

Department of Housing



# The State of Connecticut

**Department of Housing** 

Affordable Housing Program (FLEX) Community Development Block Grant (CDBG) Small Cities HOME Investment Partnership Program (HOME) National Housing Trust Fund (NHTF) Connecticut Housing Trust Fund Program (CTHTF)

# **Request for Proposals**

Architectural, Engineering and Environmental Services

Single Family and Multifamily Housing Rehabilitation and Development Activities

Deadline For Submission: March 1, 2019

### I. STATEMENT OF OBJECTIVES

The State of Connecticut's Department of Housing ("DOH") invites interested firms to submit their qualifications for evaluation and selection as a Consultant to DOH. DOH will contract for professional Architectural, Engineering & Environmental Services (National Environmental Policy Act (NEPA) and CT Environmental Policy Act (CEPA) Compliance) to assist DOH in evaluation and monitoring of the of Single Family and Multifamily Housing Rehabilitation & Development activities (hereinafter "Activities").

### II. SCOPE OF SERVICES

Connecticut's Department of Housing ("DOH") invites interested firms to submit their qualifications for evaluation and potential inclusion on DOH's list of approved consultants with whom DOH may contract for professional <u>Architectural, Engineering and Environmental</u> <u>Services</u> to assist DOH in serving the needs of Single and Multifamily Housing Rehabilitation & Development activities.

The following information provided outlines the services that the Architectural, Engineering and Environmental Contractor(s) (the "Consultant") will be required to provide: general services, evaluation of development projects; cost estimates; plans and specifications; bidders meetings at site(s), evaluation of bid responses; and construction administration, each to the extent defined herein.

#### A. General Services

The following general services shall be required, if applicable, and conducted with the Architect's Consultant Team, including, but not limited to the following types of services:

- 1. Architectural;
- 2. Civil Engineering;
- 3. Structural Engineering;
- Mechanical/Electrical/Plumbing Engineering (including HVAC, Flood/Hurricane mitigation);
- 5. Predesigned, Feasibility, Environmental Studies and National Environmental Policy Act (NEPA) and CT Environmental Policy Act (CEPA) Compliance;
- 6. Code Consultant;
- Cost Estimator;
- 8. Construction Management.

### Initial Evaluation of Properties - Single Family

The Consultant will conduct an initial evaluation of each property assigned, including:

- 1. Visit each property assigned and walk through the property with the owner or the owner's representative;
- 2. Provide a general evaluation of the unit to DOH based on the standard criteria established by the DOH;
- 3. Provide a rough estimate of the cost to bring the unit to code including mitigation, resiliency, green building and energy efficiency.

### Cost Estimates - Single Family and Multifamily

The Consultant will, at DOH's request:

- 1. Review construction documents and cost estimates Single and Multifamily Housing Rehabilitation & Development activities;
- 2. Review construction documents and cost estimates for the construction of replacement units for multifamily units lost;
- 3. For units being rehabilitated within in the 500 year or 100 year flood plain include mitigation and resiliency in the cost estimate;

### **Environmental Review – Multifamily**

The Consultant will, at DOH's request:

- 1. Determine whether project cross threshold to require CEPA and/or NEPA compliance including Section 106 of the National Historic Preservation Act;
- 2. Conduct scoping and public notifications for projects requiring compliance;
- 3. Collect and compile comments from relevant public agencies;
- 4. Complete necessary checklists and/or reports and any other steps required by Federal or State statute to document compliance; and
- 5. Review Flood Management Certification applications and determine next steps to be taken by DOH or submission to state Department of Energy and Environmental Protection.

#### Plans, Specifications and Bid Process - Single Family and Multifamily

The Consultant will, at DOH's request:

- 1. Provide plans and specifications packages for each single family rehabilitation which meet all required state and local codes and the standards adopted by DOH, and where applicable, meeting the Secretary of the Interior's Standards for the Rehabilitation of Historic Properties (SOI Standards);
- Provide DOH with an estimated cost for each single family rehabilitation based on the plans and specifications;
- 3. Provide DOH with an estimated cost for each multifamily rehabilitation or replacement activity, based on the plans and specifications;
- 4. Lead general contractor walk-through; and
- 5. Provide technical reviews and evaluations of bid responses to DOH.

#### B. Construction Administration – Single Family and Multifamily

#### **General Administration**

The Consultant shall insure that:

- 1. DOH's investment is protected and risks are minimized.
- 2. Appropriate environmental reviews are completed and clearances are issued.
- 2. The activities are in accordance with the DOH accepted construction documents, applicable codes, and any environmental requirements.
- 3. The amount of funding requested on the Contractor's Requisition corresponds to the requirements for disbursement as detailed in the construction contract.

4. The quality of construction meets or exceeds the DOH Standards and/or Construction Industry Standards.

#### Observation

The duration and frequency of site visits shall comply with the following:

- 1. The activity period for each project typically lasts from ninety (90) days to eighteen months.
- During the activity, weekly on-site visits are expected, unless special circumstances or special arrangements are made beforehand between the Consultant and DOH.

#### Oversight

Duties and responsibilities include:

- 1. Attending project meetings;
- Observing activity progress and reporting to DOH any outstanding issues or concerns;
- 3. Reviewing and recommending proposed change orders;
- 4. Reviewing periodic requisitions as detailed in the construction contract;
- 5. Assessing the installed work for comparison to the contractor's requisitions; and
- 6. Communicating with DOH in writing, orally, and/or by email whenever necessary.

### **III. RESPONDENT QUALIFICATIONS**

#### General

The Consultant(s) providing the professional services must:

- 1. Be led by a principal or partner of an established professional firm;
- 2. Be a licensed architect and/or engineer in the State of Connecticut;
- Have, or be able to obtain the services of an Architectural Historian meeting the Secretary of the Interior's (SOI) Professional Qualification Standards (36 CFR Part 61: Appendix A);
- 4. Be covered by a current professional liability insurance policy;
- 5. Demonstrate extensive knowledge of architectural and engineering design and construction issues;
- Demonstrate extensive knowledge of 24 CFR Part 58 regarding environmental review, experience with Connecticut Environmental Policy Act, and experience with Connecticut Flood Management Certification;
- Demonstrate extensive knowledge of the Connecticut Building Code, the Fair Housing Laws, AIA documents, general construction practices and familiarity with the DOH Standards of Design and Construction; and
- 8. Have, or be able to obtain the capacity to undertake up to ten (10) single family homes and/or up to 12 multifamily projects at a time.

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### **Cost Estimating**

As a Cost Estimator providing rehabilitation and/or replacement cost estimates and review of estimated costs, the consultant providing the professional services must:

- 1. Have a minimum of 5 years' experience in construction cost estimating;
  - 2. Have previous experience in the rehabilitation of single family and multifamily housing;
  - Have knowledge of current national and local construction market trends, labor and material costs including Davis-Bacon wage requirements, regional cost differences, and the DOH Standards of Design and Construction guideline square foot cost per building type, and the SOI Standards;
  - 4. Be covered by a current professional liability and insurance policy; and
  - Demonstrate an extensive knowledge of the Connecticut Building Code and general construction practices, and a familiarity with the DOH Standards of Design and Construction and the Federal regulations regarding mitigation and resiliency.

#### Plans, Specifications and Bidding Process

As an Architect and/or Engineer providing plans and specifications for the rehabilitation of single family homes, the consultant providing the professional services must:

- 1. Be a licensed architect and/or engineer in the State of Connecticut;
- 2. Have a minimum of ten (10) years' experience as an architect and/or engineer;
- 3. Have previous experience in the rehabilitation of single family housing;
- 4. Have knowledge of current national and local construction market trends, labor and material costs, regional cost differences, costs of mitigation and resiliency, and the CHFA Standards of Design and Construction guideline square foot cost per building type; , and the SOI Standards;
- 5. Be covered by a current professional liability and insurance policy; and
- 6. Demonstrate an extensive knowledge of the Connecticut Building Code and general construction practices, familiarity with the DOH Standards of Design and Construction, and the Federal regulations regarding mitigation and resiliency, and the SOI Standards.

#### **Construction Administration Oversight**

As a consultant providing construction administration oversight professional services must:

- 1. Be a licensed architect and/or engineer in the State of Connecticut;
- 2. Have a minimum of 5 years' experience in construction administration;
- 3. Have previous experience in the rehabilitation of single family housing and the rehabilitation and/or construction of multifamily housing;
- Have knowledge of current national and local construction market trends, labor and material costs, regional cost differences, costs of mitigation and resiliency, and the DOH Standards of Design and Construction guideline square foot cost per building type;
- 5. Be covered by a current professional liability and insurance policy; and

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6. Demonstrate an extensive knowledge of the Connecticut Building Code and general construction practices, familiarity with the DOH Standards of Design and Construction, the Federal regulations regarding mitigation and resiliency, and the SOI standards for the rehabilitation of buildings listed in the National Register of Historic Places.

### IV. FEE SCHEDULE

The consultant will provide a schedule of fees to the following specifications. The Schedule of Fees shall be included in the firm's response as Exhibit 5.1. All fees shall be inclusive of administration, overhead and profit.

#### Initial Evaluation – Single Family only

- 1. Compensation calculated on a "flat fee per unit" basis (no mitigation necessary)
- 2. Compensation calculated on a "flat fee per unit" basis (with mitigation/resiliency)

### Cost Estimates - Single Family and/or Multifamily

Compensation calculated on a "flat fee per unit" basis for Single Family Compensation calculated on a "flat fee per unit" basis for Multifamily

#### Environmental Review - Multifamily only

Compensation calculated on a "flat fee per project" basis for Multifamily

#### Plans, Specifications and Bid Process

Compensation calculated on a "flat fee per unit" basis with the following listed as added work on a "flat additional fee per unit" basis

- 1. Mitigation or Environmental Remediation
- 2. Environmental Review and/or Clearance
- 3. Green Building
- 4. Energy Efficiency

### **Construction Management**

Attendance at all DOH required meetings: Compensation calculated on a "flat fee per meeting" basis and an hourly basis

Duration and frequency of site visits: Compensation calculated on a "flat fee per visit" basis.

Change Orders: Compensation calculated on a "flat fee per change order"

Requisition Review and Progress Verification: Compensation calculated on a "flat fee per unit per review" basis

#### Period of Performance:

The period of performance is likely to vary depending on the demand and the cost per unit incurred.

- 1. The initial period of performance will be 2 years;
- 2. DOH may extend the term of the contract by mutual agreement; and
- 3. DOH may reduce or terminate the period of performance with 30 days written notice.

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### V. AWARD CRITERIA

All proposals will be evaluated for completeness.

**Commented [KD1]:** Wasn't sure the best approach here but don't think it makes sense to do it by unit given that, if the project is over the threshold for requiring the review, it doesn't matter if it's 200 or 300 or 1,000 units. Also, not sure if this should be an overall fee per project to determine whether or not CEPA/NEPA required and then a separate fee if required. I don't think you want the consultant to say it's \$2k per project if it's referred to them whether or not it meets the threshold for having to do an EA. You don't want to pay them the same amount to make a determination that it's not required as conducting the review. Make sense?

Proposals deemed to be incomplete or substantially non-responsive will not be evaluated.

This process is based on comparing and evaluating weighted criteria of qualifications and performance of applicants in relation to work of similar scope and complexity that is required for this specific contract. The Contract award is based first on a selection of the highest qualifications and second on a fair and reasonable fee.

All complete proposals will be evaluated using the following criteria:

- 1. Experience and Capacity (40 points)
- 2. Timetable to Initiate (25 points)
- 3. Geographic preferences or restrictions (5 points)
- 4. Minority/Women Owned Business (5 points)
- 5. Fee Schedule (25 points)

Proposals submitted in response to this RFP will be evaluated based the quality and the reasonableness of the responses for each item above.

### VI. EVALUATION PROCESS

A screening committee consisting of DOH staff will review all proposals. If at least three qualified proposals are received, the screening committee will evaluate the proposals based on the weighted award criteria described above and submit its evaluation to the Commissioner. The Commissioner shall decide which contractor(s) DOH will seek to negotiate with and ultimately fund.

### VII. PROPOSAL FORMAT

Proposals should be submitted as follows:

- 1. One (1) complete original clearly marked "**ORIGINAL**", with all required materials having original signatures, where applicable;
- 2. One (1) electronic copy, with all required materials; and
- 3. All materials must be bound (3 ring binders, etc.) and tabbed by section and placed in the same order as they are referenced in the proposal. Each tabbed section must include all relevant materials for that section, including proposal materials.

### VIII. INSTRUCTIONS

- Completed proposals and all materials must be hand delivered or mailed via a nationally-recognized overnight carrier to: Miguel Rivera, DOH, 505 Hudson Street (2<sup>nd</sup> Floor), Hartford, CT 06106-7106. All proposals must be received at DOH <u>on or</u> <u>before 4 p.m. (EST) on Friday, March 1, 2019.</u>
- 2. Any proposal received after the established deadline will not be considered.
- 3. All responses to this **Request for Proposals** must conform to these instructions. Failure to conform may be considered appropriate cause for rejection of the response.
- 4. An individual authorized to act on behalf of the respondent must submit the proposal. The proposal must also provide the name, title, address and telephone number for individuals authorized to negotiate and contractually bind the organization, and for those who may be contacted for the purpose of clarifying the information provided in the proposal. This information should also be included in the transmittal letter.

### IX. QUESTIONS

All questions related to this RFP should be submitted to Miguel Rivera by e-mail at rivera.miguel@ct.gov no later than noon (EST) on February 4, 2019. Each question should begin by referencing the RFP page number and section number to which it relates. Answers to all questions received by the deadline above will be posted on DOH's Website on a rolling basis at www.DOH.org.

#### X. <u>REVISIONS TO THE RFP</u>

Only written modifications to this RFP issued in the form of one or more addenda will be considered to be alterations to this RFP. Oral comments are not binding. An Addendum may be issued by DOH for any revisions, modifications, clarifications or alterations to the RFP.

### XI. <u>ERRORS</u>

If a respondent discovers an error after submitting its response, but prior to the response submission deadline, the respondent may request that the response be withdrawn. This request must be submitted in writing and signed by an officer or authorized representative of the firm. If the request is approved, the respondent may submit a revised response as long as it is received prior to the response submission deadline.

No alterations or corrections to the responses are permitted after the responses are opened. If an error is discovered after the response opening but before contract award, the respondent may request that its response be withdrawn. An officer or authorized representative of the firm must submit this request in writing. The decision to permit withdrawal of the response will be at the discretion of the Commissioner.

#### XII. SUBCONTRACTING OR ASSIGNMENT

In the event a respondent proposes to subcontract for some or all of the services to be performed under the terms of the contract award, it shall state so in its proposal and attach for approval a list of said subcontractors and an itemization of the products and/or services to be supplied by them. Nothing contained in the specifications shall be construed as creating any contractual relationship between any such subcontractor and DOH.

Except as expressly proposed by a respondent in its proposal, the agreement to be entered into between the respondent selected under this RFP, if any, and DOH, may not be subcontracted or assigned by the respondent, in whole or in part, without the prior written consent of DOH. Such consent, if granted, shall not relieve the respondent its responsibilities under the contract, except as otherwise expressly provided therein.

#### XIII. RIGHT TO INSPECT FACILITIES AND RECORDS

DOH reserves the right to inspect the respondent's establishment before making an award, for the purposes of ascertaining whether the respondent has the capacity to perform the proposed scope of service.

DOH may request references during the evaluation, and such references may be contacted to assist DOH in making a contract award that is most advantageous to DOH.

#### XIV. CONDITIONS

Any prospective contractor must be willing to adhere to the following conditions and must positively certify to adhere to them in its proposal:

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- 1. Acceptances or Rejection by the State. The State reserves the right to accept or reject any or all proposals submitted for consideration under this RFP.
- Conformance with Statutes. Any contract awarded as a result of this RFP must be in full conformance with statutory requirements of the State of Connecticut and the Federal Government.
- 3. Ownership of Proposals. All materials are considered public information with the exception of personal and financial information. Following the execution of one or more contracts in connection with this RFP, proposals will be available for review upon request. All proposals in response to this RFP will be the sole property of the State and subject to the provisions of Connecticut's Freedom of Information Act, CGS §1-200 et seq.
- 4. **Ownership of Subsequent Products.** Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP will be sole property of the State unless stated otherwise in the contract.
- 5. **Timing and Sequence.** Timing and sequence of events resulting from this RFP will ultimately be determined by the State.
- 6. **Stability of Proposed Prices.** Any price offerings must be valid for a period of 90 days from the due date of the proposals.
- 7. Oral Agreements. No contract, unless it shall be in writing, executed by an authorized representative of DOH following the obtaining of all necessary approvals and in accordance with all applicable law, shall be binding on DOH. No oral agreement or arrangement made with DOH or any DOH employee shall be binding on DOH.
- 8. **Amending or Canceling Requests.** The State reserves the right to amend or cancel this RFP.
- 9. **Rejection for Default or Misrepresentation.** The State reserves the right to reject any proposal if any proposed subcontractor is in the default of any prior contract with the state or for any misrepresentation.
- 10. **State's Clerical Errors in Awards.** The State reserves the right to correct inaccurate awards resulting from its clerical errors.
- 11. **Rejection of Qualified Proposals.** Proposals are subject to rejection in whole or in part if they limit or modify any of the terms, conditions and/or specifications of this RFP.
- 12. Presentation of Supporting Evidence. Any respondent, if requested, must be prepared to present evidence of experience, ability, service capacity, and financial standing.
- 13. Changes to Proposal. Except as otherwise permitted by DOH, no additions or changes to a proposal will be allowed after submittal.
- 14. Collusion. By responding, the respondent implicitly states that its proposal is not made in connection with any competing respondent submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud. It is further implied that the respondent did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of DOH participated directly or indirectly in the respondent's proposal preparation.
- 15. **EEO-4 Form.** The proposal shall include a copy of the company's latest EEO-4 report as well as a copy the respondent's equal employment policy statement.

### XV. CONFLICT OF DOCUMENTS

Should any of the terms of any documents connected to the offer, acceptance, supply of goods, performance of services, and/or any verbal representations be in conflict with this RFP, the terms of the RFP shall supersede all other documents and/or verbal representations. The only exception would be if DOH amends this RFP.

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#### XVI. SEVERABILITY

The invalidity of any portion of this RFP will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this RFP is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

#### XVII. RIGHTS RESERVED BY THE STATE

DOH reserves the right to modify or waive any requirement, condition or other term set forth in this RFP, to request additional information at any time from one or more respondents, to select any number of proposals submitted in response to the RFP or to reject any or all such proposals.

### XVIII. NOTIFICATION OF AWARD

The selected respondent(s), if any, will receive a Notice of Award. The Notice may contain certain contingency requirements that must be satisfied within a designated time frame. Failure to comply with all provisions of the Notice of Award will disqualify that respondent and the award may be directed to another respondent.

### XIV. PRICE AND PAYMENT

1. Unless otherwise noted by DOH, all fees and other budgetary information quoted shall be firm through execution of a contract and shall not be subject to increase during the period of such contract, unless agreed upon by both parties in writing. The Commissioner must be notified in writing of any price reduction within five (5) business days of the effective date.

#### RESPONDENT INFORMATION

| Name:                        |  |
|------------------------------|--|
|                              |  |
|                              |  |
|                              |  |
|                              | Fax Number:  |
| E-Mail Address:              | Website Address:   |
| FEIN/SSN:                    | State Sales Tax No:  |
| If you are using a THIRD PAR | <b>RTY</b> to write this proposal, please provide the following: |
| Consultant/Company Name:     |  |
|                              |  |
|                              | Fax Number:  |
| E-Mail Address:              | Website Address:   |

### NARRATIVE DESCRIPTION OF SERVICES TO BE PROVIDED

2.1. Provide up to a 3-page description of the proposed services, including minimum and maximum capacity relative to active sites (e.g., 2 sets of 3 multifamily projects), as well as any geographic preferences or restrictions. Please note: A willingness/ability to serve all eligible geographies will receive the most consideration. See Section V. Award Criteria, Items 1 and Item 3. Attach as Exhibit 2.1.

### QUALIFICATIONS AND CAPACITY

- 3.1. Describe the nature of your organization, staffing and overall qualifications to perform and complete this Scope of Work, including appropriate licensure. See Section V Award Criteria, Item 1. Attach as Exhibit 3.1.
- 3.2. Please provide organization legal structure documents (e.g., Articles of Incorporation, Partnership Agreement, By-laws, Secretary of State Certificate of Legal Existence/Certificate of Good Standing). See Section V Award Criteria, Item 1. Attach as Exhibit 3.2.
- **3.3.** Please identify any past experience your organization has in providing the proposed scope of service, including a description of the service, timeframe in which the services were completed, special skills associated with providing this service and any other relevant information. See Section V Award Criteria, Item 1. Attach was Exhibit 3.3.
- **3.4.** Please provide a signed copy of CHRO "Notification to Responders" form and information addressing (a) through (e) on the form. **Attach as Exhibit 3.4.**
- **3.5.** Please provide a copy of your Equal Employment Opportunity Policy Statement, if applicable. Attach as Exhibit 3.5.
- **3.6.** Please attach the last three years' audited financial statements (include notes and projections). If audited statements do not exist or are not applicable, attach last three years' federal tax returns. **Attach as Exhibit 3.6.**
- **3.7.** Please attach certificate(s) of insurance showing the current coverage. **Attach as Exhibit 3.7.**

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3.8. Is the respondent, any principal or any affiliate a defendant in any litigation?

If yes, indicate the nature and status of the litigation. Attach as Exhibit 3.7.

#### TIMETABLE TO INITIATE ACTITIVITY

- 4.1 Please indicate timeframes expected to initiate the provision of services as well as when any necessary hiring or subcontracting will be initiated and when the project will be fully staffed. See Section V Award Criteria, Item 2. Attach statement as Exhibit 4.1.
- 4.2 Provide a description, including a timetable, for training/licensure of new hire(s), if any, necessary to provide the required services. See Section V. Award Criteria, Item 2.
  Attach as Exhibit 4.2.

#### PROPOSED FEE SCHEDULE

5.1 Please provide a Fee Schedule, including the breakdown by cost component. See Section IV. Fee Schedule and Section V. Award Criteria. Attach as Exhibit 5.1.

### MINORITY/WOMEN OWNED BUSINESS

- 6.1 Please indicate if your organization is a minority, women or veteran owned business by completing Exhibit B, if applicable. Note: DOH encourages all entities to make a good faith effort to utilize small, minority, women and veteran owned businesses. See Section III Award Criteria, Item 5. Attach completed form as Exhibit 6.1.
- 6.2 Please attach the respondent's equal employment policy statement as Exhibit 6.2.

#### SUBCONTRACTOR CERTIFICATION FORM

7.1 Please complete the Subcontractor Certification form, Exhibit C, if applicable. Attach statement as Exhibit 7.1.

#### **RESPONDENT CERTIFICATION**

It is hereby represented by the respondent (undersigned) as an inducement to DOH to consider the proposal, that to the best of my knowledge and belief, no information or data contained in the proposal or in the attachments are in any way false or incorrect, and that no material information has been omitted, including the financial statements. The respondent (undersigned) agrees that banks, credit agencies, the Connecticut Department of Labor, the Connecticut Department of Revenue Services, and other references are hereby authorized now, or any time in the future, to give DOH of any and all information in connection with matters referred to in this proposal.

Certifying Representative:

- 1. Type Name and Title: \_
- 2. Signature: \_\_\_\_\_\_
- 3. Date: \_\_\_\_\_

### EXHIBIT B (3.4)

#### NOTIFICATION TO RESPONDERS

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as responders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans … (2) Hispanic Americans … (3) persons who have origins in the Iberian Peninsula … (4) Women … (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians … " An individual with a disability is also a minority business enterprise as provided by Section 32-9e of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the responder's qualifications under the contract compliance requirements:

- (a) The responder's success in implementing an affirmative action plan;
- (b) The responder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Connecticut General Statutes, inclusive;
- (c) The responder's promise to develop and implement a successful affirmative action plan;
- (d) The responder's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) The responder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

The undersigned acknowledges receiving and reading a copy of the "Notification to Responder's form.

\* INSTRUCTION: responder must sign acknowledgement below, and return acknowledgment to DOH along with response proposal.

Signature

Date

On behalf of:

RFP Name: Architectural, Engineering and Environmental Services Single and Multifamily Housing Rehabilitation & Development

#### **CERTIFICATE OF CORPORATION (if applicable)**

I, \_\_\_\_\_\_\_ certify that I am the Secretary of the Corporation named in the foregoing instrument; that I have been duly authorized to affix the seal of the Corporation to such papers as require the seal; that \_\_\_\_\_\_\_, who signed said instrument on behalf of the Corporation was then \_\_\_\_\_\_\_\_ of said Corporation; that said

instrument was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its Corporation powers.

EXHIBIT B (6.1)

### MINORITY/WOMEN/VETERAN-OWNED BUSINESS CERTIFICATION

| Complete Legal Name of Business:   |   |                                      |
|--|---|--------------------------------------|
| Headquarters   |   |                                      |
| Address:<br>Town:  | Stata   | Zin Codo:                            |
| 10wn   | State   |                                      |
| Mailing Address (if different)   |   |                                      |
| Mailing Address (if different)<br>Town:  | State:  | _ Zip Code:                          |
|  |   |                                      |
| Does your firm meet the following def  |   |                                      |
|  | YES 🗌 N   | 0                                    |
| A <b>minority business enterprise (MBE)</b><br>ownership by one or more minority perso<br>affairs of the business, has the power to<br>beneficial interests of the business. | on(s)* who exercise o   | operational authority over the daily |
| * Who is considered a minority? A person<br>has origins in the Iberian Peninsula, a we<br>the Americans with Disabilities Act - see  | oman, and an individ  | ual with a disability according to   |
| Date Business was first established:   | // Total Nur  | nber of employees                    |
| Type of Business <b>(Check only one)</b> Sole Proprietorship General Partnership Limited Liability Partnership Corporation Limited Liability Company (LLC)                   | Date Established<br>Date of Partnership<br>Date of Partnership<br>Date of Incorporatio<br>Date of LLC | /<br>>//<br>pn//                     |
| Number of years company has been own   | ned and managed by  | present owner:                       |
| Identify the Principal(s) and/or Officer(s)  | of the company:   |                                      |
| Name(s) of Present Principals/Titles   | 1   | <u>% of Ownership</u>                |

Please identify the category under which certification of your business enterprise is minority owned, woman-owned, veteran-owned or owned by a person(s) with a disability. Select one or more of the following categories:

A minority is a person who is a citizen or lawful permanent resident of the United States and who is included in one of the following categories:

| Minority Category          | <u>Gender</u> | <u>% of Ownership</u> |
|----------------------------|---------------|-----------------------|
| Black American             | M / F         | %                     |
| Hispanic American          | M / F         | %                     |
| Iberian Peninsula          | M / F         | %                     |
| Asian American             | M / F         | %                     |
| American Indians           | M / F         | %                     |
| Individual w/ a disability | M / F         | %                     |
| Woman (circle below)       | M / F         | %                     |
| Veteran (circle below)     | M / F         | %                     |

White > Black > Hispanic > Iberian Peninsula > Asian > American Indian

"The undersigned swears the forgoing statements are true and correct and including all material information necessary to identify and explain the operations of

\_ as well as the ownership thereof."

| Signatu | ure: |
|---------|------|
| Title:  |      |
| Date:   |      |

Corporate Seal (where appropriate)

### REQUEST FOR PROPOSALSS Investigative Research

# EXHIBIT C (7.1)

### SUBCONTRACTOR CERTIFICATION

It is hereby represented by the Subcontractor (undersigned) as an inducement to the Department of Housing to consider the participation as requested herein, that to the best of my knowledge and belief, no information or data contained in the application or in the attachments are in any way false or incorrect, and that no material information has been omitted, including the financial statements. It is also hereby stated that the undersigned will comply with all program requirements for any approved activity and that the organization and its principals are not suspended or debarred as defined in 24 CFR part 5 Subpart A of the Code of Federal Regulations. The undersigned agrees that banks, credit agencies, the Connecticut Department of Labor, the Connecticut Department of Revenue Services, the Connecticut Department of Environmental Protection, and other references are hereby authorized now, or any time in the future, to give the Department of Housing any and all information in connection with matters referred to in this response.

Certifying Representative

Type Name and Title:

Signature: \_\_\_\_\_

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