

# Request for Proposal and Qualifications (RFP-Q) Landscaping Project



WHFH Building Committee  
20H Starkel Road  
West Hartford, CT 06092

Issue Date: April 10, 2025

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# Section 1      Overview

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West Hartford Fellowship Housing (alternatively “WHFH” or “Owner”) is hereby soliciting qualifications or proposals from qualified Landscape Companies for the purposes of assisting the WHFH Management in design and construction associated with replacing and beautifying the sloped area located between 60 Starkel Road and the West Hartford Fire Department (“Fire House”).

Proposals will be accepted at the West Hartford Fellowship Housing Leasing Office, 20H Starkel Road, West Hartford, CT 06117 until 2:00PM Eastern Daylight Time on or before Tuesday, May 06, 2025.

All inquiries relative to the conditions and specifications listed herein as well as clarification of any information contained in the RFP-Q must be made to Sandra Hawes by email at [sandrah@whfh.org](mailto:sandrah@whfh.org).

Interested firms shall submit a qualification package outlining all their experiences, capabilities, and qualifications necessary for this project as described herein.

This package must include one original, three (3) copies of the proposal, and one electronic copy (Adobe PDF). WHFH will evaluate the qualification submittals and select the lowest qualified bidder.

## **Pre-Bid Conference**

A pre-bid conference is scheduled for Tuesday, April 22, 2025 at 10:00 am. Attendees will meet in the community room located at 60 Starkel Road, West Hartford, CT 06117. Attendees will have an opportunity to join a walkthrough of the facilities and inspect the grounds.

Please note that this is a mandatory conference. No additional walkthroughs are planned for this facility.

*WHFH is an Affirmative Action/Equal Opportunity Employer. Minority and Women Owned Business Enterprises are encouraged to apply.*

# Section 2      Scope of Services

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## 2.1      PROJECT DESCRIPTION

As a long-standing non-profit housing provider in the Town of West Hartford, West Hartford Fellowship Housing's mission is to provide quality affordable housing for seniors and adults with disabilities. For over fifty years, WHFH has successfully served a racially and financially diverse population, most frequently individuals with minimal financial resources.

The WHFH affordable housing community located at 60 Starkel Road in West Hartford ("Building 60") recently underwent considerable capital improvements designed to provide safe and affordable housing for its residents. The improvements, which are broad and considerable in scope, will provide all present and future residents a welcoming and safe environment for many years to come.

WHFH is partnering with the West Hartford Garden Club, a small, local non-profit organization, for the purpose of improving and beautifying the landscaping conditions on one side of Building 60 ("Landscape Project"). The Landscape Project is an area located on the south side of the property, specifically the area between Building 60 and the Fire House ("Project Area").

The West Hartford Garden Club will, through its private fundraising efforts, offset a portion of the costs required to improve the Project Area. Funding from the West Hartford Garden Club will be restricted to specified aspects and portions of the Landscaping Project and will be subject to requirements as outlined in **Exhibit A: West Hartford Garden Club Requirements**.

WHFH, as owner and manager of the Project Area, is seeking a Landscape Company to replace the existing landscape and execute a redesign of the Project Area according to a design created by the West Hartford Garden Club. The design, which includes specified plants hardscape, groundcover, and other organic material may be found in **Exhibit C: Project Design and Specifications**.

Construction in and around the Project Area will occur while Building 60 is occupied. Contractors will be required to obtain the necessary permits and approvals with the Town of West Hartford.

If your firm has an interest in providing these services, below are the requirements that specifically apply to these submittals.

## 2.2      PRE-CONSTRUCTION PHASE SERVICES

- A. Attend all meetings, provide technical support to WHFH and confer with all other public and private agencies involved in or connected with the project.
- B. Make recommendations concerning construction feasibility, availability of labor and materials, and the time required for installations and construction of the project.
- C. Establish site utilization, site security and safety plans.
- D. Advise WHFH as to any possible delays and cost variance.

## 2.3      CONSTRUCTION PHASE SERVICES

- A. Provide field supervision and inspections to ensure that all work is in conformance to the contract documents.
- B. Assume overall responsibility for managing, supervising, coordinating, and maintaining

- quality control over all aspects of construction.
- C. Obtain all required permits and make direct payment for permit costs.
- D. Maintain daily coordination with the designated WHFH's representative
- E. Prepare all applications for payment to be submitted to WHFH for approval.
- F. Provide closeout reports including guarantees, warranties, as-built drawings, maintenance, and procedure manuals for new equipment, and provide signoffs by proper authorities.
- G. Identify and remedy any incomplete or non-conforming work. Obtain required approvals from local building officials to expedite the Certificate of Occupancy.
- H. Maintain required insurance and licenses on all sub-contractors and suppliers.

**2.4 SELECTION TIMELINE**

<b>RFQ/P Issue Date:</b>	<b>Thursday</b>	<b>April 10, 2025</b>	<b>2:00pm EST</b>
<b>Prebid Conference:</b>	<b>Tuesday</b>	<b>April 22, 2025</b>	<b>10:00am EST</b>
<b>RFIs / Questions Due:</b>	<b>Tuesday</b>	<b>April 29, 2025</b>	<b>2:00 pm EST</b>
<b>Proposals Due:</b>	<b>Tuesday</b>	<b>May 06, 2025</b>	<b>2:00 pm EST</b>
<b>Anticipated Contract Award: Within one week</b>			

***Please note, the successful bidder will be expected to begin work immediately upon notification of award and contract. WHFH anticipates 2 weeks for procurement, and 2 weeks for construction, and project completion.***

# Section 3 Submittal Instructions

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## 3.1 QUESTIONS CONCERNING THIS RFP-Q

No alleged "verbal interpretation" shall be held valid. No oral interpretations shall be made to any respondent as to the meaning of any of these documents or to be effective to modify any of the provisions of this request. Every request for an interpretation shall be made in writing, or via e-mail.

All questions received as above provided, and the decision regarding each, will be arranged as addenda. Any related addenda shall become a part of the contract. Prospective respondents may obtain a copy of the addenda, if any, via email request. Non-receipt of said addenda shall not excuse compliance with said addenda. It is the responsibility of each respondent to determine whether any addenda have been issued and if so, whether the respondent has received a copy of each. Addenda issued during the bidding period shall supersede any previous information.

All inquiries relative to the conditions and specifications listed herein as well as clarification of any information contained in the RFQ must be made to Sandra Hawes by email at [Sandrah@whfh.org](mailto:Sandrah@whfh.org) by 2:00 p.m. on Tuesday, April 29, 2025.

## 3.2 QUALIFICATION SUBMISSION FORMAT

### PROPOSAL FORMAT

#### **A. Cover Letter**

Submit a letter of interest outlining your company's commitment to the project and ability to meet or exceed expectations. Include a brief history, years in business, personnel experience and availability, and any compelling information that distinguishes your company from your competitors.

#### **B. Project Experience**

Identify at least five (5) projects of similar size and scope to the referenced project that your company has successfully provided Services for in the last five years.

#### **C. Team Experience**

Identify key personnel in your company who will have a leadership/supervisory role in this project from start to finish. Include resumes, applicable licenses and NVLAP accreditations.

#### **D. References**

Provide at least three (3) professional references and contact information.

#### **E. Bid Form**

Complete attached Bid Form

## **SELECTION PROCESS**

Proposals will be evaluated by a selection committee. Proposals will be evaluated based upon, but not limited to, general qualifications and similar experience of the bidder, qualifications of the specific team assigned to the project, references, additional compelling information provided, and the competitive fee proposal.

The Owner reserves the right to waive technical defects in proposals, to reject any and all proposals, in whole or in part, to negotiate with bidders and to make awards, in whole or in part, including accepting a proposal, although not the lowest proposal, that in its sole and absolute judgement, will be in the best interest of the Owner. All bidders will be notified of the decision in writing.

## **GENERAL TERMS AND CONDITIONS**

- A. The Owner will not be held responsible for any costs incurred by the proposer for work performed in the preparation of a proposal or for any work performed prior to the issuance of a contract.
- B. All submitted proposals become the sole property of the Owner.
- C. The Owner reserves the right to accept or reject any proposal submitted for consideration if it is deemed to be in the Owner's best interest.
- D. This RFP/Q is not an offer to contract. Acceptance of a proposal neither commits the Owner to award a contract, even if all requirements in this RFP/Q are met, nor limits its right to negotiate in the best interest of the Owner. The Owner reserves the right to contract with any contractor.
- E. Amendments to this RFP/Q may be necessary prior to the closing date and will be furnished to all prospective proposers. Failure to acknowledge receipt of amendments in accordance with the instructions contained in the amendment may result in the proposal not being considered.
- F. Any alleged oral agreement or arrangement made by a respondent with any agency or employee will be superseded by the written agreement.
- G. The Owner reserves the right to correct inaccurate awards resulting from its clerical errors.
- H. The Owner reserves the right to reject the proposal of a respondent that is default on any prior contract, or for misrepresentation.

- I. The selected contractor awarded the project will be expected to begin work immediately. All contractors submitting proposals will be notified of the Owner's decision in writing.
  
- J. The financial data quoted in this proposal will remain in effect for one hundred twenty (120) days.
  
- K. Proposers submitting proposals to this RFP/Q may not utilize the service of subcontractors without the prior written approval of the Owner.
  
- L. The selected contractor shall work as an independent contractor and will be required to take out and keep in force all permits, licenses, certifications and other approvals and insurance that may be required by WHFH and the West Hartford Garden Club. Failure to comply with any of these items would be grounds for immediate contract termination.
  
- M. Performance under any contract resulting from this RFP/Q may be terminated at any time by the Owner if it is deemed to be in its best interest to do so.



# Exhibit A

## WEST HARTFORD GARDEN CLUB REQUIREMENTS

- All parties shall adhere to the submitted Design Plan for the Project Area.
- Proper bed preparation is required. Current weeds, roots, stumps etc. must first be removed followed by soil enrichment (top soil, fertilizer).
- Plant selection, as outlined in Exhibit C, will be purchased with no change or substitution unless discussed with and agreed upon by Master Gardener Candice Greenberg of the WHGC.
- The retaining wall and plant installation will be coordinated with Candice Greenberg, who will provide appropriate direction. Backfill will be needed behind certain sections of the retaining wall before planting can commence.
- The project is to be completed at the latest by the end of June, 2025. The Garden Club will be contacted if this is not feasible.
- Plantings shall watered on a weekly basis until plants/shrubs have become established (early Fall). See Exhibit C regarding 2low drip irrigation bags, augmented by drip hose irrigation (lead hose to drip hoses), on a timer, using the nearby spigot. Candice Greenberg can help with set up – which will require collaborating with the Contractor prior to installation of river walk path and prior to installation of ground cover.
- Bids are to reflect a price breakdown into specific categories for materials (ie plants, retaining wall, river rock, decorative large rocks, etc) and labor charges.
- The Contractor will furnish a Certificate of Insurance reflective of their general liability, auto, umbrella policies. Contractor will name the West Hartford Garden Club as an Additional Name Insured on insurance policies for duration of the landscape project.

# Exhibit B

## BID RESPONSE FORM

FORM OF BID to be submitted on Bidder's letterhead.

Date: \_\_\_\_\_

Ms. Sandra Hawes

WHFH Building Committee

West Hartford Fellowship Housing

60 Starkel Drive

West Hartford, CT 06117

Re: WHFH – Landscape Planting and Beautification Project

Dear Ms. Hawes:

I have examined the Bid Documents for the Landscaping Project at West Hartford Fellowship Housing, 60 Starkel LP project and submitted this Bid.

I also acknowledge receipt of addenda (if none, so state).

Number \_\_\_\_\_ Date \_\_\_\_\_

Number \_\_\_\_\_ Date \_\_\_\_\_

I agree:

- \* To accept all provisions of the Contract Documents listed;
- \* To adhere to the work schedule under risk of penalty for failing to complete required work within the specified period;

\* To hold my Bid open for 45 days after Bid due date;

\* To enter into and execute a Contract if awarded on the basis of this Bid;

The Contractor is advised that this project is a West Hartford Fellowship Housing, 60 Starkel LP project in partnership with the West Hartford Garden Club. The appropriate forms shall be supplied to the Owner by the Contractor. The Contractor shall be responsible for the filing of all forms.

1. The Construction of Landscape Area per Exhibit C

LANDSCAPING WHFH \$ \_\_\_\_\_

BASE BID TOTAL Material: \$ \_\_\_\_\_

BASE BID TOTAL Labor: \$ \_\_\_\_\_

**This form should be supported in detail via the completion of Exhibits B & C.**

SIGNED \_\_\_\_\_

TITLE \_\_\_\_\_

FOR \_\_\_\_\_

(Company Name)

DATE \_\_\_\_\_

LANDSCAPE PLANTING AND BEAUTIFICATION PROJECT

# Exhibit C

## Project Design and Specifications

The Landscape Company (hereinafter called the “Contractor”) is responsible for recognizing and performing in accordance with all stated intents, specifications and stipulations contained or referenced herein. Each bidder shall be responsible for researching the existing conditions and matters that affect the cost or performance of the services.

The Contractor shall furnish all labor, equipment, tools, services, skills, etc., required to implementing specified a specified design plan for the Project Site (“Design Plan”). The Contractor shall maintain the site in a condition that will not affect the Town of West Hartford, the adjacent West Hartford Fire Department, and Building 60 residents throughout the contract period.

The intent of the Owner is to create a Class A execution of the Design Plan for the benefit of current and future Building 60 residents, the Town of West Hartford, and the Owner. Any discrepancies in the understanding of Design Project and Specifications shall be resolved in a manner as determined by Owner.

The Contractor will be responsible for all aspects related to the implementation of the design plan for the Project Site. Implementation shall include and is not be limited to:

1. Comprehensive site preparation allowing for successful execution of the Design Plan (detailed below)
2. Removal and disposal of organic material(s) currently located at the Project Site (detailed below)
3. Acquisition of a defined list of plant/tree specimens pursuant to the Design Plan (see below)
4. Installation of plant/tree specimens pursuant to the Design Plan (detailed below)
5. Acquisition and installation of organic materials including soil, compost, and ground cover (see below)
6. Acquisition and installation of various hardscape elements (detailed below)
7. Maintaining a tidy Project Site during the pendency of the Landscaping Project

### Site Preparation

The Contractor will be responsible for preparing the Project Site. Site preparation includes and is not limited to the following:

Removal of Existing Plant Material: Contractor is responsible for the removal and disposal of all poison ivy (leaves, vine and root) and all other existing plant material currently growing on the East-West sloped area of the Project Site. Contractor will be required to ground tree stumps, as needed.

Turf Removal: The Contractor will be responsible for removing and disposing of existing turf in order to create a river rock path. Contractor will excavate and remove material required to create a 5” - 6” stable deep river rock path with tamped gravel underlayment.

New Soil: (see below)

### Organic Material(s) Acquisition and Installation

Soil: Contractor will be responsible for acquiring and spreading a volume of new soil as needed by the Landscape Plan and revised Project Site. Contractor will share its expertise and experience to ensure stability of the new organic materials placed on the sloped area, reducing soil movement and runoff.

Compost and Soil Amendments: Contractor is responsible for acquiring the volume of compost and other soil amendments as required by various plant/tree species to ensure their successful establishment and growth. The Owner or a member of the Garden Club will be available to discuss soil amendments, if helpful.

Plants/Trees: Contractor is responsible for acquiring the plants/trees according to the chart below, after final review with the Owner. Any proposed substitutions shall be discussed with the Owner, with the Owner determining the outcome of proposed substitutions.

Common Name	Latin Name	Number
Color Guard Yucca	<i>Yucca filamentosa</i>	5
Creeping Phlox	<i>Phlox subulata</i>	7
Happy Face Yellow Potentilla	<i>Potentilla fruticosa</i>	3
Kings Gold False Cypress (dwarf)	<i>Chamaecyparis pisifera</i>	2
Eastern Cone Flower	<i>Echinacea pupurea</i>	8
Mugo pine	<i>Pinus mugo</i>	3
Quick Fire Panicle Hydrangea	<i>Hydrangea paniculata 'Quick Fire'</i>	3
Blue Star Juniper	<i>Juniperus squamata 'Blue Star'</i>	2
Blue Rug Juniper	<i>Juniperus horizontalis 'Wiltonii'</i>	3
Gold Cone Juniper	<i>Juniperus communis</i>	8
Feather Reed Grass	<i>Calamagrostis x acutiflora</i>	6
Dwarf Blue Spruce	<i>Picea pungens 'Globosa'</i>	1
Native Achillea	<i>Achillea millefolium</i>	8
Weeping Norway Spruce	<i>Picea abies 'Pendula'</i>	1
Birds Nest Spruce	<i>Picea abies 'Nidiformis'</i>	1

Cardboard Weed Barrier and Groundcover: The Contractor will acquire and situate cardboard under the new ground cover throughout the planted areas, providing a biodegradable weed barrier. Contractor is responsible for acquiring and spreading ground cover (mulch or pine needles) to a depth of 3" on the sloped area. Ground cover will be kept at a distance of at least 6" from the trunk of any tree.

### **Hardscape Acquisition and Installation**

River Rock Path – Contractor will acquire all the materials for, and install, a river rock footpath (with appropriate tamped underlayment) between the existing stone drip area adjacent to Building 60 and the new retaining wall. The length of walking path will approximately align with the length of the E-W running sloped area.

River rock will be tamped to support safety for individuals walking on the path. Contractor will ensure that the River Rock Footpath will be installed and executed in a way to effectively manage water runoff from the adjacent E-W sloped area, and the east-facing sloped area.

At the head and foot of the new river rock footpath, the Contractor will create finished "ends" of the path through the addition of hardscape material (to be determined and agreed upon by Owner) serving to eliminate (or mitigate) the migration of rocks away from the walking path.

Retaining Wall - Contractor will acquire all materials for a newly built retaining wall. Contractor will build a durable and strong retaining wall, with drainage as may be necessary. Retaining wall will be in variable heights (at the eastern and western most ends of the retaining wall) reaching approximately 18" height at the highest point. Materials used to build the retaining wall to be agreed upon by the Owner. [NOTE: If railroad ties are used to build the retaining wall, the railroad ties will be laid in a staggered design.] Contractor will install the retaining wall with appropriate hardscape underlayment.

Large Rocks – The design plan incorporates 5 large rocks: 1 x 4' diameter, 3 x 3' diameter and 1 x 2' diameter. The rocks will be carefully selected for visual interest; the Owner or a member of the Garden Club will be available to assist with rock selection. Contractor will be responsible for acquiring, moving and siting the large rocks according to the Design Plan.

### **Other**

Slow Drip Irrigation Bags: The Contractor will be responsible for acquiring and placing large (15 gallon) or extra-large (20 gallon) slow release "ring" irrigations bags at the base of each tree, and where possible proximate to various plants that will require water during the plant/tree establishment period. Contractor will ensure irrigation bags are filled as plants/trees are situated. There is a water source adjacent to the Project Area.

Drip Hose Irrigation: Contractor will work with Garden Club to devise and plan for a low-cost temporary irrigation plan using items acquired by the Contractor including: water timer, Outdoor-Mounted Lockable Timer cover, approx. 20' contractor-grade lead hose, 4 way splitter, and approximately 400' soaker hoses (100' per hose). Advance lay-out planning will

be required, perhaps burying approximately 15' of 2" PVC, through which the lead hose will be fed, eliminating tripping hazard. Soaker hoses will be laid prior to installation of ground cover.

→ substitute w/ Gold Cone Juniper

- YU - Yucca color guard (5)
- DS - Dwarf blue spruce (1)
- FG - Feather reed grass (6)
- BA - Emerald Green Arborvitae (8)
- CF - Eastwinds Prairie (8)
- FS - King's dwarf blue spruce (2)
- DLH - Oak leaf hydrangea (3) → sub w/ quiet five panicum hydrangea
- PF - Holly Fern yellow intermedia (3)

- NP - Nippon pine (3) 4 x 20 & 1 x 30
- BNS - Blue star juniper (1)
- WV - Weeping Norway (1)
- PP - Purple creeping pine (6)
- BSJ - Blue star juniper (2)
- BSJ - Blue star juniper (2)
- BSJ - Blue star juniper (3)

→ sub w/ quiet five panicum hydrangea

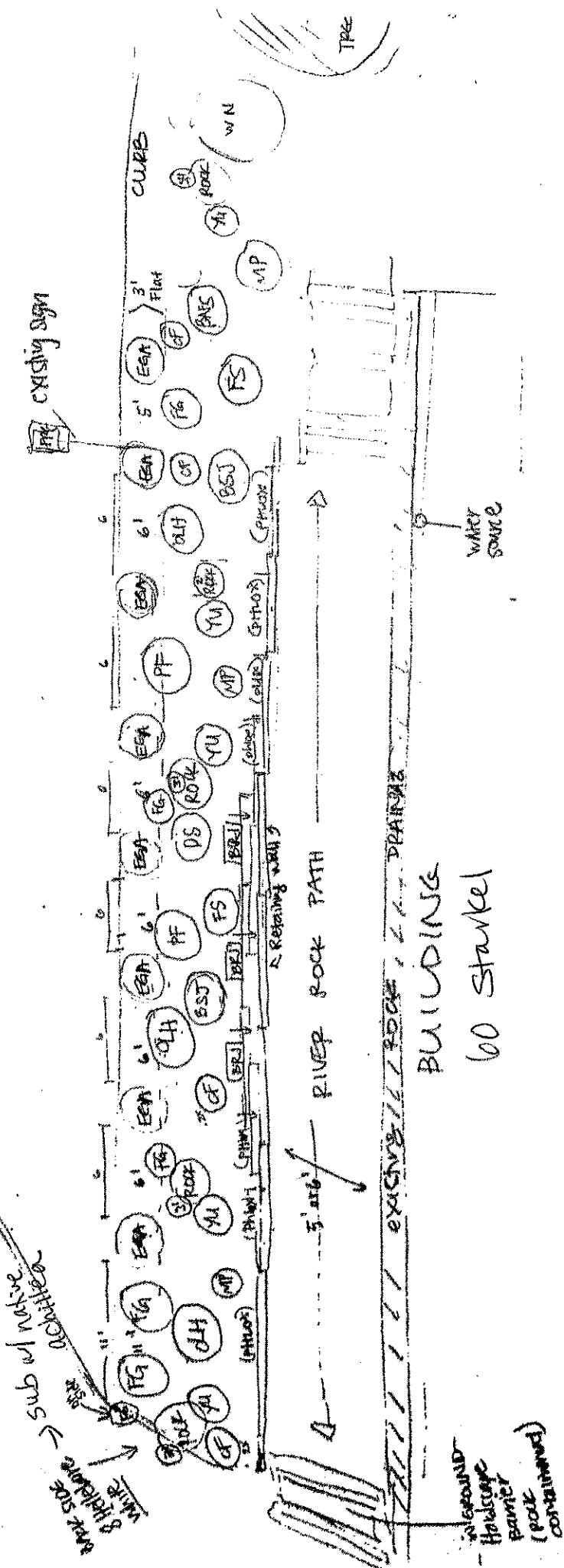
→ sub w/ yellow intermedia (3)

FINE DETT parking lot



- Rocks
- 1 x 41
- 3 x 31
- 1 x 21

→ street





FORMS TO BE SUBMITTED BY LOW BIDDER  
SECTION 00302

**FORMS TO BE COMPLETED BY THE APPARENT LOW BIDDER PRIOR TO AWARD OF CONTRACT.**

1. Certification of Non Segregated Facilities
2. Certification of Bidder Regarding Equal Employment Opportunity
3. Certification of Proposed Subcontractor(s) Regarding Equal Employment Opportunity (if applicable)
4. Non-Collusion Affidavit of Prime Bidder
5. Non-Collusion Affidavit of Subcontractor (if applicable)
6. Affirmative Action Plan (Each government contractor with 50 or more employees and \$50,000.00 or more in government contracts is required to develop a written affirmative action program (AAP) for each of its establishments).
  - a. Instruction for filling out an affirmative action plan (if required)
  - b. Section 3 requirements

**CERTIFICATION OF NON-SEGREGATED FACILITIES**

The Bidder certifies that he does not maintain or provide for 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 location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in 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, time clocks, 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, and that he will retain such certifications in his files.

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

Date: \_\_\_\_\_

By: \_\_\_\_\_

Official Address: \_\_\_\_\_

\_\_\_\_\_

**CERTIFICATION OF BIDDER REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY**

**INSTRUCTIONS**

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract 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 indicates 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 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 yes, identify the most recent contract.)
2. Compliance reports were required to be filed in connection with such contract or subcontract.  
Yes \_\_\_ No \_\_\_ (If yes, identify the most recent contract.)
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100. Yes \_\_\_ No \_\_\_ None required \_\_\_
4. If answer to item 3 is "No," please explain in detail on reverse side of the certification.

Certification - The information above is true and complete to the best of my knowledge and belief.

\_\_\_\_\_  
Name and Title of Signer (Please type or print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING EQUAL  
EMPLOYMENT OPPORTUNITY**

\_\_\_\_\_  
(Name of Prime Contractor)

**INSTRUCTIONS**

This certification is required pursuant to Executive Order 11246 (30F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clauses and, if so, whether it has filed all compliance reports under applicable instructions.

Where the certification indicates that the subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits were to begin under the subcontract.

**SUBCONTRACTOR'S CERTIFICATION**

Subcontractor's Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.      Yes \_\_\_\_\_      No \_\_\_\_\_
2. Compliance reports are required to be filed in connection with such contract or subcontract.      Yes \_\_\_\_\_      No \_\_\_\_\_
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.      Yes \_\_\_\_\_      No \_\_\_\_\_      None Required \_\_\_\_\_
4. If the answer to item 3 is "no" please explain in detail on reverse side of the certification.

\_\_\_\_\_  
Certification - the information above is true and complete to the best of my knowledge and belief.

\_\_\_\_\_  
Name and Title of Signer (Please type or print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

State of ..... Connecticut

County of ..... Hartford

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the attached Bid;
2. He/She is fully informed respecting the preparation and contents 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 Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of West Hartford, owner, or any person interested in the proposed contract.
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 in interest, including this affiant.

Signed

\_\_\_\_\_

(Title)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_ My Commission expires: \_\_\_\_\_

(Title)

**NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR**

State of ..... ) Connecticut

County of ..... ) Hartford

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ of \_\_\_\_\_, hereinafter referred to as the "Subcontractor"; He is fully informed respecting the preparation and contents 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 *West Hartford, Connecticut*:
2. Such Subcontractor's Proposal is genuine and is not a collusive or sham proposal;
3. Neither the Subcontractor 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 Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices on said Subcontractor's Proposal, or to fix an overhead, profit or cost element of the price or prices in said Subcontractor's Proposal, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of West Hartford, Owner \_\_\_\_\_, or any person interested in the proposed Contract:
4. The price or prices quoted in the Subcontractor's Proposal 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 in interest, including this affiant.

Signed	Title
_____	_____

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2014.

Signed	Title
_____	_____

My Commission expires: \_\_\_\_\_

**INSTRUCTIONS FOR FILING AN AFFIRMATIVE ACTION PLAN**

1. DIRECTION OF ACTION ACTIVITY

The "Plan" is designed to include in the workforce groups from the Labor Market Area, PMSA including Whites, Blacks, Spanish-Americans, Orientals, American Indians and other groups which have been discriminated against on the basis of Race, Color, Religion, Sex or National Origin.

The Program includes all employment activities, including but not limited to hiring, firing, promotion, compensation, and other terms privileges and conditions of employment.

The Program should also provide for upward mobility for those individuals who have because of Race, Color, Religion, Sex or National Origin been relegated to low paying jobs.

2. EQUAL EMPLOYMENT OFFICER

This person must be sensitive to varied ways in which discrimination limits job opportunities and be committed to program goals and have sufficient status and ability to work with others in the company. He should have direct access to the Chief Executive.

This person will be responsible for implementation and monitoring of this plan.

3. RECRUITMENT EFFORTS

a. Advertising

Newspapers - All advertisements shall include the use of the Equal Opportunity slogan, and all ads depicting persons shall depict persons of majority and minority groups.

Copies of all advertising material should be kept on file by the applicant to show how the Affirmative Action Plan has been implemented.

(1) Communication Media

Describe use of communications media, stating name of newspaper, radio or TV stations, identifying as to whether Majority, Minority or both in circulation or audience and stating the approximate frequency and size/time of ad to be placed.

b. Community / Minority Organizations

In smaller communities where there are no formal communications media in the minority community, special outreach efforts must depend upon community contacts.

Name community groups whom you expect to contact, give racial/ethnic identification of each, and state the nature of anticipated contact (mail or visit) and approximate frequency of contact. Enclose copies of any letters to be sent.

Strong contact can be made by meeting the leader of the group. Churches, social, civic and fraternal organizations and labor unions are useful. Small businesses such as barber shops, beauty parlors, and shoe repair shops may be utilized for distribution of brochures and other material. Personnel departments of major employers such as industrial plants or local, state or federal government agencies may help disseminate housing information.

Other - Specify colleges, high schools, employment agencies to be contacted and method.

4. INTERNAL DISSEMINATION

All staff, professional and clerical should be instructed in writing as well as orally that it is the policy of the applicant to obey all applicable Equal Employment Laws, to refrain from discriminating regarding any application for employment on the basis of Race, color, Religion, Sex or National Origin, and affirmatively promote Equal Employment. Each member of the staff should be furnished a copy of Executive Order 11246, Title VII, 1964 Civil Rights Act (as amended 1972), the staff should also be aware of all applicable State Laws, and Local Ordinances.

- a. Training sessions - specify who will be involved and how often sessions will be held.
- b. Training format - copy instructions given to all employees.



- c. Materials posted - describe what materials will be posted, and where they will be posted.

5. UNIONS/SUBCONTRACTORS/VENDORS (NOT APPLICABLE TO AGENCIES)

To insure this Affirmative Action Plan remains credible requires the assistance of Unions/Subcontractors/Vendors used. They must be knowledgeable of your intent to comply with the Law, and your Company/Agency position.

- a. Specify - List by Company those Subcontractors/Vendors you plan to use. If they are Minority owned (51%) so specify.
- b. Communication - List method and type of communications forwarded that implements this plan.
- c. If you are requiring an Affirmative Action Plan from your Subcontractors / Vendors, indicate who has complied and what dollar amount you have set. The Federal requirement are that each government contractor with 50 or more employees and \$50,000.00 or more in government contracts is required to develop a written affirmative action program (AAP) for each of its establishments. This aspect of the plan indicates outreach and commitment to the theme of Equal Opportunity.

6. PRESENT STAFF ANALYSIS

This is the first step toward defining your specific affirmative action goals. This format indicates your under-utilization and show areas where affirmative action must be taken in order to correct these negatives.

7. PROJECTIONS (GOALS AND TIMETABLES)

Any serious program requires setting measurable goals and reasonable timetables for achieving them. These goals have the objective of eliminating employment discrimination and effects of past discrimination. These goals should consider turnover, attrition, expansion or contraction, etc.

**INSTRUCTIONS FOR FILING AN AFFIRMATIVE ACTION PLAN**

AFFIRMATIVE ACTION PLAN

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APPLICANT'S NAME	ADDRESS	ZIP CODE
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NAME AND LOCATION OF PROJECT	TOTAL DOLLAR AMOUNT
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**DIRECTION OF ACTION PLAN**

Title VII of Civil Rights Act of 1964, as amended in 1972 prohibits discrimination because of Race, Color, Religion, Sex, National Origin in all employment practices including hiring, firing, promotion, compensation and other terms, privileges and condition of employment.

1. State what groups in your judgment are underutilized in your working staff presently:

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2. Equal Opportunity Officer (Name, Address, Phone, Title)

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3. Recruitment efforts (state name, address, phone, organization, contact person)

Newspapers (approximate frequency and use)

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Radio/TV (approximate frequency and use)

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Community/Minority Organizations (describe method of contact - phone, mail, visit)

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Other

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4. INTERNAL DISSEMINATION

Training sessions (who is involved, how often held)

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Training format (Describe training given to all employees regarding implementation of Equal Employment Laws and this AAP)

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Materials to be posted

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5. UNIONS/SUB-CONTRACTORS/VENDORS USED

Specify: (If Minority, so indicate) (Include Dollar Amount)

\_\_\_\_\_  
Communications (Company's Equal Opportunity Policy forwarded)  
\_\_\_\_\_

Is there an AAP required of subcontractors/vendors? (If so, specify who compiled and dollar amount)

6. PRESENT STAFF ANALYSIS

An Affirmative Action Plan must be tailored to the circumstances which apply to the Applicant, Sponsor, or Contractor, their Locality, their Area Labor Market Conditions and all the operations (Federal and Non Federal) in which they are involved. (Chapter 14, Page 18 8000.6 Contract Compliance Handbook Executive Order 11246)

WHITE    BLACK    SPANISH-SURNAMED    MALE    FEMALE

PROF

\_\_\_\_\_

ADMIN.

\_\_\_\_\_

CLERICAL

\_\_\_\_\_

WORKFORCE

\_\_\_\_\_

JOURNEYMAN

\_\_\_\_\_

HELPER

\_\_\_\_\_

APPRENTICE

\_\_\_\_\_

TRAINEE

\_\_\_\_\_

7. PROJECTIONS – NUMBER AND PER CENT

DEPARTMENT	# OF EMPLOYEES	MAJ/MIN/FEM	1 <sup>ST</sup> YEAR			2 <sup>ND</sup> YEAR			3 <sup>RD</sup> YEAR			
			MAJ/MIN/FEM	MAJ/MIN/FEM	MAJ/MIN/FEM	MAJ/MIN/FEM	MAJ/MIN/FEM	MAJ/MIN/FEM	MAJ/MIN/FEM	MAJ/MIN/FEM	MAJ/MIN/FEM	
PROFESSIONAL	_____											
ADMINISTRATIVE	_____											
CLERICAL	_____											
TOTALS	_____											
MAJ – MAJORITY	MIN – MINORITY			FEM – FEMALE								

**MONTHLY PROJECTION**

	TRADES	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
	J	_____											
TOTAL	H	_____											
HOURS	AP	_____											
	T	_____											
	J	_____											
TOTAL	H	_____											
MINORITY	AP	_____											
HOURS	T	_____											
	J	_____											
PER CENT	H	_____											
MINORITY	AP	_____											
HOURS	T	_____											
	J	_____											
TOTAL	H	_____											
NUMBER	AP	_____											
EMPLOYEES	T	_____											
	J	_____											
TOTAL	H	_____											
MINORITY	AP	_____											
EMPLOYEES	T	_____											
	J	_____											
PER CENT	H	_____											
MINORITY	AP	_____											
EMPLOYEES	T	_____											
REMARKS:	_____												
	_____												

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J – JOURNEYMAN

H – HELPER

AP – APPRENTICE

T – TRAINEE

8. List previous federal contracts involved in and success in achieving Equal Employment Opportunity.

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9. Please describe other efforts planned as part of your outreach efforts not adequately covered by this form.

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**SECTION 3**

## 135.20 ASSURANCE OF COMPLIANCE WITH REGULATIONS

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of section 3 of the Housing and Urban Development Act of 1963 as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

"Lower income residents of the project area" means any individual who resides within the area of a section 3 covered project and whose family income does not exceed 90 percent of the median income in the Standard Metropolitan Statistical Area (or the county if not within an PMSA) in which the section 3 covered project is located.

The parties to this contract will comply with the provisions of said section 3 and regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.

The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workman`s representative of his commitments under this section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

The contractor will include this section 3 clause in every subcontract for work in connection with the project and will at the direction of the applicant for or recipient and federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development 24 CFR part 135. The contractor will not subcontract with any subcontractor where it has knowledge that the latter has been found in violation of regulations under 24 CFR part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement on ability to comply with requirements on the regulations.



Compliance with provisions of section 3, the regulations set forth in 24 CFR part 135 and all applicable rules and orders of the department issued thereunder prior to the execution of the contract shall be a condition of the federal financial assistance provided to the project binding upon the applicant or requirement for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors, and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided and to such sanctions as are specified by 24 CFR part 135.

-prior to contract award the contractor shall be required to submit a preliminary statement of work force requirements (skilled, semi-skilled, unskilled labor and trainees by category) to the Town's Materials Administration Department.

-the contract shall identify efforts to be used in recruiting Section 3 lower-income residents to meet work force requirements.

-the contractor shall identify efforts to be used in utilizing small businesses located in the project area or owned in substantial part by persons residing in the project area.

-the contractor shall identify proposed subcontractors and businesses to be used and estimated related dollar values.

-upon request by the Town, the contractor shall submit information regarding the number of Section 3 lower-income residents employed and the dollar value associated with contracts and business with Section 3 area businesses.

CERTIFICATION

I, \_\_\_\_\_, of \_\_\_\_\_ (the Contractor),  
certify that: I shall comply with all obligations stated in Section 3 above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date