 is "No" please explain in detail on reverse side of this Certification.

Certification - The information above is true and complete to the best of my knowledge and belief. A willfully false statement is punishable by law (U.S. Code, Title 18, Section 1001).

Name and Title of Signer (Please Type)

Signature

Date

Attachment F1

Non-Collusion Affidavit Primer Bidder

NON COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
County of _____) ss.

_____, being first duly sworn,
deposes and say that:

- (1) He is _____ of _____ herein referred to as the "Bidder" that has submitted the attached bid;
- (2) He is fully informed respecting the preparation and content of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of New London, CT or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including this affiant.
- (6) That no officer or employee or person whose salary is payable in whole or in part from the City of New London is directly or indirectly interested in this Bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

Signed _____

Title _____

Subscribed and sworn before me this

_____ day of _____ 20____

(Notary Public)

My Commission expires _____

Attachment F2

Non-Collusion Affidavit Subcontractor

NON COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of _____)
County of _____) ss.

_____, being first duly sworn,
deposes and says that:

- (1) He is _____ of _____ herein referred to as the "Subcontractor";
- (2) He is fully informed respecting the preparation and content of the Subcontractor's Proposal submitted by the Subcontractor to _____, the Contractor for certain work in connection with the _____ Contract pertaining to the Project in New London, Connecticut;
- (3) Such Subcontractor's Proposal is genuine and is not a collusive or sham Bid;
- (4) Neither the said Subcontractors nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in said Subcontractor's Proposal or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of New London, CT or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including this affiant.
- (6) That no officer or employee or person whose salary is payable in whole or in part from the City of New London is directly or indirectly interested in this Bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

Signed _____

Title _____

Subscribed and sworn before me this

_____ day of _____ 20____

(Notary Public)

My Commission expires _____

Attachment G

Affirmative Action Policy Statement

AFFIRMATIVE ACTION POLICY STATEMENT
(must be submitted on your firm's letterhead)

It has always been the policy and will continue to be the strong commitment of _____ and all contractors and subcontractors who do business with this City to provide equal opportunities in employment to all qualified persons solely on the basis of job-related skills, ability and merit. _____ will continue to take Affirmative Action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, ancestry, mental disorder (present or past history thereof), age, physical disability (but not limited to blindness), marital status, mental retardation, and criminal record. Such action includes, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship. _____, and its subcontractors will continue to make good faith efforts to comply with all federal and state laws and policies which speak to equal employment opportunity.

The principles of Affirmative Action are addressed in the 13th, 14th, and 15th Amendments of the United States Constitution, Civil Rights Act of 1866, 1870, 1871, Equal Pay Act of 1963, Title VI and VII of - the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, amended by 11375, (nondiscrimination under federal contracts), Act I, Sections 1 and 20 of the Connecticut Constitution, Governor Grasso's Executive Order Number 11, Governor O'Neill's Executive Order Number 9, the Connecticut Fair Employment Practices Law (Sec. 46a-60-69) of the Connecticut General Statutes, Connecticut Code of Fair Practices (46a-70-81), Deprivation of Civil Rights (46a-58(a)(d)), Public Accommodations Law (46a-63-64), Discrimination against Criminal Offenders (46a-80), definition of Blind (46a-51(1)), definition of Physically Disabled (46a-51(15)), definition of Mentally Retarded (46a-51(13)), cooperation with the Commission on Human Rights and Opportunities (46 - 77), Sexual Harassment (46a-60(a)-8), Connecticut Credit Discrimination Law (36-436 through 439), Title I of the State and Local Fiscal Assistance Act of 1972.

This Affirmative Action Policy Statement re-affirms my personal commitment to the principles of Equal Employment Opportunity.

DATE

Signature of Authorized Signer

Attachment H

Certification of Non-Segregated Facilities

CERTIFICATION OF NON-SEGREGATED FACILITIES

This Bidder certifies that he does not maintain or provide his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any locations, under his control, where segregated facilities are maintained. The Bidder agrees that a breach of his certification will be a violation of the Equal Opportunity clause and any Contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed Subcontractors prior to the award of Subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have already submitted identical certifications for the specific time periods):

“Notice to prospective subcontractors of requirements for non-segregated facilities. A certification of non-segregated facilities must be submitted prior to the award of a subcontract exceeding the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semi-annually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. Paragraph 1001.

Date: _____

By: _____

Official Address: _____

Title: _____

Attachment I

Past Performance Evaluation Form

Solicitation Number: 2021-14

ARCHITECTURAL/ENGINEERING SERVICES
NEW LONDON COMMUNITY RECREATION CENTER

PAST PERFORMANCE EVALUATION FORM
(Check appropriate box)

OFFEROR _____

Performance Elements	Excellent	Good	Acceptable	Poor	Unacceptable
Quality of Services/ Work					
Timeliness of Performance					
Cost Control					
Business Relations					
Customer Satisfaction					

1. Name and Title of Evaluator: _____
2. Signature of Evaluator: _____
3. Name of Organization: _____
4. Telephone Number of Evaluator: _____
- E-mail address of Evaluator: _____
5. State type of service received: _____
6. State Contract Number, Amount and Period of Performance _____
7. Remarks on Excellent Performance: Provide data supporting this observation. Continue on separate sheet if needed)
8. Remarks on unacceptable performance: Provide data supporting this observation. (Continue on separate sheet if needed)

RATING GUIDELINES

Summarize Contractor performance in each of the rating areas. Assign each area a rating of 0 (Unacceptable), 1 (Poor), 2 (Acceptable), 3 (Good), 4(Excellent), or ++ (Plus). Use the following instructions for guidance in making these evaluations.

	Quality Product/Service	Cost Control	Timeless of Performance	Business Relations
	<ul style="list-style-type: none"> -Compliance with contract requirements -Accuracy of reports -Appropriateness of personnel -Technical excellence 	<ul style="list-style-type: none"> -Within budget (over/ under target costs) -Current, accurate, and complete billings -Relationship of negated costs to actual -Cost efficiencies -Change order issue 	<ul style="list-style-type: none"> -Meet Interim milestones -Reliable -Responsive to technical directions -Completed on time, including wrap-up and contract administration -No liquidated damages assessed 	<ul style="list-style-type: none"> -Effective management -Businesslike correspondence -Responsive to contract requirements -Prompt notification of contract problems -Reasonable/cooperative -Flexible -Pro-active -effective contractor recommended solutions -Effective snail/small disadvantaged business Subcontracting program
0. Zero	Nonconformances are comprises the achievement of contract requirements, despite use of Agency resources	Cost issues are comprising performance of contract requirements.	Delays are comprising the achievement of contract requirements, Despite use of Agency resources.	Response to inquiries, technical/ service/administrative issues is not effective and responsive.
1. Unacceptable	Nonconformances require major Agency resources to ensure achievement of contract requirements.	Cost issues require major Agency resources to ensure achievement of contract requirements.	Delays require major Agency resources to ensure achievement of contract requirements.	response to inquiries, technical/ service/administrative issues is marginally effective and responsive.
2. Poor	Nonconformances require minor Agency resources to ensure achievement of contract requirements.	Costs issues require minor Agency resources to ensure achievement of contract requirements.	Delays require minor Agency resources to ensure achievement of contract requirements.	Responses to inquiries, technical/ service/administrative issues is somewhat effective and responsive.
3. Acceptable	Nonconformances do not impact achievement of contract requirements.	Cost issues do not impact achievement of contract requirements.	Delays do not impact achievement of contract requirements.	Responses to inquires, technical/ service/administrative issues is usually effective and responsive.
4. Good	There are no quality problems.	There are no cost issues.	There are not delays.	Responses to inquiries, technical/ service/administrative issues is effective and responsive,
5. Excellent	The contractor has demonstrated an exceptional performance level in some or all of the above categories.			

Attachment J
Subcontracting Plan

Attachment K
Submission Checklist

City of New London
Community Recreation Center
Submission Checklist

Proposal Section	Component	Component Description	Attachment	RFP Section	Complete?	Notes
Technical Proposal						
	Executive Summary	Cover letter and summary of contents contained in proposal	N/A	E.4.1.1		
	General Team Information	AE Team directory with additional information as requested in the RFP	N/A	E.4.1.2		
	Experience, Qualifications and Past Performance	List of all similar projects that Offeror and/or subconsultants worked on in last 5 years (matrix format)	N/A	D.3.1 - A		
		Detailed description of no more than 8 projects demonstrating experience and qualifications	N/A	D.3.1 - B		
		Past Performance Evaluations - to be completed by others and sent directly to New London (3 for prime and 2 for subconsultants)	I	D.3.1 - C		
	Specialized Experience and Technical Competence of Key Personnel	Description of AE and subconsultants Key Personnel experience and professional qualifications including resumes, org chart, etc.	N/A	D.3.2		
	Capacity of AE, Subconsultants and Key Personnel	Analysis/Matrix of firms and key personnel current and future workloads and capacity to commit to the project.	N/A	D.3.3		
	Design Approach and Management Plan	specific design approach and management plan for the project.	N/A	D.3.4		
	Small, Local or Minority-Owned Business Certification/Affidavit	Provide Affidavit for Offeror if qualified and pursuing additional preference points as outlined in the RFP	C	D.3.5		
Fee Proposal	Offer Letter	Complete an offer letter that maintains the general format as attachment B and includes the Offeror fee broken down by design phase	B	E.4.2.1		
	Subcontracting Plan	Complete subcontracting plan to demonstrate intended compliance with Section C.2 of the RFP	J	C.2, E.4.2.2		
		Affidavits for subcontractors self-certifying as Small, Local or Minority-Owned Business Enterprises	C	C.2, E.4.2.2		
	Equal Employment Opportunity Certification	Complete Form	E	E.4.2.2		
	Non-Collusion Affidavit Prime Bidder	Complete Form	F1	E.4.2.2		
	Non-Collusion Affidavit Subcontractor	Complete Form	F2	E.4.2.2		
	Affirmative Action Policy Statement	Complete Form	G	E.4.2.2		
	Certification of Non-Segregated Facilities	Complete Form	H	E.4.2.2		

NOTE: This checklist is intended to provide assistance to Offerors in organizing proposals and is not intended to summarize the complete requirements outlined in the RFP. Should any information stated in this checklist differ from the RFP, the RFP shall prevail