



TOWN OF TRUMBULL, CT
REQUEST FOR QUALIFICATIONS AND FEE PROPOSALS (RFQ/P)
DESIGN-BUILD SERVICES
RENOVATIONS TO TRUMBULL POLICE DEPARTMENT DISPATCH CENTER
158 EDISON ROAD, TRUMBULL, CT
RFQ/P 6061 DUE: JUNE 4, 2014 AT 2:00PM

The Town of Trumbull, Connecticut requests statements of qualifications and fee proposals from Design-Builders for the proposed Police Station Dispatch Center Renovation ("Project").

NOTE: A MANDATORY PRE BID MEETING AND WALK-THROUGH WILL TAKE PLACE ON TUESDAY, MAY 20, 2014 AT 9:30 PM. MEET IN THE POLICE DEPARTMENT LOBBY.

I. PROJECT DESCRIPTION

The basic components of the Project are:

1. Temporary relocation of police dispatching operations to available space within the existing building ;
2. Selective demolition and interior renovations of the space currently occupied by police dispatch and associated spaces. Renovations to include, but not be limited to, finishes, MEP/Fire Protection systems, lighting, acoustic controls, bullet resistant protection, and casework;
3. Expansion of space to accommodate new and existing communications equipment and improvements to HVAC systems within those spaces;
4. Single point responsibility for all aspects of the project delivery including management of all Owner soft costs, site investigations, permitting, design, construction, commissioning, and temporary relocations and final move-in. Construction start date is projected for summer of 2014.
5. The Town will separately contract with a Radio Equipment Vendor to coordinate all radio equipment installations within console furniture, State of CT 911 equipment, antenna cabling, racked communications equipment, and equipment grounding requirements. Design-Build Contractor to be responsible to coordinate all work and scheduling related to radio equipment temporary relocations and new installations with Owner's Radio Equipment Vendor at all times.
6. Project scope shall be substantially similar to schematic design documents, dated May 29, 2013, as prepared by Jacunski Humes Architects, LLC, Berlin, CT (Exhibit A).

II. SCOPE

As indicated above herein, the Project scope shall be substantially similar to the schematic design, dated May 29, 2013, prepared by Jacunski Humes Architects, Connecticut, a copy of which is attached hereto and made a part hereof as Exhibit A.

The Design-Build firm selected by the Town shall provide comprehensive professional services, including but not limited to the following:

DESIGN AND PRE-CONSTRUCTION SERVICES:

1. Assist the Owner in the preparation of a detailed Program and Scope of Work (Project Criteria) based upon the schematic Design prepared by Jacunski Humes Architects (Exhibit A) and any new data developed by your team during this process;
2. Conduct regular Owner meetings to solicit input from designated Police representatives, telephone company, and Owner's Radio Vendor, minimum twice per month. Incorporate their comments into the project scope after review and approval of any changes to the project program and/or cost;

3. Prepare a minimum of three (3) summary submissions for review by the Owner. Include technical as well as design drawings, technical specifications, and milestone budget and schedule updates. Provide detailed back-up to any deviations from the Project Criteria;
4. Prepare a Project Phasing and Logistics plan to fully identify all required relocations of spaces, utilities, furniture, fixtures, equipment during construction / renovations.
5. Support the Owner at public meetings and the presentation of Project Criteria, cost estimating, phasing plans, etc to fully inform the Owner / Public of project status, schedule, and costs.
6. Prepare a Project Cost Estimate based upon the completed Construction Documents. Project Cost Estimate to include all anticipated hard costs, soft costs, and project contingencies for a turn-key project. Owner to provide all anticipated costs for radio communication equipment and console furniture. Project Cost Estimate to be presented to the Owner for additional funding request and notice to proceed to Bidding Phase and Construction Phase. Analyze and reconcile Project budget as needed.
7. Identify potential value enhancement solutions for Owner's consideration.
8. Develop project master milestone schedule.

BIDDING/PROCUREMENT:

1. Develop overall bid package strategy and maximize bidder interest in Project.
2. Develop and prepare Subcontractor Trade Packages for public bidding, in a format mutually agreed to by the Town and the DB team. Prevailing wage statutes will apply to this project, with Wage Rates to be established by the Connecticut Department of Labor at time of bidding.
3. Prepare any applicable MBE/WBE and local work force development plans required by law.
4. Establish Bidder Qualifications and Issue Bid Packages.
5. Conduct pre-bid conferences and, if Owner authorizes, a pre-bid walkthrough.
6. Bid, Obtain, and Evaluate Trade Contractor packages.
7. Summarize/analyze the bids, present formal recommendations for contract awards and present a **Guaranteed Maximum Price (GMP)** proposal to the Owner.
8. Enter into trade contracts with the selected contractor for each bid package.

CONSTRUCTION

1. Provide performance bond for the benefit of Owner, in the full penal sum of the GMP.
2. Provide payment bond for the benefit of all subcontractors, in the full penal sum of the GMP.
3. Require first tier subcontractors to provide performance and payment bonds equal to their respective contract amounts.
4. All work shall be performed consistent all applicable federal, state and local regulations, ordinances, statutes, codes and laws.
5. Obtain all required and applicable State and local approvals and permits. All fees for local permitting will be paid by the Owner.
6. Conduct pre-mobilization meetings with trade contractors.
7. Review/approve site specific safety planning and loss control plans.
8. Develop and maintain Critical Path Method schedule and report to Owner weekly as to schedule adherence. Update schedule as-needed to reflect actual progress and planning.
9. Implement auditable Project cost reporting and cost control systems.
10. Conduct weekly Project team progress and coordination meetings and generate written minutes for each meeting within 72 hours of the meeting.
11. Provide full-time, on-site, Project Representation consistent with the work required and by competent personnel with prior knowledge of similar construction activities.
12. Record all daily job site activities in a written log or digital format.
13. Provide all Project Supervision and Coordination with subcontractors, Owner's Radio Vendor, telephone company, and related trades / furniture vendors.
14. Administer sequence, schedule and coordinate all trade contractors.
15. Review, process and approve all Subcontractor Pay Requests.
16. Review and Coordinate all Shop Drawings, Product Data, etc.
17. Coordinate Requests for Information (RFI) from and responses to Trade Contractors.
18. Maintain Project Records.
19. Provide Monthly Project Reports, typed, bound, including digital photos of progress.
20. Establish and Monitor Project Quality Control and quality assurance Standards.
21. Implement Project Safety Program, and conduct regular Safety Audits of the Project.

22. Review and recommend action on Change Order Proposals.
23. Coordinate all Building Inspections as required by the local authorities having jurisdiction.
24. Coordinate and Schedule all Project Testing.
25. Coordinate all Third Party providers, including Public Utilities.
26. Provide all FF&E selection, bidding, procurement, installation, and Owner training.
27. Coordinate Project Turnover and Completion. Coordinate and assemble electronic library of all O&M documents, as-builts, warranties, guarantees, manuals, special reports and the like and provide same to Owner at final completion...
28. Provide Move Management for the planning and implementation of the Police Department relocation to the new dispatch center, office spaces, or temporary facilities during construction.

III. MISCELLANEOUS

The contract between the parties shall be based upon an AIA A141 format, as modified by the Owner. There will be no damages for delay, regardless of the cause of delay, and no consequential damages of any type.

The Design-Build team shall include the following professional services in a comprehensive turn-key project delivery:

1. Design team consisting of Project Architect, Structural Engineer, MEP/FP Engineer, Interior Designer, and any special expertise required by the program such as acoustics, console furniture, FFE, Integrated Technology, or others;
2. Construction subcontractors and DB oversight/management team;
3. Commissioning Agent for HVAC systems only;
4. Move management and moving company.

The funding for the Project is approved through the Design Phase only. Additional funding for the Bidding Phase and Construction Phase will be sought and secured following the Design-Build Contractor's submission of a Project Cost Estimate following the Design Phase, Owner's review, Owner's funding approval, and Owner's written authorization to proceed.

The following timeline has been tentatively established:

| | |
|--|--|
| Legal Notification of RFQ Release | MAY 13, 2014 |
| MANDATORY Pre Bid Conference | MAY 20, 2014 at 9:30AM (Meet in Police Department Lobby) |
| Statements of Qualifications/Proposals Due | JUNE 4, 2014 at 2:00PM (Office of the Purchasing Agent) |
| Notification of Interviews | TBD |
| Interviews of Selected Firms | TBD |
| Selection/Recommendation of Firm | TBD |
| Execution of Contract | TBD |

All inquiries relative to the conditions and specifications listed herein as well as clarification of any information contained or referenced in this RFQ must be made to **Deputy Chief Glenn Byrnes**, in writing, by email at gbyrnes@trumbull-ct.gov by no later than **MAY 30, 2014 at 12:00 Noon**. No phone calls will be accepted.

IV. SUBMISSION FORMAT

Proposals should be received by the Town of Trumbull, Purchasing Agent, Mr. Robert Chimini (5866 Main Street, Trumbull, CT 06611) by **2:00 PM. on JUNE 4, 2014**. All firms responding to this solicitation are required to submit five (5) copies of their proposal in sealed envelopes and marked with the RFQ/P title and due date/time. The candidates name and address must appear on the envelope.

Submissions should put forth full, accurate, and complete but concise information as required by this request. DB teams will be evaluated and award is based upon the following information, with the possibility of personal interviews during at a date to be determined.

1. **Cover Letter** – This should include your company name, address, telephone and proposed project representative. Indicate your commitment to the Project and how you will exceed the Town's expectations. Indicate your DB Team's familiarity with similar projects of this size, scope, and complexity.
2. **Company Information** (1 page) - Provide a brief summary of your company, including the following information:
 - Name of company and parent company, if any;

- Any prior name(s) by which you have been known and the years during which such name(s) was used ;
- Name(s) of any subsidiary or other company owned or controlled by you;
- Names, titles, reporting relationships, and background and experience of the principal members of the company, including officers. Indicate which individuals are authorized to bind the company in negotiations with the Town of Trumbull;
- Identify company's primary areas of service;
- Address of principal office and office from which the Project will be managed;
- Name, address, telephone number and email address of the principal contact person to receive notifications and to reply to inquiries from the Town;
- Legal form of ownership. If a corporation, where incorporated; and
- Years engaged in above services under its present name.

3. Executive Summary and Fee Proposals – Identify key amenities provided that distinguishes your team's proposal from other Design-Builders and include your professional fees as a Percentage of the total project cost. Provide clear documentation of what services are included within professional fees and what costs are designated as General Conditions.

4. Organization and Staffing – Provide a brief history of your team members along with your proposed project team organization.

- Provide an organizational chart for the staff for this project, including any consultants. Provide a brief description of projects similar to this assignment in which the key personnel have worked together as a team and identify each individual's role on the representative projects listed by you.
- Include professional resumes for each individual proposed. Resumes should include roles and responsibilities and similar project experience.
- It is a requirement of this RFP that assigned staffing for the project remains involved from design through construction and closeout. Describe your proposed personnel's current project commitments and how you will maintain consistent leadership throughout the assignment.

5. Relevant Experience – Provide descriptions of five (5) similar projects for which you have provided similar services (i.e. similar to the Project) within the last ten (10) years. Two (2) of the five (5) projects must consist of police station facilities and/or emergency communication centers within Connecticut. Each project should include pertinent information such as the project type, size, and scope of work performed and any key features, as well as Owner and A/E contact information for each project.

- Describe your experience promoting the participation of local vendors, suppliers, subcontractors, and trade labor in projects of this type.
- Disclose/identify schedule performance, change orders as a percentage of original project cost and whether any claims (mediation, arbitration, litigation) existed on the projects you list.

6. References – Please submit the contact information for three (3) Owner references who can attest to your expertise in managing similar projects, preferably in public safety facility / emergency communications center construction. Please include their name, current title, telephone number, email, and identification of project or projects referenced.

7. Bonding, Safety Record, Claims, Disputes, and/or OSHA Violations – Provide your current year Experience Modification Rating (EMR) on the letterhead of the recognized rating agency, and a listing of your EMR rating for the past five (5) years.

- Provide a letter from your Bonding Company indicating your ability to provide a Performance and Payment bond for the total cost of the project, including all soft costs.
- Provide your litigation history for the past five (5) years and describe any current outstanding claims, disputes, arbitrations, or legal proceedings that involve your firm. Highlight all disputes of any kind, past or present, with the Town of Trumbull.
- Describe any OSHA violations that have occurred on your projects in the last five (5) years with information regarding the status of each even if they are pending.

8. Quality Management: Provide a synopsis of your quality management plan for the Project, especially with regard to safety procedures, scheduling, cost control, and coordination of trade contractors.

9. **Project Approach and Methodology** - Provide a description of the proposed technical approach to the Project, including the identification of any unusual circumstances or anticipated problems and proposed solutions. The information will be used by the Town to assess your understanding of the Project and its methodology.
10. **Workload Statement** – Provide details on your current and future anticipated workload and ability to provide this Project the attention it requires between now and scheduled completion date.
11. **Work Regulations, Prevailing Wage and Standards**
All work activities performed in association with this request must be performed and completed for the Town in accordance with current Federal State and Local regulations. State of Connecticut Prevailing Wage standards apply for this project (attached). All services performed shall also conform to the latest OSHA standards and/or regulations.

V. METHOD OF SELECTION

The Respondents will be evaluated by the Town based upon the Respondents' qualifications and proposal, including compliance with the requirements set forth above herein. The award of the contract for the Project shall be made, if at all, to the Respondent whose evaluation by the Town results in an award that the Town of Trumbull deems to be in its best interests. The Town of Trumbull reserves the right to reject any or all of the RFQ responses, or parts thereof, and/or to waive any informality in any of the responses or proposals resulting from this RFQ if such rejection or waiver is deemed in the best interest of the Town of Trumbull. Neither the Town of Trumbull, nor any of their respective officers, directors, employees or authorized agents shall be liable for any claims or damages resulting from the evaluation, selection, non-selection or rejection of any proposal submitted in response to this RFQ.

VI. GENERAL TERMS AND CONDITIONS

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

1. Acceptance or Rejection by the Town of Trumbull – The Town of Trumbull reserves the right to accept and/or reject any or all qualification statements and proposals submitted for consideration to serve the best interests of the Town of Trumbull. Respondents whose qualification statements are not accepted will be notified in writing.
2. Ownership of Documents – All qualification statements submitted in response to this RFQ are to be the sole property of the Town of Trumbull and subject to the provisions of Section 1-200 of the Connecticut General Statutes (re: Freedom of Information).
3. Ownership of Subsequent Products – Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFQ is to be the sole property of the Town of Trumbull unless stated otherwise in the RFQ or contract.
4. Timing and Sequence – Timing and sequence of events resulting from this RFQ will ultimately be determined by the Town of Trumbull.
5. Oral Agreements – The Town of Trumbull will not be responsible for any alleged oral agreement or arrangement made by a Respondent with any agency or employee.
6. Amending or Canceling Requests – The Town of Trumbull reserves the right to amend or cancel this RFQ prior to the due date and time, if it is in the best interest of the Town of Trumbull to do so.
7. Rejection for Default or Misrepresentation – The Town of Trumbull reserves the right to reject the proposal of any Respondent that is in default of any prior contract or for misrepresentation.
8. Town's Clerical Errors in Awards – The Town of Trumbull reserves the right to correct inaccurate awards resulting from its clerical error.
9. Rejection of Qualification Statements - Qualification statements are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFQ.
10. Changes to Qualification Statements - No additions or changes to the original qualification statement will be allowed after submittal.
11. Contract Requirements – A formal agreement will be entered into with the selected Respondent, as previously described. The contents of the proposal submitted by the successful Respondent and the RFQ will become part of any contract award.

12. Rights reserved to the Town of Trumbull – The Town of Trumbull reserves the right to award in part, to reject any and all qualification statements in whole or in part, to waive technical defects, irregularities and omissions if, in its judgment, the best interests of the Town of Trumbull will be served.
13. Withdrawal of Qualification Statements – Negligence on the part of the Respondent in preparing the qualification statement confers no right of withdrawal after the time fixed for the acceptance of the qualification statement.
14. Assigning, Transferring of Agreement – The successful Respondent is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, its rights, title or interest therein or its power to execute such agreement by any other person, company, or corporation without the prior consent and approval in writing by the Town of Trumbull.
15. Cost of Preparing Qualification/Proposal Statements – The Town of Trumbull shall not be responsible for any expenses incurred by the organization in preparing and submitting a qualification statement. All qualification statements shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

VII. INSURANCE REQUIREMENTS

A. GENERAL REQUIREMENTS

- The Respondent shall be responsible for maintaining insurance coverage in force for the duration of the contract of the kinds and amounts listed below, with an insurance company with an AM Best Rating of A-, VIII or better licensed to write such insurance in the State of Connecticut and acceptable to the Town of Trumbull.
- The insurer shall provide the Town of Trumbull with Certificates of Insurance, on a form acceptable to the Town, signed by an authorized representative of the insurance company prior to the commencement of performance of this contract describing the coverage and providing that the insurer shall give the Town of Trumbull written notice of at least thirty (30) days in advance of any termination, expiration, or any and all changes in coverage.
- Such insurance or renewals or replacements thereof shall remain in force during the Respondent's responsibility under this contract.
- The Respondent, at the Respondent's own cost and expense, shall procure and maintain all insurances required and shall include the Town of Trumbull as an Additional Insured on all such insurance, except Workers' Compensation coverage. The Certificate of Insurance shall evidence all required insurances, including Additional Insured and Waivers of Subrogation. The Respondent shall also provide its policy endorsement indicating the Town of Trumbull's status as an additional insured.
- In order to facilitate this requirement for insurance, it is recommended that the Respondent forward a copy of these requirements to the Respondent's insurance representative(s).

B. SPECIFIC REQUIREMENTS

1. MINIMUM SCOPE AND LIMITS OF INSURANCE:

Workers' Compensation insurance: With respect to all operations the design-builder performs, it shall carry workers' compensation insurance in accordance with the requirements of the laws of the State of Connecticut, and employer's liability limits of Five Hundred Thousand Dollars (\$500,000.00) coverage for each accident, Five Hundred Thousand Dollars (\$500,000.00) coverage for each employee by disease, Five Hundred Thousand (\$500,000.00) policy limit coverage for disease.

Commercial General Liability: With respect to all operations the design-builder performs, it shall carry Commercial General Liability insurance providing for a total limit of Five Million Dollars (\$5,000,000.00) coverage per occurrence for each site or project for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. Each annual aggregate limit shall not be less than Five Million Dollars (\$5,000,000.00). The limit may be provided through a combination of primary and umbrella/excess liability policies acceptable to The Town of Trumbull. Blanket Contractual Liability for liability assumed under this Agreement and all other Contracts relative to the Project.

Automobile Liability: With respect to each owned, non-owned, or hired vehicles, the design-builder shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000.00), combined single limit.

Contractor Construction Equipment Insurance – Design-builder is required to provide insurance for all owned and/or rented equipment and any policies maintained by design-builder on its owned and/or rented equipment and materials shall contain a provision requiring the insurance carriers to waive their rights of subrogation against the Town of Trumbull and all indemnities named in this Agreement.

Excess Liability Coverage: With respect to the coverage provided by design-builder for this Project, excess liability insurance will be provided in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence and annual aggregate basis.

If the property insurance requires deductibles, the deductible will be paid by the design-builder, Trade Contractor, or subcontractor or supplier or vendor responsible for such loss. If design-builder is solely determined responsible for such loss, the amounts allocated for Unforeseen Expenses may be used to cover the deductible amount. Design-builder shall be solely responsible for any and all deductibles arising out of any loss due to flood, earthquake, windstorm, named storm, hail, volcanic eruption or terrorism.

Partial occupancy or use in accordance with the Contract Documents shall not commence until the Town of Trumbull and design-builder have received notice from the insurance company or companies providing property insurance that it, or they, have consented to such partial occupancy or use by endorsement or otherwise. Design-builder and the Town of Trumbull shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

Loss of Use Insurance: The Town of Trumbull, at its option, may purchase and maintain such insurance as will insure the Town of Trumbull against loss of use of its property due to fire or other hazards, however caused.

If the Town of Trumbull requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, DESIGN-BUILDER shall, if possible, include such insurance and the cost thereof shall be added to this Agreement by change order.

Waiver of Subrogation: DESIGN-BUILDER waives all rights against the Town of Trumbull for damages caused by fire or other causes of loss to the extent covered by property insurance obtained by DESIGN-BUILDER pursuant to its Agreement with the Town of Trumbull or other property insurance applicable to the Work, except such rights as DESIGN-BUILDER may have to proceeds of such insurance held by the Town as fiduciary. The DESIGN-BUILDER policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. The waiver requirement includes, but is not limited to, insurance coverage provided by private sector insurers and self-insured contractors or corporations.

A loss insured under DESIGN-BUILDER's property insurance shall be adjusted by DESIGN-BUILDER as fiduciary and made payable to DESIGN-BUILDER as fiduciary for the insureds.

Acceptability of Insurers: DESIGN-BUILDER's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII or otherwise acceptable by the Town of Trumbull.

Trade Contractors: DESIGN-BUILDER shall require all trade contractors to provide the same "minimum scope and limits of insurance" as required herein. Furthermore, Errors and Omissions/Professional Liability insurance shall only be required of subcontractors if such insurance is applicable to the Work performed by the particular subcontractor.

Aggregate Limits: Any aggregate limits must be declared to and be approved by Town of Trumbull. It is agreed that DESIGN-BUILDER shall notify the Town of Trumbull whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, DESIGN-BUILDER agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by DESIGN-BUILDER.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the Town of Trumbull. All deductibles or self-insured retentions are the sole responsibility of DESIGN-BUILDER to pay and/or to indemnify.

The parties agree that the amounts of insurance under this Agreement do not, in any way, limit DESIGN-BUILDER's liability to the Town of Trumbull by virtue of this promise to indemnify and hold the Town of Trumbull harmless so that in the event of any settlement of a claim or a judgment in an amount in excess of the amount of insurance coverage carried by DESIGN-BUILDER, DESIGN-BUILDER shall be liable to the Town of Trumbull for the difference, plus all fees and expenses incurred in collecting same, all at DESIGN-BUILDER's sole cost.

Errors and Omissions Insurance: DESIGN-BUILDER shall provide and maintain Errors and Omissions Insurance with minimum limits of \$3,000,000 per occurrence/annual aggregate. The policy shall not have a deductible greater than \$75,000.00. Coverage shall be maintained in effect continuously for a period of at least six (6) years from the date of Final Payment by Owner to DESIGN-BUILDER.

2. OTHER DATA

The Town of Trumbull reserves the right to amend amounts of coverage required and types of coverage provided based on work or service to be performed. Construction Manager shall furnish payment and performance bonds in the penal sum of the total amount of the Work. Bonds shall be provided by sureties licensed to conduct surety business in the State of Connecticut and rated at least A- by A.M. Best.

3. ADDENDA

It is the responsibility of each firm to verify prior to final submittal of a proposal if any addenda to this request have been issued. Any addenda to this request shall be posted on the Town of Trumbull website www.trumbull-ct.gov under the Purchasing Department's section or call the Purchasing Department directly 203.452.5042 for inquiries regarding addenda.

TOWN OF TRUMBULL, CT
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158 EDISON ROAD, TRUMBULL, CT
FRQ/P 6061 DUE: JUNE 4, 2014 AT 2:00PM

NON-COLLUSIVE/NON-CONFLICT AFFIDAVIT OF RESPONDENTS
(To be submitted with proposal)

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

1. the statement of qualifications has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other respondent designed to limit independent responses or competition, and
2. no Selectman or other employee or person whose salary is payable in whole or in part from the Town of Trumbull, nor any immediate family member thereof, is directly or indirectly interested in the Bid/Proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any profits thereof.

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

State of Connecticut S.S.

County of _____

Subscribed and sworn before me this _____ day of _____, 20_____.

Legal Name of Respondent: _____

Business Name: _____

Business Address: _____

Signature and Title of Person

Notary Public My Commission Expires _____ Date

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AFFIRMATIVE ACTION STATEMENT

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

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

1. All respondents or bidders with less than ten (10) employees are exempt from this requirement;
2. All respondents/bidders that have completed this form within the last year;

If either of the above applies, please indicate the:

- a. _____ number of employees
- b. _____ completed this form within one year
[] Yes [] No

Date completed: _____

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

COMPANY ADDRESS: _____

BUSINESS: _____

Type of Organization:

(Please check)

[] Corporation [] Partnership [] Individual

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

EQUAL EMPLOYMENT OPPORTUNITY:

The respondent/bidder is instructed to complete the following:

1. Does the company have a written policy statement regarding equal employment opportunity?
[] Yes [] No
(If yes, attach a copy)

AFFIRMATIVE ACTION STATEMENT

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

Yes No

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

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

Yes No

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

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

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

Yes No

(If yes, attach a copy)

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

AFFIRMATIVE ACTION STATEMENT

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

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

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

Date Signature of Agent Title

Subscribed and sworn before me at _____,

County of _____, Connecticut,

This _____ day of _____, 20__.

Notary Public

My commission expires: _____
Date