REQUEST FOR PROPOSALS

No. 1079

OWNER’S PROJECT MANAGEMENT SERVICES

FOR

HUMAN SERVICES FACILITY

330 PARK AVENUE

BLOOMFIELD, CT

Alvin and Beatrice Wood Human Services Center
Date: April 26, 2018

To: All Prospective Respondents

Subject: Request for Proposals (RFP) No 1079: OWNER’S PROJECT MANAGEMENT SERVICES FOR HUMAN SERVICES FACILITY

On behalf of the Human Services Facility Building Committee, the Town of Bloomfield invites you to submit a proposal based on the requirements of the enclosed RFP. The RFP and any addenda can be found on the Town of Bloomfield website, [www.bloomfieldct.org](http://www.bloomfieldct.org), as well as the State of CT Dept. of Administrative Services website, [http://www.biznet.ct.gov/SCP_Search/Default.aspx?AccLast=2](http://www.biznet.ct.gov/SCP_Search/Default.aspx?AccLast=2). The information contained herein outlines the intent and scope of the project; the guidelines governing the submission and evaluation of all proposals; and [IRS Form W-9, Request for Taxpayer Identification Number and Certification](http://www.irs.gov/pub/irs-pdf/fw9.pdf) must be completed and submitted with your proposal.

We ask that your proposal conform to our format request as closely as possible. The Town may accept proposals that take exception to any requirement in the RFP. Any exception or alternative must be clearly delineated in a separate attachment to the proposal submitted. The RFP and the proposal submitted by successful Owner’s Project Manager (“OPM”) will be made part of the resultant contract between the Town and the successful OPM.

All proposals must be received in the office of the Purchasing and Risk Manager by **1:00 P.M May 18, 2018**. Town Hall hours are 9:00 a.m. – 5:00 p.m. Monday through Friday.

One Original (clearly identified as such) and ten (10) copies plus a thumb drive with a read only copy of the proposal shall be submitted to the attention of

**Purchasing and Risk Manager**
**Town of Bloomfield**
**2nd Floor**
**800 Bloomfield Avenue**
**Bloomfield CT 06002**

The Package submitted containing proposals shall be sealed, bearing on the outside the firm's name and address and plainly marked "RFP 1079 OWNER’S PROJECT MANAGEMENT SERVICES FOR HUMAN SERVICES FACILITY"

The Town of Bloomfield looks forward to receiving your response.
TOWN OF BLOOMFIELD
REQUEST FOR PROPOSALS #1079
OWNER’S PROJECT MANAGEMENT SERVICES
FOR HUMAN SERVICES FACILITY
Alvin and Beatrice Wood Human Services Center

1. INTENT AND BACKGROUND

1.1 The Town of Bloomfield, on behalf of the HSF Building Committee is soliciting proposals from qualified Owner’s Project Managers (“OPM’s”) for the purpose of comprehensive owner’s project management services for the Human Services Facility.

1.2 The Town is demolishing the existing 90,752 sq. ft. facility currently housing its Leisure Services Department (LS), Senior Services Department (SS), Social & Youth Services Department (SY) including tenant space for Bloomfield Access Television (BATV), and replacing it with a new facility of approximately 56,000 SF on the same parcel, housing the same occupants.

1.3 Approval of funding in the amount of $22,300,000 for this project was passed via referendum in November 2016.

1.4 Space utilization and programming for the new facility was performed by Centerbrook Architects in early 2016, as updated by Moser Pilon Nelson Architects, Project Architect.

1.5 Downes Construction Company, LLC has been retained as the project’s CM-R.

1.6 Downes has solicited bid packages, and the Town has established a GMP in the amount of $19,574,537. Construction is estimated to begin May 30, 2018 and finish September 2019, including abatement and demolition.

1.7 The Human Services Facility Building Committee (“Building Committee”) has been established by the Town to oversee the project.

2. SUBMISSION AND DEADLINE

2.1 All proposals must be received in the office of the Purchasing and Risk Manager by 1:00 p.m., May 18, 2018. One original (clearly identified as such) and ten (10) copies of the proposal, plus a read only copy on a thumb drive shall be submitted to the attention of the Purchasing and Risk Manager at:

Town of Bloomfield
Town Hall, 2nd Floor
2.2 Package containing proposals must be sealed, bearing on the outside the OPM’s name and address and plainly marked "RFP 1079; OWNER’S PROJECT MANAGEMENT SERVICES FOR HUMAN SERVICES FACILITY”

2.3 Questions about this Request For Proposal and submission requirements must be submitted to and received by email or via fax, to the Purchasing and Risk Manager at nhaynes@bloomfieldct.org or 860-243-2913 by 4:00 PM May 7, 2018.

2.4 Written clarifications or interpretations, as well as any changes or amendments to this RFP, will be issued by Addenda not later than 4 PM on May 10, 2018. Only information issued by formal written Addenda will be binding. Oral and other clarifications or interpretations will be without legal effect. Addenda will be posted only on the Town’s website as well as the State DAS website.

2.5 Respondents are required to limit their contact with the Town regarding this RFP to the persons named herein.

2.6 The Town may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this RFP.

3. **SPECIAL INSTRUCTIONS**

3.1 OPMs responding to this Request for Proposal are hereby notified that all proposals submitted and information contained therein and attached thereto will not become public information until the Building Committee has made a recommendation to the Town Manager and the Town has awarded a contract to the successful respondent.

3.2 Owner Project Managers responding to this Request For Proposal, and their sub-consultants, must have sufficient staff and expertise to complete the required services. The OPM must agree that all personnel assigned to this project are qualified for this type of work.

4. **QUALIFICATIONS**

OPM shall provide written evidence of the following qualifications. These qualifications must be met to be considered for this project.

4.1 Firms must have a minimum of five (5) years under the same name and maintain a full service office in the State of Connecticut. Submit a brief history of the firm and explain the firm’s ownership.

4.2 Firms must demonstrate experience as an owner’s representative in the completion of at least two (2) municipal construction projects in Connecticut with a budget of at least $20 million each, in the last ten (10) years.

4.3 The Owner’s project manager must have demonstrated strong owner’s representative and project management skills, including but not limited to, extensive construction experience, change order evaluation, critical path scheduling and budget oversight. The selected firm must demonstrate the ability to work collaboratively with towns, building committees, architects, construction managers, governing bodies and the public.
4.4 Firms must demonstrate ability and experience in monitoring MBE participation on a public project.

5. PROJECT BACKGROUND

The Alvin and Beatrice Wood Human Services building is located at 330 Park Avenue, and was built in 1959 as a school. It sits on approximately 20 acres of land and is on a bus line.

The facility provides 21st century services in a building that was constructed for mid-20th century needs. On any given day the facility is visited by patrons of all ages using the building for the many programs it offers. The facility currently houses three Town Departments: Leisure Services, Social and Youth Services and Senior Services. The facility is home to the Town’s Marilyn Michaelson Senior Center and the Town provides tenant space to Bloomfield Access Television (BATV) and the local Chamber of Commerce.

The Town is demolishing the existing building, a 90,752 sq. ft. facility and replace it with approximately 55,000 SF facility on the current site to house its Leisure Services Department (LS), Senior Services Department (SS), Social & Youth Services Department (SY) while additionally housing Bloomfield Access Television (BATV) and the Chamber of Commerce (CC) as tenants. After the new facility is built and departments moved into it, the existing building will be demolished and playing fields will be constructed on the footprint of the old building.

In early 2016, the Town retained the services of Centerbrook Architects and Planners, who performed space utilization services and provided a project estimate for the construction of a new facility. Following referendum approval in November 2016, the HSF Building Committee retained Moser Pilon Nelson Architects as its Architect for this project and Downes Construction as its Construction Manager at Risk. Downes obtained bid packages for the project and has submitted a GMP in the amount of $19,574,537. Construction bid packages are scheduled to be awarded during April 2018 with a start date in May 2018.

6. SCOPE OF SERVICES

The services to be provided shall include, but are not limited to, advising the HSF Building Committee, serving as a single point of contact between contractors and designers, representing the Building Committee at key meetings, monitoring the project schedule and budget, monitor and audit MBE compliance, auditing quality assurance/quality control procedures, assisting in evaluating payment requests, providing monthly reporting, and facilitation issue resolution. The owner’s project manager will be expected to continue to provide all owner’s representative services throughout the project including turnover, closeout, and commissioning.

The OPM will have authority to act on behalf of the Town only to the extent provided in contractual agreements to which the Town is a party. The OPM shall confer with the HSF Building Committee and the Purchasing and Risk Manager at intervals and on occasions appropriate to the various stages of construction.

The OPM shall provide the following services for the project described in the RFP and the scope of Downes’ construction schedule.

6.1 Be the owner’s representative facilitator for the HSF project.

6.2 Provide consultation services and advice by working closely with the project Architect, Construction Manager, Town staff, relevant offices and officials, and the community at large on every aspect of the project.

6.3 Monitor, verify and audit EEO/MBE utilization on the project and report the status to the HSF and Town Council on a regular basis.
6.4 Attend project meetings, reporting to Owner/Building Committee, cash flow requirement preparation and budget tracking development.

6.5 The OPM shall observe the progress and quality of the work as the owner deems reasonably necessary at various stages of construction to determine, in general, that it is proceeding in accordance with the contract documents. Notify the Purchasing and Risk Manager and the HSF Building Committee immediately if, in the Representative’s opinion, work does not conform to the contract documents or requires special inspection or testing.

6.6 The OPM shall be familiar with the Owner’s staff and various contract documents (to be provided). Obtain any necessary interpretations from the Architect. The Architect for this project is Moser Nelson Pilon Architects.

6.7 The OPM shall attend meetings as directed by the HSF Building Committee and report to the HSF Building Committee on the proceedings including attendance at HSF Building Committee and Town Council meetings as directed.

6.8 The OPM shall consult with the Architect in its review of shop drawings, product data and samples. Notify the Architect and Purchasing and Risk Manager if any portions of the work requiring shop drawings, product data or samples is commenced before such submittals have been approved.

6.9 The OPM shall observe the CM-R’s as built drawings at intervals appropriate to the state of construction and notify the Architect and Purchasing and Risk Manager of any apparent failure by the CM-R to maintain up-to-date records.

6.10 The OPM shall review applications for payment submitted by the Construction Manager with the Architect and the Purchasing and Risk Manager on recommendations for payment.

6.11 The OPM shall monitor the Construction Manager’s construction schedules on an ongoing basis and alert the Architect and Purchasing and Risk Manager to conditions that may lead to delays in completion of the Work.

6.12 The OPM shall coordinate tests required by the Contract documents. Record and report to the CM-R, Architect and Purchasing and Risk Manager on test procedures, test results and verify testing invoices to be paid by the Owner.

6.13 Review and ensure Owner compliance with all Owner obligations set forth in the Owner’s contract with the Architect, CM-R, special inspections, independent testing labs and any other third parties performing work on the project.

6.14 The OPM shall review various logs maintained by the Construction Manager that record activities on the site including weather conditions, nature and location of work being performed, verbal instructions, specific observations, OSHA violations, accidents and/or injuries on the job site. Review the event log for items that may result in a claim for a change in the Contract Sum or Contract Time.

6.15 The OPM shall develop and maintain change order logs, project schedule and cash flow projections.

6.16 Review, evaluate and comment on change orders in conjunction with Architect.
6.17 Assist staff and CM-R to oversee the moving procedures and coordinate with the Town to ensure both the Towns and CM-R are coordinated for such moves.

6.18 The OPM shall coordinate with the Commissioning Agent in conducting inspections and testing to determine conformance with design documents.

6.19 The OPM shall coordinate with the Architect in conducting inspections to determine the date or dates of Substantial Completion and the date of Final Completion.

6.20 The OPM shall coordinate with the Architect in receipt and transmittal to the Owner of documentation required of the Contractor and subcontractors at completion of the work.

6.21 Organize, manage, expedite and monitor punch list and close out issues after substantial completion.

Limitations of Authority

The OPM shall NOT:

A. Authorize deviations from the contract documents.

B. Approve substitution of materials or equipment.

C. Personally conduct or participate in tests or third party inspections.

D. Assume any of the responsibilities of the Construction Management’s superintendent or its subcontractors.

E. Expedite the work for the Construction Manager.

F. Issue directions concerning aspects of construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the work.

G. Authorize or suggest that the Town occupy the project in whole or part.

H. Issue a Certificate for Payment or Certificate of Substantial Completion.

I. Prepare or certify to the preparation of shop drawings.

J. Reject work or require special inspection or testing except as authorized in writing by the Purchasing and Risk Manager or the HSF Building Committee.

K. Order the stoppage the work or any portion thereof except where there is an immediate danger to the health and safety of personnel.

7. TIMEFRAMES

The anticipated RFP schedule is as follows:

RFP Issued: April 27, 2018
Proposals Due: May 18, 2018
Proposal Review Completed: May 22, 2018
Interview respondents: May 29, 2018
Select OPM: May 30, 2018
8. **CONTRACT PERIOD**

The contract period is anticipated to be from date of execution through the completion of the various stages of the construction project, including abatement, demolition and close out.

9. **CONTRACT MANAGEMENT**

9.1 Any contract or purchase order resulting from this RFP will be managed by the Human Services Facility Building Committee unless otherwise specified.

9.2 The selected OPM will assign one qualified individual, who will be the firm's day-to-day contact person and who will be responsible for directing and coordinating the activities of the firm's personnel in all aspects of the project.

10. **EVALUATION AND AWARD**

10.1 **Selection Criteria**

The following criteria will be used, without limitation, in evaluating proposals and determining the most responsive OPM:

a. The Owner’s Project Manager’s relevant governmental project experience, including similarly sized municipal facilities and other projects.

b. The OPM’s experience working with and coordinating multiple agencies, architects, engineers and contractors.

c. The OPM’s past performance with respect to such factors as schedule, cost control, work quality and cooperation with client.

d. The OPM’s successful experience with EEO/WMBE utilization and monitoring.

e. References and specific projects that are comparable in size and budget. The Town may contact one or more of the references listed in this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).

f. Current work load and staff assignment.

g. Responsiveness to the RFP.

h. Proposed fees and costs, although the Town, through its Building Committee, is not bound to select the OPM that proposes the lowest fees. The Town reserves the right to negotiate fees with the selected Firm.

Proposals in response to this RFP will be reviewed against the criteria listed above, and recommendation for award will be made in accordance with standard purchasing procedures.

10.2 **Selection Procedures**

The Town, based on the request from the HSF Building Committee, intends to enter into contract with the most responsible OPM whose proposal is determined to be in the best interest of the Town.
a. The Town reserves the right to reject any or all proposals or parts thereof for any reason, to negotiate changes to proposal terms, to waive minor inconsistencies with the RFP, and to negotiate contracts with the successful OPM.

b. The Town reserves the right to make a selection on the basis of the proposal alone; however it may invite selected respondents for interview with the Building Committee at its discretion. The Town anticipates that the HSF Building Committee will invite a short list of several firms for interviews.

c. Proposers must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the HSF Building Committee to satisfactorily meet the requirements set forth or implied in the proposal.

d. The HSF Building Committee shall, after a thorough review of the proposals received, and after conclusion of the interview process if needed, will recommend to the Town Manager contract award to the OPM whom the HSF Building Committee deems best qualified to perform the services required under this contract.

11. PROPOSALS

The Town will not be liable for costs incurred in the preparation of the response to this RFP or in connection with any presentation before the Town. Proposals submitted must be bound, paginated, indexed and numbered consecutively. The original proposal must be clearly marked as such. OPMs shall submit as their proposal the following:

11.1 Letter of Transmittal: A letter of transmittal addressed to Nancy Haynes, the Purchasing and Risk Manager, which includes a statement by the respondent accepting all terms and conditions and requirements contained in this RFP. Indicate your firm’s commitment to the project and how your firm will meet or exceed all expectations. Specifically provide a commitment to maintain consistent leadership throughout the construction of the project; and to provide the leadership necessary to keep this project on budget and schedule.

11.2 List of municipalities for which the firm has provided complete Owner’s Project Management or construction oversight services. Include only current project completed within the last ten (10) years. Include specific information on projects (i.e. description, size, value, schedule, type of Owner’s Representative Agreement), organizational structure with owner and current owner references, project’s budget at start of project completion of project, project’s anticipated completion date at start of project and when project was completed.

11.3 A list of the respondent’s staff members, a description of their background and experiences, and a description of roles(s) they have been assigned in similar projects.

11.4 A description of the respondent’s overall approach to addressing the Building Committee’s need for owner’s project management services, including staff availability and the respondent’s ability to respond timely to the Building Committee’s request for assistance.

11.5 Describe experience with working with community and government on a local level.

11.6 Indicate who will be providing mechanical, electrical, plumbing (MEP) knowledge, schedule and cost estimating capabilities if such services will be subcontracted.
11.7 Demonstrate understanding of and ability to meet owner’s representative goals and ability to provide the scope of services as set forth in this RFP.

11.8 Describe experience of working with “at risk” construction managers and a guaranteed maximum price “GMP” contracts.

11.9 Describe experience working with architects, engineers, commissioning agents and other consultants during construction activities.

11.10 Describe experience monitoring and reporting MBE utilization and certified payrolls.

11.11 Provide fixed firm fee proposal (to remain firm) per month that encompasses all the services outlined herein, and its basis per month (the number of hours per employee) for that rate. Submit hourly rates per discipline/employee for additional work that may be required or should the contract term be extended, using Appendix A, attached. The Town does not anticipate or expect services to be provided on a full time basis.

All Proposals must be signed by the firm’s authorized official. The proposal must also provide name, title, address, and telephone numbers for 1) the individual with authority to negotiate and contractually bind the firm, and 2) for those who may be contacted for the purpose of clarifying any information provided therein.

12. GENERAL REQUIREMENTS

12.1 Insurance:

The selected OPM shall be required to furnish proof of the following insurance coverage within ten (10) days of receipt of Notice of Selection. Insurance shall be issued by an insurance company licensed to conduct business in the State of Connecticut with a Best’s Key Rating of A-, VIII or better. Any and all exceptions must be approved by the Town Manager. Insurance coverage shall remain in full force for the duration of the Contract term including any and all extensions or renewal thereof. Each insurance certificate shall contain a (30) day notice of cancellation. All renewal certificates shall be furnished at least thirty (30) days prior to policy expiration.

12.1.2 Commercial General Liability, including Contractual Liability Insurance, with limits not less than $1,000,000 Combined Single Limit Bodily Injury and Property Damage. All, if any, deductibles are the sole responsibility of the selected Provider to pay and/or indemnify.

12.1.3 Automobile Liability Insurance including non-owned and hired vehicles in the same limits as indicated in 13.1.2 above.

12.1.4 Workers’ Compensation in accordance with Connecticut General Statutes

12.1.5 Employer’s Liability:

$100,000 bodily injury for each accident;
$100,000 bodily injury by disease for each employee
$500,000 bodily injury by disease aggregate

12.1.6 Excess Umbrella Liability Insurance. The Construction Manager shall carry excess liability insurance in the amount of at least $5,000,000 overlaying employers liability, commercial general liability (including completed operations), and business automobile liability coverage.
12.1.7 The Town of Bloomfield and Bloomfield Board of Education are included as Additional Insureds, ATIMA under the Commercial General Liability and Employer's Liability Insurance Policies. THE UNDERLINED WORDING MUST BE SHOWN IN THE SPACE PROVIDED FOR “COMMENTS” ON THE ACORD INSURANCE CERTIFICATE. (Additional Insured requirement is expressly waived for Workers’ Compensation and Professional Liability coverages.)

12.1.8 Each insurance coverage named above shall provide not less than a 30-day notice of cancellation to the Town. All policies shall be on the occurrence form except where noted otherwise. Any and all exceptions shall be reviewed by the Purchasing and Risk Manager.

12.1.9 Cancellation or other termination of insurance policies required by this Agreement: without immediate replacement thereof may be considered a default in the terms and conditions of this Agreement. The OPM agrees that such default may be cured by procurement of insurance on behalf of OPM, at the OPM’s expense, at Town’s option.

12.1.10 The insurance required hereunder shall be primary without any right of contribution by any insurance maintained by or on behalf of the Town of Bloomfield.

12.1.11 The OPM shall require that any subcontractors and independent contractors hired by the OPM to carry sufficient amounts of insurance and to obtain Certificates of Insurance before subcontractors and independent contractors are permitted to begin work. The OPM shall require that the Building Committee and the Town be included as Additional Insured on all subcontractor and independent contractors insurance before permitted to begin work. The OPM and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the Building Committee and the Town, and their offices, agents, servants and employees for losses arising from work performed by each on this contract.

12.2 Hold Harmless Agreement:

The OPM, its agents and assigns shall indemnify and hold harmless the HSF Building Committee, the Town of Bloomfield and the Bloomfield Board of Education, including but not limited to, its elected officials, its officers, agents, employees and volunteers ("the Town") from any and all claims made against the Town, including but not limited to, damages, awards, costs and reasonable attorneys fees, to the extent any such claim directly and proximately results from the wrongful, willful or negligent performance of services by the OPM during the OPM’s performance of this Agreement or any other Agreements of the OPM entered into by reason thereof. The Town agrees to give the OPM prompt notice of any such claim and absent a conflict of interest, an opportunity to control the defense thereof.

As a municipal agency of the State of Connecticut, the Town will NOT defend, indemnify, or hold harmless the successful OPM.

12.3 Conditions

OPMs responding to this RFP will be expected to adhere to the following conditions in an agreement with the Town and must make a positive statement to that effect in its proposal submitted:

12.3a The OPM has personnel sufficient to assure service continuity and project completion and agree to maintain adequate qualified personnel for the full duration of the contract.

12.3b Agree that the licenses of the firm and all personnel assigned will remain current for the duration of the Agreement.
12.3c Agree that all work produced under this agreement will become property of the Town of Bloomfield.

12.3d Agree to provide the insurance coverage herein specified for the full duration of the contract's term, including any and all extensions.

12.3e Agree to accept and follow management direction from the Town and specifically, the Human Services Facility Building Committee or their duly authorized designee.

12.3f Agree to conform to all applicable laws and ordinances and policies of the Federal Government, State of Connecticut and Town of Bloomfield.

12.3g Agree that if the Town cannot in good faith negotiate a written contract within a reasonable time with a selected OPM, the Town may unilaterally cancel its selection of that OPM.

12.3h Agree that periodic payments to the OPM will be made as agreed upon in the signed contract.

12.3i Agree that the Town reserves the right to terminate the contract at any time. In the event of contract termination, the OPM shall be entitled to payment for approved services rendered after the execution of the contract and prior to receipt of notice of termination. However, if the OPM has damaged the Town, said payment may be withheld until the Town determines whether or not by how much said payment should be reduced.

12.3j Agree that the contract between the Town and the OPM shall be governed by and construed in accordance with the laws of the State of Connecticut and the ordinances of the Town of Bloomfield.

12.3k Agree that no conflict of interest exists. Identify the nature of any potential conflict of interest your firm might have in providing services to the Town under this RFP. Discuss fully any conflicts of interest, actual or perceived, which might arise in connection with your firm's performance of the proposed agreement. If conflicts do or might exist, describe how your firm would resolve them.

13. ANTI COLLUSION STATEMENT

Proposers and their employees, officers, advisers, agents or sub-contractors must not engage in any collusive bidding or other anti-competitive conduct, or any other similar conduct, in relation to:

a. the preparation or submission of Proposals;
b. the clarification of Proposals; and
c. the conduct and content of negotiations, including final contract negotiations,

in respect of this RFP or procurement process, or any other procurement process being conducted by the Town in respect of any of its requirements.
14. **EQUAL OPPORTUNITY EMPLOYMENT**

Every Contract made by or on behalf of the HSF Building Committee and the Town for the design, construction, lease, alteration or repair of any public building or public work, or for the purchase, manufacture, sale or distribution of materials, equipment or supplies shall contain provisions providing for equal opportunity in employment.

a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or physical disability. The contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age or physical disability. Such affirmative action shall include, but not be limited to the following: 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.

b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age or physical disability.

c. The contractor will send to each labor union or representative of workers with which he has either a collective bargaining agreement, or other understanding, a notice to be provided by the town, advising the labor union or worker's representative of the contractor's commitment under this article and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The contractor will comply with all provisions of this article and of the relevant rules, regulations and orders of the town manager.

e. The contractor will furnish all information and reports required by the rules, regulations and orders of the town manager issued pursuant to this article, and will permit access to the contractor's books, records and accounts by the town manager or his designee for the purpose of investigation to ascertain compliance with such rules, regulations and orders. Any such inspection of the contractor's books, records and accounts by the town manager or his designee shall be made at a reasonable hour, upon reasonable notice to such contractor, and shall be limited in scope to information pertaining to the subject matter of the proposed contract.

f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract shall be cancelled, terminated, or suspended in whole or in part and the contractor shall be declared ineligible for further town contract, and such other sanctions shall be imposed and remedies invoked as provided by law.

g. In all construction contracts, the contractor shall include the provisions of paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations or orders of the town issued pursuant to this article, so that such provisions shall be binding upon each subcontractor or vendor. The contractor shall take such action with respect to any subcontract or purchase order as the town may direct as a means of enforcing such provisions including sanctions for noncompliance. In nonconstruction contracts or purchase orders, the town reserves the right to require compliance with the provisions of this paragraph, at the discretion of the town manager.
h. Within ten (10) calendar days following the town manager's decision to award or fail to award a contract or the determination of compliance or noncompliance with the terms of the agreement, any person claiming to be aggrieved by the decision may file with the town manager a written notice of appeal requesting a hearing before the human relations commission.

i. Within thirty (30) days of the receipt of such notice of appeal the human relations commission shall provide the aggrieved party with a hearing and issue its decision. During the perendency of such appeal, the decision of the town manager shall remain in full force and effect, unless the human relations commission issues a stay of the decision by unanimous vote.

At all times during such proceedings, the burden of proof shall be on the party appealing the town manager's decision.

14. TAXPAYER'S IDENTIFICATION NUMBER

Each OPM, whether an individual, proprietor, partnership or a non-profit corporation or organization must obtain, complete and include, with the proposal submitted, an Internal Revenue Service Form W-9, "Request for Taxpayer Identification Number and Certification".

15. ADDITIONAL INFORMATION AND REVISIONS TO PROPOSALS

Information may be provided to potential respondents for the purpose of clarification to assure full understanding of, and responsiveness to the Request for Proposal requirements. Prospective respondents shall be afforded fair and equal treatment with respect to access to additional information and revision of proposals. No additions or changes to the original proposal will be allowed after submittal.
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