



**TOWN OF HAMDEN
CONNECTICUT
REQUEST FOR PROPOSALS**

RFP #24-11 DESIGN AND CONSTRUCTION OF YOUTH, ARTS, AND RECREATION CENTER

The Town of Hamden is inviting qualified design build firms to submit proposals to design and build a new Community Center building at 560 Newhall Street, Hamden CT. The Project involves the proposed conversion of the former Hamden Middle School Gymnasium Building¹. The Town of Hamden seeks a team of qualified professionals with relevant planning, design and construction experience and skills, the "Design-Build Team." The Town of Hamden intends to issue one contract to the selected design builder for the entire scope of work. The successful bidder shall provide a complete Community Center Building with all required appurtenances at no additional cost to the Town of Hamden.

This RFP and Addenda may be downloaded at <https://portal.ct.gov/DAS/CTSource/BidBoard>.

It is the sole responsibility of the responder to see that the proposal is delivered to the designated Town authority prior to the submission deadline.

There will be pre-bid meetings and walkthroughs of the site at 9:00 AM on April 4, 2024, and at 9:00 AM on April 11, 2024, at 560 Newhall Street Hamden, CT 06232. **Interested responders must attend one of the pre-bid meetings and walk-through sessions in order to be considered.**

The last day to submit questions to purchasing@hamden.com is **Friday, May 10, 2024, at 12:00PM.** **No questions will be accepted or responded to after the aforementioned deadline.**

Sealed proposals (**1 original and 6 hard copies and a Flash Drive**) must be received at the Finance Office, Hamden Government Center, 2750 Dixwell Avenue, Hamden, CT 06518, and be held in the Purchasing lock box, on or before **Thursday, May 16, 2024, at 11:00 AM.** at which time they will be publicly opened.

The Town of Hamden reserves the right to accept or reject any or all options, bids, or proposals; to waive any technicality in a bid or part thereof submitted, and to accept the bid deemed to be in the best interest of the Town of Hamden.

Philip W. Goodwin
Purchasing Agent

¹ The Town of Hamden issued a Request for Proposals for the investigation and design work to develop abatement and demolition plans for the former Hamden Middle School building. BL Companies was awarded the agreement to perform such work, which is currently underway. The Town has not yet determined whether renovation or demolition and build new is the appropriate course of action. The Town is issuing this RFP to assist it in making a final decision and so that the Town is able to compare each approach and will be ready to move forward with renovation as opposed to demolition of the gymnasium building. The Town reserves all rights to make this determination once the proposals are received.

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PURPOSE

The Town of Hamden is inviting qualified design build firms to submit proposals to design and build a new Community Center building at 560 Newhall Street, Hamden CT within the existing footprint of an existing building and on the existing foundation, with no disturbance to the foundation. The Project involves the conversion of the former Hamden Middle School Gymnasium Building. The Town of Hamden seeks a team of qualified professionals with relevant planning, design and construction experience and skills, the "Design-Build Team." The Town of Hamden intends to issue one contract to the selected design builder for the entire scope of work. The successful bidder shall design and build a fully functional Community Center Building in accordance with a modified AIA A141-2014 provided by the Town.

The Town of Hamden reserves the right to accept or reject any proposal. The Town of Hamden reserves the right to determine, in its sole discretion, which proposal provides the "best value" to the Town of Hamden and meets the Town's requirements as set forth within. The Design-Build Team must demonstrate that they, including all members of their team, have experience in the design and construction of Youth and Arts Center Buildings or community centers in similar size and scale to that which is being proposed. The Design-Build Team will be required to acquire all necessary permits for the project including, but not limited to, local Inland Wetlands, Planning / Zoning, and Building Department approvals. Local permit fees are waived for this project by the Town of Hamden. At this time no work outside the building except as may be specifically set forth herein is part of the proposal (e.g., no basketball or tennis courts).

SITE LOCATION

560 Newhall St.
Hamden, CT 06232

The property is owned by the Town of Hamden and is the former site of the former Hamden Middle School Gymnasium and Shop building.

BASIS OF DESIGN

The goal of the project is to renovate the existing structure and redevelop it into a new Community Center that is of simple design built within budget, easily maintained, and energy-efficient. The successful bidder shall provide a completed community center with handicap access and required appurtenances for occupancy at no additional cost to the Town of Hamden. The Town of Hamden and/or its designee is to approve all products, materials, and/or equipment provided as Equal/Equivalent, or as substitutions, to items listed within this scope of work and RFP. The

information that follows is intended to clarify specific requirements and design goals per the Town of Hamden.

1. Specifications

The following is a list of proprietary items and specs that must be met, or substitution approved:

- a. Heat Pump System for conditioned spaces minimum of 0 deg lowest ambient temperature.
- b. The fire Alarm System Conforms to the current Code using cellular monitoring.
- c. Telecom - Data Ports & Faceplates: Cat 6 cable with R/45 Jacks, as required/requested. At least one per occupied room excluding the lavatory and kitchen.
- d. Electrical Metering, Power Monitoring, and Transfer – GE or ASCO or similar by design.
- e. Main Distribution 400 Amp 120/ 240-volt 3 wire single phase GE Spectra Series Power Panelboard. 22K
- f. Secondary Sub Panel GE A Series panelboard 225 A 42 Cir Subpanel 22K Transfer Asco 300 series 400-amp 3 pole Service rated open transition ATS
- g. Locks will be keypad access Schlage CAM BE/FE series.
- h. All concrete will be air-entrained at 3500 psi or better.
- i. All slabs will be 3500 psi air entrained with fiber mesh reinforcement.
- j. Any rebar or wire used for reinforcement in concrete will be ASTM epoxy coated.
- k. The concrete floor and wall insulation will be Owens Corning Formular 250 R10 or equivalent XPS
- l. Walls will have 2x6 or better construction with sheathing to be Huber products Zip wall in an assembly that meets or exceeds an r20 rating. If spray foam is used it will be closed cell and of a hybrid type with spray and batting rather than full cavity spraying.
- m. All exterior trim, soffits, or boxouts will be vinyl, PVC, or similar in white and will not require painting or finish coatings for exterior use.
- n. Interior walls will have a rock wool batt insulation or other form of sound attenuation.
- o. Floor framing will be engineered for maximum spans and will be of a I/600 rating or better
- p. Windows will be double hung of a standard design Harvey Tribute specifications or better.
- q. 1x3 16 on center furring strip base for all ceiling drywall assemblies
- r. Blown insulation above ceilings, R60, borate-treated cellulose

2. General Notes

- a. It will be expected that the Design-Build Team Architect and Engineer of Record will stamp and seal all construction documents for permitting and review including truss designs.
- b. Existing Conditions:
 - i. The project location is located at 560 Newhall Street, Hamden CT. The real property has been subject to extensive environmental (soil and groundwater) investigations as part of the Newhall remediation project led

by the Connecticut Department of Energy and Environmental Protection ("DEEP") and, pursuant to a Consent Order, the property has been remediated². The remediation activities included excavation and the use of engineered controls (a cap) to prevent exposure to the underlying fill. The scope and extent of the engineered controls are set forth in an Environmental Land Use Restriction (ELUR) that has been placed on the property. As part of the ELUR, the building foundations are to remain intact unless released by CTDEEP. This proposal does not contemplate any disturbance to the foundation and it should remain intact. Please refer to the ELUR and Environmental Conditions Reports for additional information.

- ii. BL Companies has been retained by the Town to coordinate with DEEP pursuant to the ELUR and as necessary to oversee any site work that could impact the environmental conditions at the Site and/or require the temporary or permanent removal or modification of the ELUR. The Design-Build Team Architect and Engineer of Record shall coordinate with BL Companies as to the work to be performed, any subsurface areas to be disturbed and shall schedule the project construction in collaboration with BL as to any environmental conditions that are to be managed such that the Site remains in compliance with the ELUR and law. To the extent that any areas subject to the ELUR are to be disturbed, including the foundations or other caps/engineered controls such that any polluted soil is exposed, restoration shall occur in accordance with the DEEP requirements as determined by BL and/or DEEP,
 - iii. BL Companies has also been authorized to perform a Hazardous Building Materials Survey. The Design Build Team will review BL Companies Survey and incorporate and plan for abatement, encapsulation or removal of those materials as part of the design and renovation.
 - iv. BL Companies is charged with evaluating the existing conditions of the entire property. If warranted, and upon BL's recommendation, a depressurization system, vapor removal or mitigation system, or a liner may be a prudent installation at the time of redevelopment.
- c. Except for the any regulatory requirements imposed under the ELUR, the Proposer shall be responsible for obtaining all permits and approvals necessary for the renovation of the gymnasium building.

3. Proposal, Bidding and Contracting

- a. Delivery Method - The project will use a Design-Build delivery method, based on documents as attached in this RFP and as provided in response to this RFP.
- b. The Town of Hamden reserves the right to have a peer review of all Design and Construction Documents, including, but not limited to, Structural, Architectural,

² The property was the location of filling activities that occurred from the late 1800s-1950s. Much of the fill underlying the property is coal ash and waste generated by Winchester Repeating Arms (now the Olin Corporation). Consent Order SRD-128 obligated the Town, Olin Corporation, the State Board of Education (acting through DEEP) and the South Central CT Regional Water Authority ("RWA") to undertake remedial activities in the Newhall area by property parcel. RWA performed the investigation and remediation at the former Hamden Middle School.

Mechanical, Electrical, Plumbing and Fire Protection. Any costs associated with updating documents found to be incorrect in the review will be the responsibility of the Contractor/Design-Build Team.

Funding Requirements

American Resue Plan Act (ARPA) Funding Requirements

The funding for this project is from the Town's ARPA (American Rescue Plan Act) allocation from the U.S. Treasury. The funds for the town to pay for the services described in this proposal have been provided in accordance with the American Rescue Plan Act, Public Law No. 117-2 (March 11, 2021) ("ARPA"). All funding from ARPA (collectively, "ARPA Funds") may only be used to cover eligible costs incurred by the Town during the period that begins on March 3, 2021, and ends on December 31, 2026. The awarded contractor will be responsible for meeting all requirements set by the Treasury Department regarding State and Local Fiscal Recovery Funds ("SLFRF"). The Contractor and all subcontractors and suppliers of Contractor performing services and/or providing equipment or materials under the Contract shall be required to obtain a "Unique Entity ID #" (UEI#). The awarded contractor shall provide the town, the U.S. government, and any of their authorized representatives access to all books records of the Contractor that are pertinent to the Contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor shall maintain such books and records for a minimum of five (5) years after receipt of final payment under the Contract.

The Federal Uniform Guidance Procurement Standards (§ 2 CFR 200.300 et seq.) ("FUGPS") apply to this procurement and any contract awarded to a design builder in connection herewith.

Equal Employment Opportunity.

During the performance of the contract, the selected design builder agrees as follows:

(1) The design builder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The design builder will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such 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. The design builder agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The design builder will, in all solicitations or advertisements for employees placed by or on behalf of the design builder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The design builder will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in

furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the design builder's legal duty to furnish information.

(4) The design builder will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Architect's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The design builder will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The design builder will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the design builder's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the design builder may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The design builder will include the foregoing, including the provisions of paragraphs (1) through (8) of this section 12.2 in every subcontract, subconsultant agreement, or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor, subconsultant or vendor. The design builder will take such action with respect to any subcontract, subconsultant agreement, or purchase order as the Owner may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Compliance with the Copeland "Anti-Kickback" Act.

The design builder shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Agreement. The design builder shall insert in any subcontracts or subconsultant agreements the clause above and such other clauses as the Owner may by appropriate instructions require, and also a clause requiring the subcontractors/subconsultants to include these clauses in any lower tier subcontracts. The design builder shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Agreement, and for debarment as provided in 29 C.F.R. § 5.12.

Clean Air Act

The design builder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The design builder agrees to report each violation to the Town of Hamden and understands and agrees that the Town of Hamden will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office. The design builder agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

Federal Water Pollution Control Act

The design builder agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The design builder agrees to report each violation to the Town of Hamden and understands and agrees that the Town of Hamden will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office. The design builder agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

§Suspension and Debarment

This Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Architect is required to verify that none of the design builder's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The design builder must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the Town of Hamden. If it is later determined that the design builder did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the Town of Hamden, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The design builder agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C throughout the term of this Agreement. The design builder agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

design builder shall file the required certification. design builder certifies to the Owner that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. design builder shall require the foregoing certification from each of its subcontractors/subconsultants. design builder and its subcontractors/subconsultants shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from design builder to Owner who in turn will forward the certification(s) to the federal awarding agency. The certification shall be in the form proscribed by Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying.

State of Connecticut Community Investment Fund (CID) Funding Requirements CIF.

The funding for this project is from the Town's award from the State Department of Economic and Community Development (DECD) Community Investment Fund 2030. The awarded contractor will be responsible for meeting all requirements set by DECD regarding the Community Investment Fund 2030. The awarded contractor shall comply with all applicable State and Federal laws and municipal ordinances including, but not limited to, (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Code of Ethics and (2) Title 4a concerning state purchasing.

Community Development Block Grant (CDBG) Funding Requirements

The funding for this project is from the Town's Community Development Block Grant (CDBG) program from the U.S. Department of Housing and Urban Development (HUD). The awarded contractor will be responsible for meeting all requirements set by HUD regarding the Community Development Block Grant program. The Contractor and all subcontractors and suppliers of Contractor performing services and/or providing equipment or materials under the Contract shall be required to obtain a "Unique Entity ID #" (UEI#). The awarded contractor shall provide the town, the U.S. government, and any of their authorized representatives access to all books records of the Contractor that are pertinent to the Contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor shall maintain such books and records for a minimum of five (5) years after receipt of final payment under the Contract.

Project Schedule Assumptions

The funding associated with this construction requires that the renovation of the building be completed no later than October 31, 2026. All proposed construction related activities and purchases associated with the project must be completed, approved and invoiced on or before October 31, 2026. Unless otherwise approved in writing by the Town of Hamden, no approvals or payments for eligible activities will be made after October 31, 2026.

Key Dates

Task	Due Date
RFP Release Date	March 20, 2024
Pre- Bid Meeting #1 (a)	April 4, 2024 (9:00 am – 11:00 am)
Pre-Bid meeting #2 (a)	April 11, 2024 (9:00 am – 11:00 am)
Last Day for RFP Questions	May 10, 2024
RFP Responses Due Date	May 16, 2024
RFP Responses Public Opening Date	May 16, 2024
Estimated Interviews with Selected Respondents	June 2024
Conditional Contract Award Date	June 2024
Legislative Council Approval Target Date	September 2024
Construction Contract Execution Target Date	December 2024
Construction Completion Date / Final Invoice Submission Date	October 31, 2026

- (a) Interested parties must attend **one** of the two mandatory pre-bid meetings.
- (b) Respondents will also have the opportunity to inspect the site by appointment during normal operating hours (8:30 AM to 3:00 PM Weekdays Monday- Thursday). The Design-Build Team will be responsible for any assumptions made regarding the site for the work to be performed. ***For an appointment, please contact Sharon Regan at 203.287.7036 or by email at sregan@hamden.com.***

ATTACHMENTS

The Town has attached the following documents as reference materials to complete the RFP response.

- Exiting Schematic plans for the property – Exhibit A
- Existing Conditions Photos -Exhibit B
- Non-Architectural Floor Plan Concepts – Exhibit C

The Town is also providing the following links to studies, assessments, and plans that have previously been completed for the property. Please note that some of the studies include the former Middle School Building.

- [2013 BL Building Assessment Report for old HMA Including Appendices](#)
- [BL Companies-Environmental Conditions Assessment Report-Former MS](#)
- [BL Companies-Environmental Study-Former Middle School](#)
- [Environmental Land Use Restriction - 560 Newhall St](#)
- [Environmental Land Use Restriction A.2 - 560 Newhall St](#)
- [HamdenNewhallPHAfactsheetpdf](#)
- [SCCRWA HMS - FINAL Phase I and II RAR](#)
- Boy's and Girl's Club of Hamden Concept Plans (2009)

SITE CONDITIONS

The Design-Build Team shall be responsible for reconnecting the following utilities (as required per the final design) to the new building and connecting to the new Community Center Building:

1. Electrical
2. Gas
3. Water
4. Storm Sewer Relocation/Extension

SCOPE OF WORK and DESIGN REQUIREMENTS

The Scope of Work consists of the complete renovation of the existing gymnasium building and classroom spaces and the purchase and installation of all applicable furniture, fixtures, and equipment associated with the project. The project scope work shall include, but is not limited to: sitework, bituminous and concrete paving, concrete, standard framing, roofing, doors and frames, kitchen mechanical connections, flooring, miscellaneous carpentry, interior finishes, exterior finishes, electrical, mechanical, heating, ventilation, air conditioning (HVAC), elevators and plumbing.

The current building is approximately 23,000square feet. It is a two (2) story building with a masonry and metal panel exterior. The roof has twenty-floor skylights. The first floor currently has five (5) classroom spaces and boys and girls locker rooms (with restroom and showers). There is a small lobby area and one elevator. The second floor has a larger gym space and two smaller auxiliary gyms. There is also an electrical/ mechanical room, elevator, and elevator lobby on the second floor.

The building has not been in operation since 1997. All of the electrical, plumbing, and other fixtures have been removed from the building. The majority of the windows on the first floor have been broken and/or damaged and the building is open to the elements. The building also includes furniture, equipment, and materials from prior use.

The mechanical system of the gymnasium building was connected to the former Hamden Middle School physical plant. The renovated facility will have its own independent mechanical and HVAC system which will have to be designed and installed as part of this scope of work.

The project should be designed with readily available materials rather than special order or specialty items. There will be gender neutral bathrooms, a community kitchen space, several meeting areas, a gym, performance spaces, and classroom spaces.

Exterior

The exterior of the building is a combination of masonry and metal paneling that is original to the building. The conceptual design assumes restoration of the original masonry works with window and door replacements and that the existing metal panels will remain on the building. The selected Team will be evaluated and recommend if any repairs or replacement are required.

The Design-Construction Team will complete an evaluation of the roof and provide the Town with recommendations for repair or replacement.

The conceptual design also calls for creation of a new entrance and elevator lobby area. The proposed single-story addition represents the only “new construction” element of the proposed project. The addition will be used to establish a new entrance from Newhall Street, to create a foyer area, expand the existing elevator lobby and create new bathroom spaces.

The conceptual design of the building also assumes the creation of a new rear entrance and hallway. While the entrance will not be considered the main entrance into the facility is expected to be the primary entrance into the building for employees, kids, and other individuals using the building.

The Town would like consideration to be given to creating a walkway along the Western and Southern facing sides of the building (facing the former middle school building). The walkway would take guests from the rear of the building to the new entrance area. The pathway would be landscaped and have attractive lighting. Landscape spaces would also be accessible from the lounge area and program spaces located on that side of the building.

Interior Improvements

The Town is looking to re-establish the first floor of the building as program and administrative office space. The conceptual plans calls for the development of four (4) dedicated program spaces. While the intent is for all of the identified spaces to be multi-use areas, one program area/classroom space) will be designed as an arts/science lab and will have sinks and other appropriate elements installed accordingly. As proposed there will be three (3) other Program Spaces on the 1st floor and a Necessities Room that will include commercial laundry equipment.

The area that formerly housed the girl's and boys' locker room and shower areas are proposed to be converted into the following spaces.

- Community Kitchen Area, with a separate pantry area
- Office Space with a conference room and offices for staff
- Lounge / Reading / Study Space adjacent to the kitchen area

The first floor plan also calls for the creation of a rear entrance to the building, and the construction of a one-story addition in front of the building which will be the new front entrance to the space. This addition will also include new bathrooms.

The second floor of the building is currently made up of 3 gym areas, storage areas, the elevator lobby, and two offices. The conceptual plan for the 2nd floor includes the creation of a black box theater space in one of the gym spaces, the construction of new male, female, and/or gender-neutral bathrooms (there are no bathrooms on the 2nd floor currently), and new mechanical room and storage spaces.

The plan also contemplates reducing the size of the main gym and adding meditation/yoga and workout rooms to the space. The elevator lobby area and office spaces remain in their current configuration.

Local Requirements

The design and construction of the Youth, Arts & Community Center Building must conform to all current state and local codes, standards, and regulations effective at the time of construction. . The Design-Build Team shall at all times observe and comply with all laws, ordinances, and regulations of the federal, state, and local governments, which may in any way affect the preparation or the performance of the contract.

The Design-Build Team shall demonstrate to the Town of Hamden that they have the expertise to design, build, and complete the entire Community Center Building according to the design requirements as outlined herein.

The Town of Hamden ,will rely primarily on the expertise of the Design-Build Team to meet and exceed all minimum requirements. Duties shall include, but not be limited to:

A. Pre-Construction & Design

- a. Review existing site conditions and identify issues.
- b. Provide budget estimates through major design phases.
- c. Develop schedule/phasing plans.
- d. Provide value-based engineering services where needed on the structure.
- e. Identify and recommend options for long lead items.
- f. Attend required meetings.
- g. Provide preliminary Design-Build Schematic Design architectural, plumbing, electrical, mechanical, structural, and fire protection design/drawings;
and comments on Value Engineering options for materials, schedules, or processes.
- h. Work with Town on any additional site plan and site solutions as needed.

B. Construction

- a. Oversees and directs all construction-related activities.
- b. Develop and maintain a master schedule, safety reports, and logs
- c. Hold meetings, as needed, with subcontractors, designer(s), and the Town of Hamden representatives and be responsible for taking and distributing detailed notes to control the schedule.
- d. Prepare and issue subcontractor bid information.
- e. Produce written weekly reports on status and progress and submit them to the Town of Hamden
- f. Control costs and issue reports, payment requisitions, and lien waivers
- g. Obtain all applicable permits.
- h. Issue punch list and oversee resolution of any outstanding issues.

C. Project Close-out

- a. Upon project completion, provide the Town of Hamden with one complete set of as-built documentation in AutoCAD version 2016 or higher as well as a pdf record set.
- b. Provide the Town of a close-out package with all manuals, warranties, etc.
- c. Provide the Town a copy of all inspections, permits, affidavits, etc. within 24 hours of receipt or 1 (one) working day.

Protection of Work and Property

Successful bidders shall be responsible for the protection of their equipment and materials against theft, damage, or deterioration on the site.

Statement of Qualifications

Interested Firms should submit a Statement of Qualifications that documents their qualifications and experience to perform the required services. At a minimum, the Statement of Qualifications should include the following items:

Firm Background and Project Team

Provide a background of the Lead Firm (and any sub consultant Firms). Identify the following:

1. Firm Background and Organization Structure
2. Design-Build Team members shall be licensed for contracting and design (architecture and/or engineering) in the State of Connecticut.
3. Proposed Project Team (including sub-consultant firms);
 - a. Identify Project Team's organizational structure(s), permanent main addresses, dates firms were organized, and legal form of ownership. If a corporation, indicate where incorporated. How many years have you been engaged in the services you provide under your present name?
 - b. Resumes of the proposed Project Manager, and any other individuals related to the needs of this project, with background and experience related to similar projects completed.

Design-Build Team Experience

Please respond to the following questions:

- A. Have you ever failed to complete any work awarded to you? If so, where and why?
- B. Have you ever defaulted on a contract? If so, where and why?
- C. Is there any pending litigation that could affect your organization's ability to fulfil this agreement? If so, please describe.
- D. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.
- E. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
- F. During the past seven years, has your firm or any of its principles ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
- G. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the Town of Hamden should be aware?

Bid Proposal Requirements and Deliverables

Each Design-Build Team shall return 1 (one) original and 6 (six) copies as well as an electronic copy on a flash drive of all bid documents encompassing the proposal sheet entitled "Bid Proposal Form", the Statement of Qualifications, and the completed Project References form.

Each bid proposal must be signed by an authorized agent of the bidder.

Successful bidders will be required to obtain all required governmental approvals following the award of a contract with the Owner.

Further, each Design-Build Team shall submit with their Bid Proposal the following minimum deliverables in 7 (seven) hard copies and a pdf file, to the Town of Hamden so that their design can be fully understood and evaluated.

1. Floor plan and elevations (two minimum), to scale, to a schematic design level of the proposed construction with construction materials indicated.
2. Typical wall section at a scale appropriate to indicate construction techniques, building materials, and insulation values.
3. Site plan to a schematic design level including access points, circulation, zoning setback requirements, etc.
4. Cost estimate in CSI format indicating subtotal costs for each division and total hard costs (construction and sitework) for a “turnkey” product deliverable to the Town of Hamden.
5. Project schedule that indicates all completion dates for construction documents, approvals, construction, and occupancy.
6. Outline specifications indicating all planned construction materials.

Contract

The Town of Hamden intends to enter into a contract with the successful Design-Build Team. The form of contract will be a modified AIA Document A141 Form of Agreement Between Owner and Design-Builder”, 2014 edition, as modified by the Town. By submitting a proposal in response to this RFP, proposers acknowledge and agree that if awarded a contract, they shall execute the contract provided by the Town, without alteration or modification, within five (5) business days of receipt thereof. Failure to execute the contract without alteration or modification within such five-day period shall entitle the Town, at its sole option, to disqualify the proposer.

The contract will include all labor and materials, tools and equipment and services required for proper performance of the work as indicated hereinafter and as may be required for proper completion of the work in accordance with their Bid Proposal Form and deliverable documents and with the highest standards of the trades involved.

Warranty / Guarantee

The Design-Build Team and each Subcontractor shall warranty / guarantee that all materials and workmanship furnished and / or supplied for the construction of the Community Center shall be free from original defects or against injury from proper and usual wear when used for intended purposes for one (1) year after the date the Town of Hamden signs for the project Acceptance. Where warranties are provided by the supplier / manufacturer for longer terms, such longer terms shall apply from the date the Town of Hamden signs for the project Acceptance.

Evaluation Criteria

The following specific criteria are expected to be among those utilized in the selection process. They are presented as a guide for the proposer in understanding the Town's requirements and expectations for this project and are not necessarily all-inclusive or presented in order of importance.

1. The background, experience, demonstrated success and expertise of the Proposer in providing similar design build services, including the level of experience and track record in working with other Connecticut municipalities of similar size on comparable projects, and the quality of services performed.
2. The Proposer's responsiveness and compliance with the RFP requirements and conditions to provide the services requested.
3. A review of references provided with the Proposal, including evaluation of key performance indicators relative to the execution and administration of prior contracts on similar projects.
4. Competitiveness of proposed fee. The Town reserves the right to negotiate fees with the selected Proposer.

References

All responders must provide three (3) references. All references must include the following information for consideration.

Business Name:
Business Address:
City, State
Contact Person:
Title:
Phone Number:
Email Address:
Project Name:

Compensation and Payments

The Town of Hamden and the selected Design-Build Team will enter into a Guaranteed Maximum Price Contract (GMP) contract to complete the renovation of the proposed Youth, Arts and Recreation Center. The payment of any eligible payments shall be defined in Section 2 of modified AIA Document A141 contract documents. The Town of Hamden will pay all invoices within thirty days of receipt of all approved invoices.

ID#: 24-59569 Connecticut Department of Labor
Wage and Workplace Standards

Project Number: 24-11 Project Town: Hamden
State#: FAP#:
Project: Design and Construction of Youth, Arts, and Recreation Center

CLASSIFICATION	Hourly Rate	Benefits
1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. **See Laborers Group 7**		
1c) Asbestos Worker/Heat and Frost Insulator	45.56	32.65
2) Boilermaker	46.21	29.35
3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	41.11	34.65 + a
3b) Tile Setter	37.1	30.52
3c) Tile and Stone Finishers	30.0	25.30
3d) Marble & Terrazzo Finishers	31.07	24.23
3e) Plasterer	42.77	29.63

-----LABORERS-----

4) Group 1: General laborers, carpenter tenders, concrete specialists, wrecking laborers and fire watchers.	33.5	25.59
4) Group 1a: Acetylene Burners (Hours worked with a torch)	34.5	25.59
4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman (Person running mixer and spraying fireproof only).	33.75	25.59
4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	34.0	25.59
4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80.	34.5	25.59
4d) Group 5: Air track operator, sand blaster and hydraulic drills.	34.25	25.59
4e) Group 6: Blasters, nuclear and toxic waste removal.	36.5	25.59
4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).	36.5	25.59
4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.	31.78	25.59
4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.	31.24	25.59
4i) Group 10: Traffic Control Signalman	20.1	25.59

As of: March 17, 2024

4j) Group 11: Toxic Waste Removers A or B With PPE	36.5	25.59
5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers.	37.61	27.61
5a) Millwrights	40.56	28.87
6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	42.6	33.21+3% of gross wage
7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	64.01	39.19+a+b
-----LINE CONSTRUCTION-----		
Groundman	26.5	6.5% + 9.00
Linemen/Cable Splicer	48.19	6.5% + 22.00
8) Glazier (Trade License required: FG-1,2)	41.18	24.55 + a
9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	42.37	40.02 + a
-----OPERATORS-----		
Group 1: Crane Handling or Erecting Structural Steel or Stone; Hoisting Engineer (2 drums or over). (Trade License Required)	52.78	27.80 + a
Group 1a: Front End Loader (7 cubic yards or over); Work Boat 26 ft. and Over	48.37	27.80 + a

Group 2: Cranes (100 ton rate capacity and over); Bauer Drill/Caisson. (Trade License Required)	52.41	27.80 + a
Group 2a: Cranes (under 100 ton rated capacity).	51.51	27.80 + a
Group 2b: Excavator over 2 cubic yards; Pile Driver (\$3.00 premium when operator controls hammer)	48.0	27.80 + a
Group 3: Excavator; Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Finegrade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	47.1	27.80 + a
Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper); Goldhofer.	46.64	27.80 + a
Group 5: Specialty Railroad Equipment; Asphalt Spreader, Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24 mandrel).	45.92	27.80 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	45.92	27.80 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	45.55	27.80 + a
Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under mandrel).	45.14	27.80 + a
Group 8: Mechanic; Grease Truck Operator; Hydroblaster; Barrier Mover; Power Stone Spreader; Welding; Work Boat Under 26 ft.; Transfer Machine; Rigger Foreman.	44.67	27.80 + a
Group 9: Front End Loader (under 3 cubic yards); Skid Steer Loader regardless of attachments; (Bobcat or Similar); Forklift, Power Chipper; Landscape Equipment (including Hydroseeder); Vacuum Excavation	44.14	27.80 + a

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Truck and Hydrovac Excavation Truck (27 HG pressure or greater).

Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	41.69	27.80 + a
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Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	41.69	27.80 + a
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Group 12: Wellpoint Operator.	41.61	27.80 + a
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Group 13: Compressor Battery Operator.	40.92	27.80 + a
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Group 14: Elevator Operator; Tow Motor Operator (solid tire no rough terrain).	39.54	27.80 + a
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Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	39.06	27.80 + a
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Group 16: Maintenance Engineer.	38.28	27.80 + a
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Group 17: Portable Asphalt Plant Operator; Portable Crusher Plant Operator; Portable Concrete Plant Operator; Portable Grout Plant Operator; Portable Water Filtration Plant Operator.	43.46	27.80 + a
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Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (Minimum for any job requiring a CDL license); Rigger; Signalman.	40.54	27.80 + a
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-----PAINTERS (Including Drywall Finishing)-----

10a) Brush and Roller	37.62	24.55
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10b) Taping Only/Drywall Finishing	38.37	24.55
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10c) Paperhanger and Red Label	38.12	24.55
10e) Blast and Spray	40.62	24.55
11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	48.28	35.50
12) Well Digger, Pile Testing Machine	37.26	24.05 + a
Roofer: Cole Tar Pitch	44.5	23.30 + a
Roofer: Slate, Tile, Composition, Shingles, Singly Ply and Damp/Waterproofing	43.0	23.30 + a
15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	41.89	43.22
16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	48.28	35.50
-----TRUCK DRIVERS-----		
17a) 2 Axle, Helpers	32.16	30.51 + a
17b) 3 Axle, 2 Axle Ready Mix	32.27	30.51 + a
17c) 3 Axle Ready Mix	32.33	30.51 + a
17d) 4 Axle	32.39	30.51 + a
17e) 4 Axle Ready Mix	32.44	30.51 + a

17f) Heavy Duty Trailer (40 Tons and Over)	34.66	30.51 + a
17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	32.44	30.51 + a
17h) Heavy Duty Trailer up to 40 tons	33.39	30.51 + a
17i) Snorkle Truck	32.54	30.51 + a
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	47.55	32.27 + a
19) Theatrical Stage Journeyman	25.76	7.34

Welders: Rate for craft to which welding is incidental.

**Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.*

***Note: Hazardous waste premium \$3.00 per hour over classified rate*

Crane with 150 ft. boom (including jib) - \$1.50 extra

Crane with 200 ft. boom (including jib) - \$2.50 extra

Crane with 250 ft. boom (including jib) - \$5.00 extra

Crane with 300 ft. boom (including jib) - \$7.00 extra

Crane with 400 ft. boom (including jib) - \$10.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.

Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.

The annual adjustments will be posted on the Department of Labor's Web page:

www.ct.gov/dol. For those without internet access, please contact the division listed below.

The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.

All subsequent annual adjustments will be posted on our Web Site for contractor access.

Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

As of: March 17, 2024

As of: March 17, 2024

EXHIBIT A: EXISTING FLOOR PLANS

560 Newhall Street, First Floor

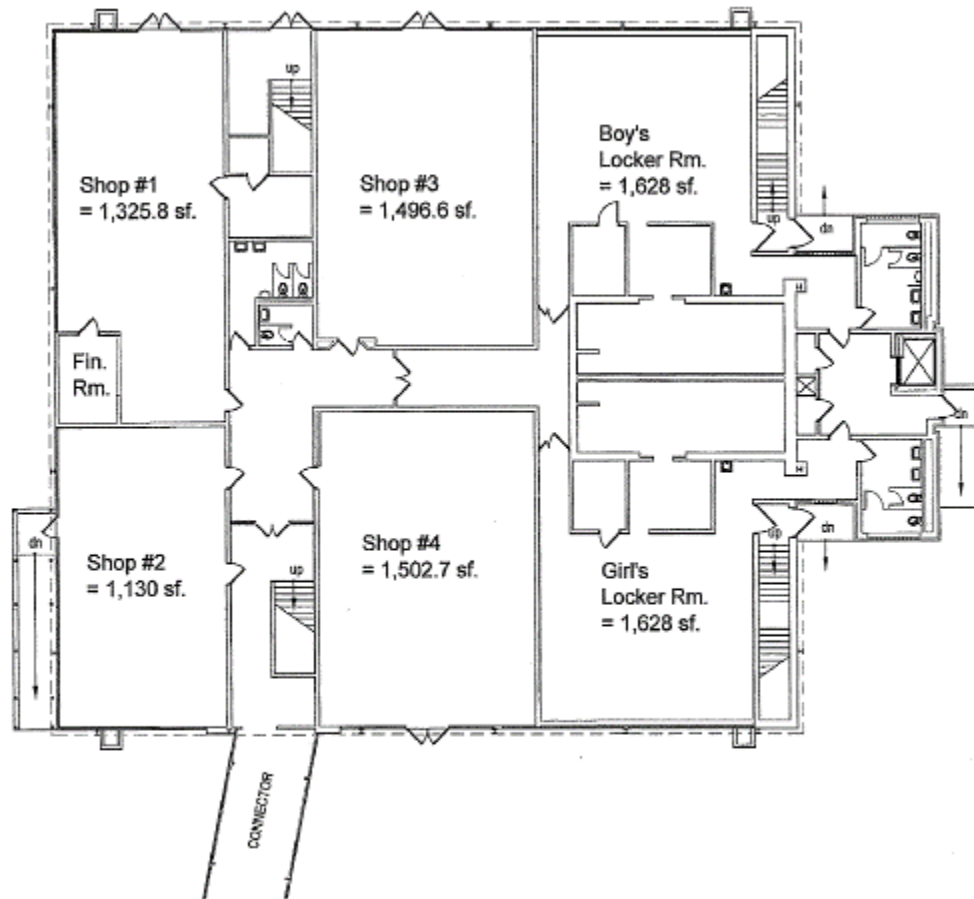


Exhibit A: EXISTING FLOOR PLANS

560 Newhall Street, Second Floor

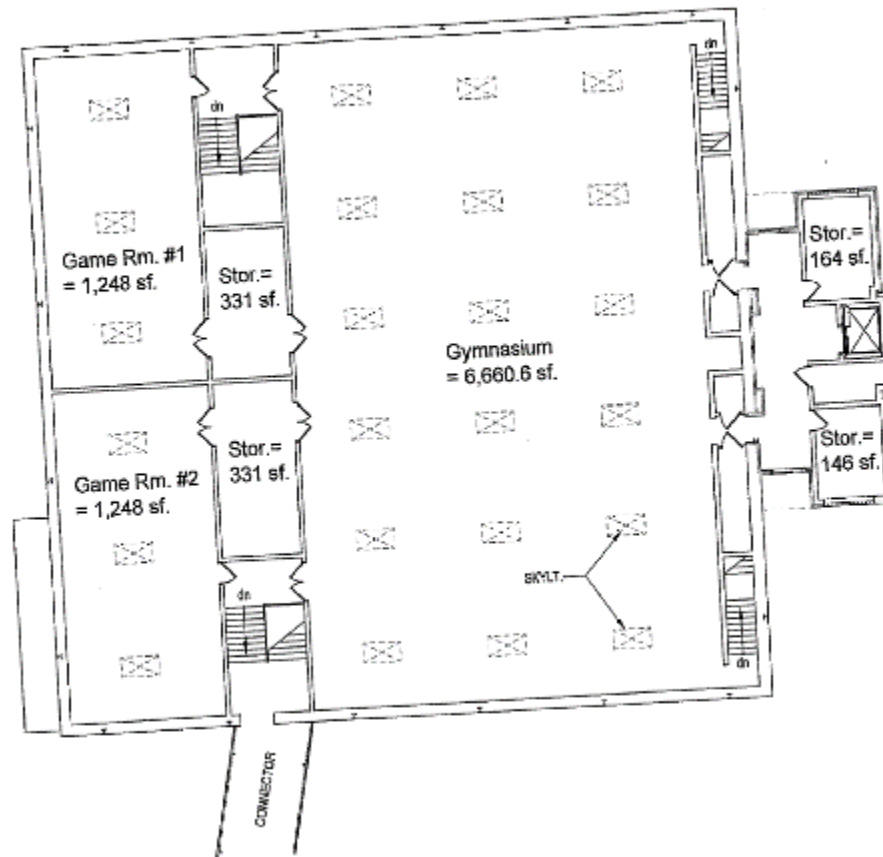


EXHIBIT B: EXISTING CONDITIONS

Site Photographs







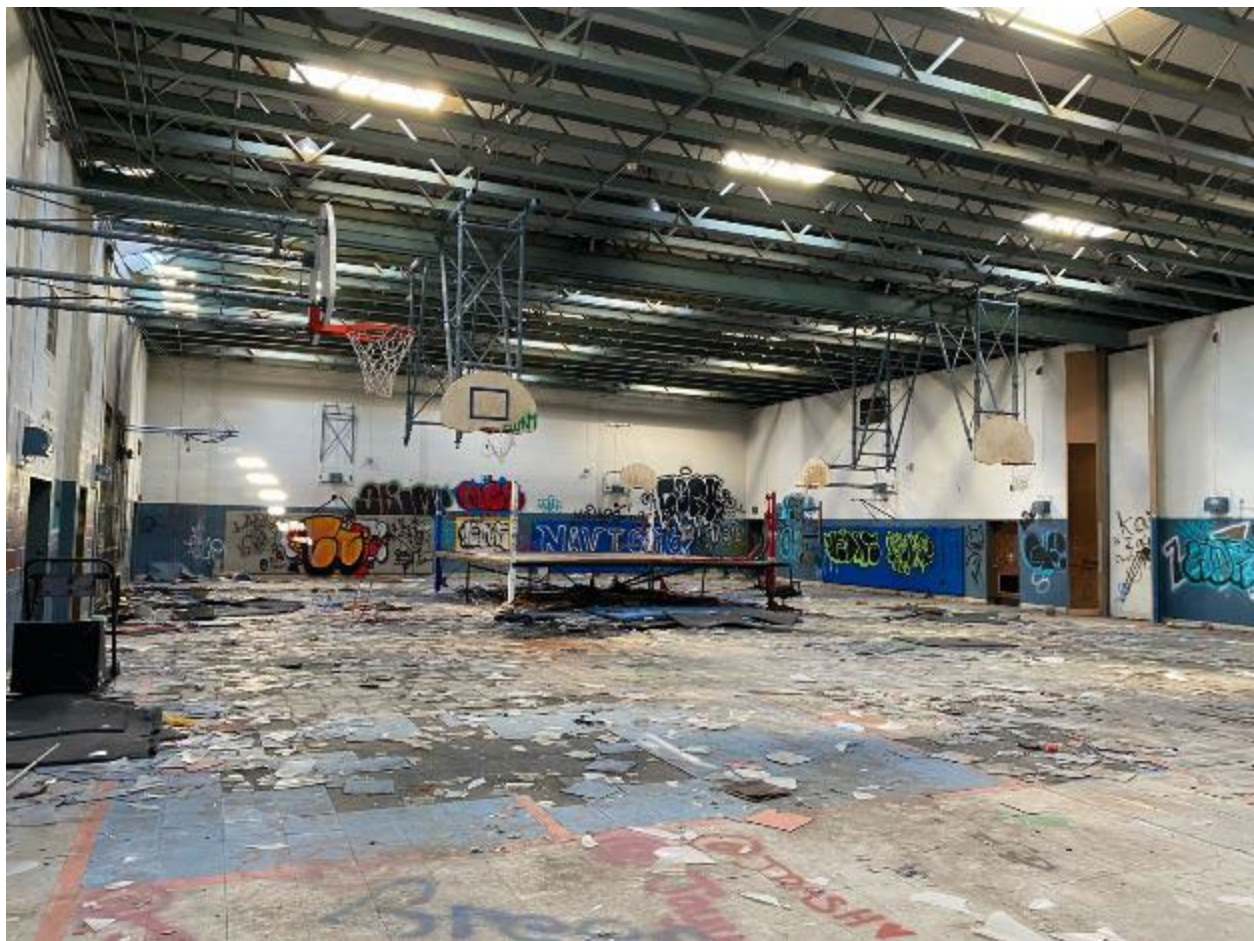










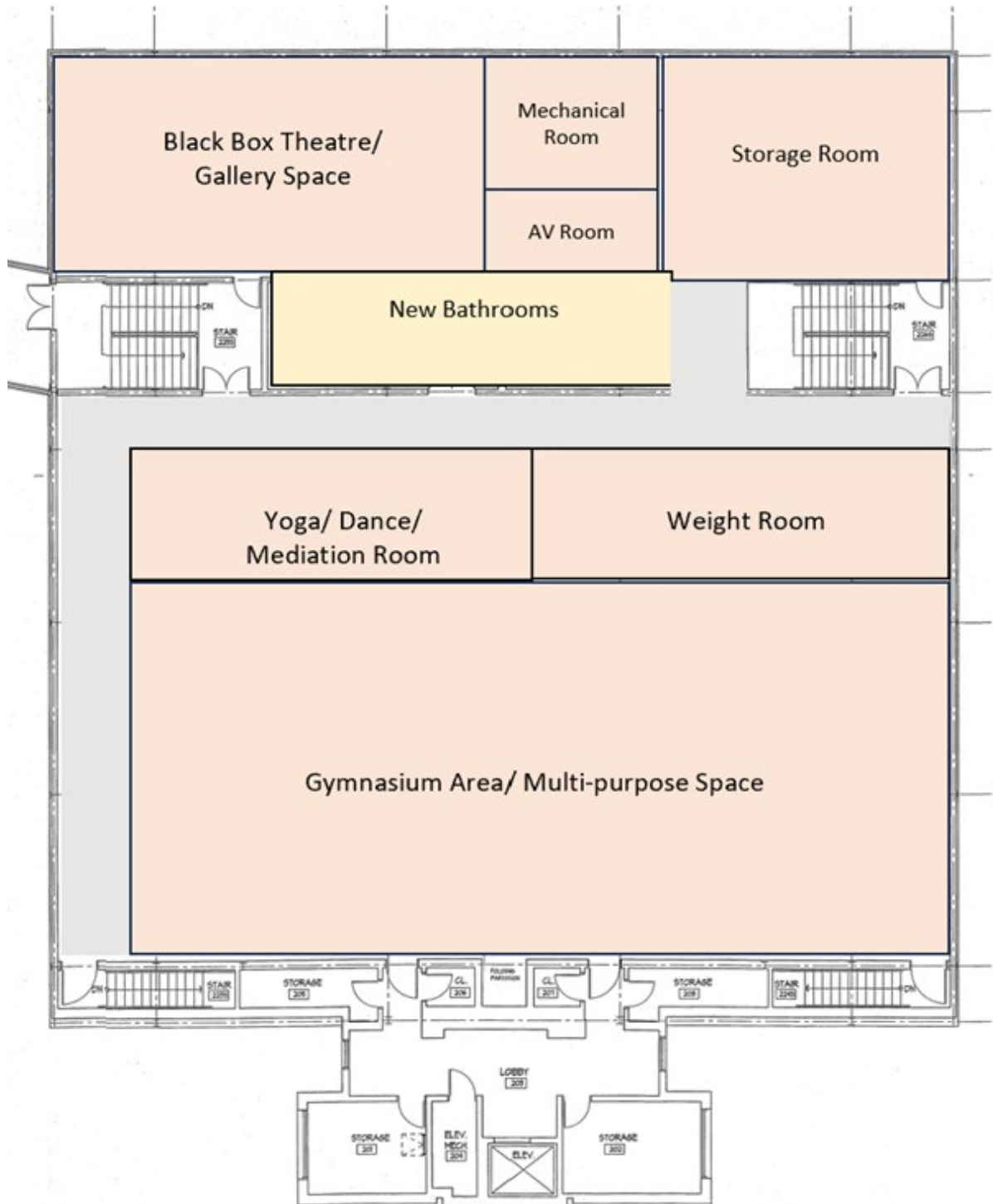
EXHIBIT C: NON-ARCHITECTURAL CONCEPT PLANS

FIRST FLOOR



EXHIBIT C: NON-ARCHITECTURAL CONCEPT PLANS

SECOND FLOOR



TOWN OF HAMDEN

GENERAL REQUEST FOR PROPOSAL SPECIFICATIONS -- PART A

Proposals shall be made on the RFP forms furnished by the Town, without alteration. Proposals shall be submitted in a sealed envelope, stating on the outside of the envelope the words "RFP DOCUMENTS", the Town's RFP number, the title of the Project, the title of the RFP package for which a RFP is being submitted, and the time and date of the RFP opening.

All Responders shall provide Single sided (one original and six copies) and one electronic copy of your RFP unless otherwise specified.

Proposals received after the RFP opening deadline shall be rejected. All spaces on the RFP form must be filled in with figures and words or the Town, in its sole discretion, may reject the Proposal as non-responsive. No faxed or emailed Proposals are allowed.

Applicable If Checked

☐ **RFP SECURITY:** If a security of a certified check or bid bond for 5% of the total is requested, such Security will be returned upon signing of the contract. Checks or bonds must be made to the order of the "Town of Hamden". Security may be held by the Town of Hamden for a period not to exceed 90 days from the date of the opening of the proposals for the purpose of reviewing the proposals. A separate Security must accompany each proposal presented. This is only when a Security is requested in the Proposal Specifications

☐ **LIQUIDATED DAMAGES:** The successful bidder, upon his/her/its failure or refusal to sign the contract within five (5) business days of receipt of the contract from the Town, shall forfeit to the Town as liquidated damages for such failure or refusal an amount equal to the security deposited with his/her Proposal.

The Town may make such investigations and conduct such scope reviews as deemed necessary by the Town in order for the Town to determine the ability of the Responder to perform the work and the Responder shall promptly, upon the Town's request, furnish to the Town all such data for this purpose. The Town expressly reserves the right to reject a Proposal if, in the Town's sole discretion, the Town determines that an RFP is non-responsive, a Responder is not responsible, a Responder is not qualified to perform the work, or the Town otherwise determines that the award of a contract to the Responder is not in the best interest of the Town. Conditional RFPs will not be accepted.

SUBCONTRACTORS: The Responder is specifically advised that any person, firm or other party to whom Responder intends to award a subcontract or purchase order must be acceptable to the Town and that approval of the proposed subcontract award cannot be sought from the Town unless and until the successful Responder submits all information and evidence to the Town regarding the qualifications, experience and responsibility of the proposed subcontractor. Although the Responder is not required to attach such information to its Proposal, the Responder is hereby advised of this requirement so that it may plan accordingly and prevent delays.

MODIFICATION: Any Responder may modify his/her/its Proposal prior to the scheduled deadline for receipt of Proposals. See paragraph one above.

The Responder wishing to modify its Proposal shall submit such modified Proposal in accordance with paragraph one above, shall unequivocally indicate that its prior Proposal is superseded by the modified Proposal and shall submit its modified Proposal in an envelope clearly marked **"MODIFIED PROPOSAL"**.

ERRORS: The Town, in its sole discretion, reserves the right to waive typographical or technical defects in the Proposal, as well as its right to correct an award erroneously made as a result of a clerical error on the part of the Town of Hamden.

PERMITS/LICENSES: All applicable permits and licenses shall be obtained at the sole cost of Responders. No permits or permit fees shall be waived by the Town unless otherwise stated in the Town's Request for Proposal or Instructions to Responders.

OBLIGATIONS OF RESPONDER: Each Responder shall, prior to submitting a Proposal, familiarize itself with the conditions under which the work will be performed and conduct its own due diligence. Responders shall be presumed to have read and to be thoroughly familiar with the specifications and all RFP documents. The failure of any Responder to request, receive or examine any information or the failure of the Responder to familiarize itself with the conditions relating to the performance and timing of the work shall in no way relieve any Responder from any obligation in respect to the Proposal and shall not subject the Town to any liability whatsoever.

Furthermore, the Responder is responsible for being aware of and conforming in all respects to all existing Federal, State of Connecticut, and Town of Hamden Statutes, Ordinances, Regulations, laws and other legal applicable legal requirements, regardless of whether any such applicable requirements are specifically identified in the RFP documents.

WITHDRAWAL OF PROPOSALS: Proposals may be withdrawn prior to the time fixed for opening by submitting written notification of withdrawal to the Town prior to the RFP opening deadline.

Negligence or mistake on the part of the Responder in preparing the Proposal confers no right of withdrawal or modification of the Proposal after such Proposal has been opened.

"OR EQUAL" CLAUSE: Whenever a material, article or piece of equipment is identified in the RFP document by reference to manufacturers' or vendors' names, trade names, catalog numbers, etc., it is intended to establish a standard, unless otherwise stated; any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design may be considered equally acceptable if, in the opinion of the Town, the material, article, or equipment so proposed is of equal substance and function. Any substitutions must be approved in writing by the Purchasing Agent or his designee, who shall have sole discretion to determine the acceptability of the proposed substitute.

PATENTS: The contractor shall indemnify, defend and hold harmless the Town and its officers, agents, and employees from and against liability and costs of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Town unless otherwise specifically stipulated in the contract or RFP documents.

NON-COLLUSIVE RFP STATEMENT: All Responders shall be required to sign the non-collusive statement attached.

FUNDING: The municipal non-appropriation clause may be applicable.

Applicable if checked.



PERFORMANCE AND ☒ **PAYMENT BONDS:** To ensure the delivery of goods and services in conformity with the specifications provided and payment of all subcontractors and suppliers,

Responders shall provide payment and performance bonds for any project (1) which is governed by Connecticut's Little Miller Act, C.G.S. §49-41 or (2) for which the Town requires the provision of payment and performance bonds. Successful Responders shall provide the Town with payment and performance bonds, at the Responder's expense, each for the full amount of the contract awarded.

The Town shall be the Obligee under each bond and the bonds shall be issued by a company authorized to conduct surety business in the State, listed on the U.S. Department of the Treasury's List of Approved Sureties and subject to approval by the Town.



INSURANCE: The contractor will provide adequate proof of insurance to the Town for the types of insurance and limits indicated below, providing for all of its operations performed in compliance with this contract.

The successful Responder shall obtain and pay for the insurance coverage described below with the indicated minimum limits. Responders agree to furnish Certificates of Insurance to the Town and/or its Board of Education, certifying coverage to be in effect for the term of this contract and that the Town and/or Board of Education will be given sixty (60) days prior written notice of cancellation or non-renewal.

These requirements if checked also apply to any subcontractor or common carrier used by the Responder.



I. WORKERS COMPENSATION

a) Connecticut	Statutory Limits
b) Applicable Federal	Statutory Limits
c) Employer's Liability	\$100,000 per Accident
	\$100,000 Disease per Employee
	\$500,000 Policy Limit



II. COMMERCIAL GENERAL LIABILITY

Bodily injury and Property Damage	
Each Occurrence	\$1,000,000
Fire Damage	\$ 100,000
Medical Expense	\$ 5,000
Personal Injury/Advertising	\$ 1,000,000
General Aggregate	\$ 3,000,000
Products & Completed Operations Aggregate	\$ 1,000,000

Coverage to include Premise-Operations, Contractors Protective Liability, Products & Completed Operations, Explosion, Collapse & Underground, Contractual Liability, & Broad Form Property Damage.



III. BUSINESS AUTOMOBILE LIABILITY (including owned, hired & non-owned vehicles)

Liability (Combined Single Limit)	\$1,000,000
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(If hazardous material or potential pollutants are transported, MCS90 – Accidental Pollution coverage is required)



IV. UMBRELLA/EXCESS LIABILITY (If required)

Liability Limit – Each Occurrence over primary	\$3,000,000
Self-Insured retention	\$10,000

- | | | | |
|-------------------------------------|-------|---|--|
| <input type="checkbox"/> | V. | RAILROAD PROTECTIVE LIABILITY (If required) | |
| | | Bodily Injury and Property Damage | \$1,000,000 Each Occurrence
\$1,000,000 Aggregate |
| <input checked="" type="checkbox"/> | VI. | POLLUTION LIABILITY (If required) | |
| | | Bodily Injury and Property Damage | \$1,000,000 Each Occurrence
\$1,000,000 Aggregate |
| <input checked="" type="checkbox"/> | VII. | PROFESSIONAL LIABILITY (If required) | |
| | | | \$3,000,000 Each Occurrence
\$3,000,000 Aggregate |
| <input type="checkbox"/> | VIII. | MONEY & SECURITIES-BROAD FORM | |
| | | Limit | <u>\$(Insert Limit)</u> |
| <input type="checkbox"/> | IX. | CYBER LIABILITY | |
| | | | <u>\$(Insert Limit)</u> |

X. The Town of Hamden and/or Hamden Board of Education to be named as an additional insured on all insurance policies, except Workers Compensation and Professional Liability. Vendor coverage shall be primary and non-contributory. A waiver of subrogation shall apply in favor of the Town of Hamden on all policies except Professional Liability.

XI. To the fullest extent permitted by law, the Responder shall defend, indemnify and hold the Town of Hamden and Hamden Board of Education harmless from and against any and all claims, losses, expenses, judgments, injuries to persons and/or property resulting out of, and alleged to result from or arise out of the performance of this contract and resulting from and alleged to result from the Responder's negligence.

ITEM X AND XI MUST APPEAR ON THE FACE OF THE INSURANCE CERTIFICATE IN THE SECTION ENTITLED "DESCRIPTION OF OPERATION"

Occupational Safety and Health Administration Requirements; Safety Compliance: According to Connecticut General Statutes, Section 31-53b (a) each contract entered into on or after July 1, 2007 , for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public building project by the state or any of its agents, or by a political subdivision of the state or any of its agents, where the total cost of all work to be performed by all contractors and subcontractors in connection with the contract is at least one hundred thousand dollars (\$100,000.00) shall contain a provision requiring that, not later than thirty days after the date such contract is awarded, each contractor furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public building , pursuant to such contract, have completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, in the case of telecommunications employees, have completed at least ten hours of training in accordance with 29 CFR 1910.268. The contractor shall familiarize itself with all aspects of state law and any applicable regulations pertaining to these requirements in order to ensure full compliance. Moreover, contractor shall be solely responsible for full and timely compliance with all federal, state and local safety standards, rules and regulations.

INDEMNITY/HOLD HARMLESS: The contractor's and subcontractor's insurance policies will be endorsed to provide for the Town of Hamden and Hamden BOE to be named as an additional insured. To the fullest extent permitted by law; the contractor will defend, indemnify and save harmless the Town of Hamden and Hamden BOE from and against all claims, expenses, judgements, suits and actions

related to injuries to and/or damage to the property as a result of, arising from or alleged to arise from the activities of the contractor, its servants and agencies acting for the contractor and from the performance of this Project.

CERTIFICATE OF INSURANCE: The Contractor, prior to the start of any work under this contract, shall provide the Town's Purchasing Office with a Certificate of Insurance to conform to the following:

- a. Form(s) acceptable to the Town of Hamden.
- b. Insurance provided by insurance companies authorized to write coverage in the State of Connecticut.
- c. Policy dates must cover the term of this contract.
- d. Certificate will provide for at least 30 days' notice to the Town of Hamden prior to cancellation.
- e. All additional insured certificates are to list the Town of Hamden.

Under no circumstances shall the Contractor begin work until (1) the contract for same shall have been signed by all parties, (2) the required bonds have been furnished by the Contractor and approved by the Town, (3) the required certificates of insurance have been filed with and approved by the Town's Purchasing Office and (4) the Contractor has been duly instructed in writing by the Town to proceed with the work. If the Contractor commences the work before the provisions referred to in this paragraph are fulfilled, the Town, in its sole option, may cancel or terminate the contract without penalty or liability chargeable to the Town.

LICENSURE: At the time of the Proposal submissions, Responders shall possess the necessary license(s) to perform the work that is the subject of this Request for Proposal.

NON-RESIDENT CONTRACTORS: Out of state Contractors must post a bond with the Connecticut Department of Revenue Services. The non-resident contractor must receive a Connecticut tax registration number by completing and submitting form REG-1. Non-resident contractors are directed to familiarize themselves and achieve full compliance with applicable requirements, including Form AU-766.

Non-Discrimination and Affirmative Action: The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved. The following principles and requirements of Equal Opportunity and Affirmative Action, as incorporated herein, will be incorporated into "Equal Opportunity - Non-Discrimination Clause" to be included in all RFP documents, purchase orders, leases and contracts. The principles of Affirmative Action are addressed in the 13th, 14th and 15th Amendments of the United States Constitution, Civil Rights Act of 1964, Equal Pay Act of 1963, Title VI and VII of the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, 11375, 11478 (nondiscrimination under federal contracts), Act 1, Section 1 and 20 of the Connecticut Constitution, Governor Grasso's Executive Order Number 11, Governor O'Neill's Executive Order Number 9, the Connecticut Fair Employment Practices Law (Sec. 46a-60-69) of the Connecticut General Statutes, Connecticut Code of Fair Practices (46a-70-81), Deprivation of Civil Rights (46a-58 (a)(d)), Public Accommodations Law (46a-63-64), Discrimination against Criminal Offenders (46a-80), definition of blind (46a-51(1)), definition of Physically Disabled (46a-51 (15)), definition of Mentally Retarded (46a-51-13), cooperation with the Commission on Human Rights and Opportunities (46a-77), Sexual

Harassment (46a-60 (a)-8), Connecticut Credit Discrimination Law (360436 through 439), Title 1 of the State and the Local Fiscal Assistance Act 1972. Every contract to which the State is party must contain the nondiscrimination and affirmative action provisions provided in the Connecticut General Statutes Section 4a-60a.

The successful Responder also agrees to comply with all provisions of the Town's Charter and Code of Ordinances – "Town of Hamden, Chapter 110, Business Transactions with Town". The contractor shall cooperate fully with the Connecticut Commission on Human Rights and Opportunities ("the Commission") and shall submit periodic reports of employment and subcontracting practices to the Commission in such a form, in such a manner, and at such time as may be prescribed by the Commission.

Sec. 4a-60. (Formerly Sec. 4-114a). Nondiscrimination and affirmative action provisions in awarding agency, municipal public works and quasi-public agency project contracts. (a) Every contract to which an awarding agency is a party, every quasi-public agency project contract and every municipal public works contract shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

(2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities.

(3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; and

(5) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and P.A 15-5 amended Subsecs. (a) and (c) by replacing references to the state or political subdivision of the state with references to awarding agency, amended Subsecs. (a)(2), (a)(3) and (f) to (h) by changing "commission" to "Commission on Human Rights and Opportunities", amended Subsec. (a)(4) by adding reference to Sec. 46a-86, amended Subsecs. (a) to (d) and (h) by adding references to municipal public works contracts and quasi-public agency project contracts, amended Subsec. (c) by adding references to commission re provision of representation or documentation, amended Subsec. (d) by deleting former Subdiv. (2) re quasi-public agency and redesignating existing Subdivs. (3) to (6) as Subdivs. (2) to (5) and made technical and conforming changes throughout.

Sec. 4a-60a. Provisions re nondiscrimination on the basis of sexual orientation required in awarding agency, municipal public works and quasi-public agency project contracts. (a) Every contract to which an awarding agency is a party, every contract for a quasi-public agency project and every municipal public works contract shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not

discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation.

(2) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

The successful bidder also agrees to comply with all provisions of the Town's Charter and Code of Ordinances – "Town of Hamden, Chapter 110 "Business Transactions with Town". The contractor shall cooperate fully with the Connecticut Commission on Human Rights and Opportunities ("the Commission") and shall submit periodic reports of employment and subcontracting practices to the Commission in such a form, in such a manner, and at such time as may be prescribed by the Commission.

Set Asides: If this Project is funded in whole or in part by State of Connecticut funds, Public Act 15-5 (§§58-71 and 88) requires that, effective with all contracts executed after October 1, 2015, all solicitations for municipal public works contracts funded in whole or in part with State funds state in the notice of solicitation that the contract must comply with the set asides mandated by Public Act 15-5. The set aside requirements include a requirement that 25% of the total value of contracts in excess of \$50,000.00 be set aside for exclusive bidding for "small contractors," as defined by Section 58 (a) (1), and 25% of such amount (that is, 6.25% of the total value), be set aside for "minority business enterprises," as defined by Section 58(a) (4). For contracts in excess of \$50,000.00, Responders must have obtained Commission approval of their Affirmative Action Plan prior to contract execution. RESPONDERS ARE EXPRESSLY DIRECTED TO REVIEW PUBLIC ACT 15-5, SECTIONS 58-71 AND 88, TO FAMILIARIZE THEMSELVES WITH THE REQUIREMENTS OF SUCH LAWS. RESPONDERS SHALL BE DIRECTLY AND SOLELY RESPONSIBLE FOR COMPLIANCE WITH THE REQUIREMENTS OF P.A. 15-5, SECTIONS 58 THROUGH 71 AND 88. THE TOWN ALSO DIRECT RESPONDERS' ATTENTION TO THE SECTIONS 63 AND 64 (NON-DISCRIMINATION REQUIREMENTS) AND 66-68 (AFFIRMATIVE ACTION REQUIREMENTS).

Regardless of whether P.A. 15-5 is applicable to this Project, the contractor shall provide reasonable technical assistance and training to minority business enterprises to whom work is subcontracted to promote the participation of such concerns, to make a good faith effort to award a reasonable proportion of all subcontractors to such enterprises, and undertake such other reasonable activities or efforts as the Commission may prescribe to ensure the participation of minority business enterprises as contractors and subcontractors. The contractor shall include a provision in all subcontracts with minority business enterprises requiring the minority business enterprise to provide the Commission with such information on its structure and operations as the Commission finds necessary to make an informed determination as to whether the minority business enterprise is owned and operated by members of a minority group.

The contractor shall maintain full and accurate data, such as contract monitoring reports, for a period of three (3) years from the date of substantial completion of the project or for such longer period as is required by the law then in effect with regard to records retention. The contractor shall not discharge, discipline, or otherwise discriminate against any person who has filed a complaint, testified, or assisted in any proceeding with the Commission.

The contractor shall make available for inspection and copying any supporting data requested by the Commission and make available for interview any agent, servant, or employee having knowledge of any matter concerning the investigation of a discriminatory practice complaint of any matter relating to a contract compliance review.

CLAYTON ACT: The contractor or subcontractor offers and agrees to assign to the public purchasing body all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. 15 or under Chapter 624 of the General Statutes of Connecticut arising out of the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract. This assignment shall be made and become effective at the time the public purchasing body awards or accepts such contract, without further acknowledgment by the parties.

AWARD TO OTHER THAN THE APPARENT LOW RESPONDER: The Town of Hamden reserves the right to award the work to a Responder other than the one which submitted the lowest price if it deems such action to be in the best interest of the Town of Hamden.

WAGE RATES: Workers employed in the various occupations on this named project shall be required to receive the minimum rates established by the State of Connecticut Labor Department Division of Regulations of Wages.

PRICES: Prices quoted for merchandise, supplies, or equipment shall be the net prices delivered into the Town of Hamden.

Town of Hamden reserves the right to award separate items to separate Responders. Responders may indicate exceptions to this.

Responders must include Federal ID number or Social Security number to be considered for RFP approval.

DAVIS-BACON ACT - PREVAILING RATES OF WAGES

If this Project is subject to the Connecticut Prevailing Wage law, C.G.S. §31-53 *et seq.*, the Town of Hamden shall require the contractor to make payment of prevailing rates of wages in accordance with the wage section of the Davis-Bacon Act, Town of Hamden, Hamden Code, S 97.35 and State Statute 31-53, Part III. State Contracts and shall institute such investigations and periodic monitoring procedures as deemed necessary to determine compliance with labor standard provisions and the Federal requirements of the Act as amended.

AS PER THE TOWN OF HAMDEN AFFIRMATIVE ACTION RESOLUTION:

It is in the best interest of the Town to encourage minority and/or female business enterprise. Where two substantially similar Hamden Proposals are submitted, preference may be given to the minority and/or female contractor.

RESERVED RIGHTS OF TOWN:

The Town of Hamden reserves the right to accept or reject any or all RFPs or Proposals; to waive any technicality in an RFP or Proposal or part thereof submitted, and to accept the RFP deemed to be in the best interest of the Town of Hamden. Further, the Town reserves the right to split RFPs and quotations among two or more Responders.

The Town reserves the right to reject any Proposal submitted by a joint venture if the Town determines that any entity to the joint venture fails to satisfy the Town's requirements (i.e., bonding, insurance, qualifications, responsibility).

PREQUALIFICATION REQUIREMENT:

The Connecticut Department of Administrative Services' Contractor Prequalification Program (C.G.S §4a-100) requires all contractors to prequalify before they can propose on a contract or perform work pursuant to a contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or any other public work by the state or a municipality, estimated to cost more than \$500,000 and which is funded in whole or in part with state funds, If this requirement is applicable to the project that is the subject of this Request for Proposal, Responders shall provide their Proposal update statement with their Proposal.

**TIME OF COMPLETION AND LIQUIDATED DAMAGES**

Responders understand and acknowledge that timely completion of the Project is essential. Failure of the Contractor to achieve substantial completion of the Project within the calendar days stated herein will result in the Owner and the public incurring damages, additional costs and inconveniences that would be impossible or extremely difficult to accurately quantify at the time. Therefore, the Responder and the Town agree that, if the Contractor fails to satisfactorily complete the Project hereunder within the time specified or within any extension of time that may have been allowed, there shall be deducted from any monies due or that may become due the Responder,

the sum of _____ (\$ _____) for each and every calendar day, including Saturdays, Sundays and legal holidays, that the Project remains incomplete. This sum shall not be imposed as a penalty, but as liquidated damages due Owner from Contractor by reason of the damages incurred, inconvenience and additional costs and expenses to the public together with other problems suffered as a result of any such delay thereby occasioned.

DISCREPANCY IN RFP FORM:

In the event of any discrepancy between the amount written in numerical figures and the amount stated in written words, the amount written in words will be controlling.

The Town of Hamden hereby notifies all Responders that the Town's contract with the successful Responder shall contain the following provision:

Payment to Vendor shall be withheld by the Town when any real or personal property taxes, sewer assessment fees, sewer use charges, fines, interest, penalties, police or fire extra duty, police vehicle use fees, or lien fees imposed, assessed or otherwise levied by the Town of Hamden and due from/payable by Vendor are delinquent.

For purposes of this Contract, a tax, fee, charge, or fine shall be deemed delinquent if it remains unpaid, in whole or in part, for a period of thirty (30) days following the date upon which payment of such tax, fee, charge, or fine was due, together with any accrued interest and penalties.

The Town expressly reserves the right, in its sole discretion, to set off against its account payable to Vendor and apply any sums due to Vendor by Town pursuant to this Contract to any delinquent real or personal property taxes, sewer assessment fees, sewer use charges, fines, interest, penalties, or lien fees imposed by the Town of Hamden and due from/payable by Vendor.

**TOWN OF HAMDEN
LEGISLATIVE COUNCIL**

ORDINANCE AMENDING CONSTRUCTION CONTRACTS ORDINANCE

WHEREAS the Town of Hamden adopted a local prevailing wage ordinance requiring contractors working on town public works projects to pay laborers and mechanics wages based upon the wages established by the State of Connecticut Department of Labor to be prevailing for the corresponding classes or laborers and mechanics on projects of a similar character to the contract work in town; and

WHEREAS the threshold for local public works projects covered by the prevailing wage ordinance has not increased since the adoption of the ordinance; and

WHEREAS the Town wishes to amend its ordinance so that the Town's threshold for prevailing wages is 90% of that set by the Connecticut General Statutes.

NOW THEREFORE BE IT ORDAINED that Section 97.35 (A) of the Hamden Code of Ordinances is hereby amended and restated as set forth below:

CONSTRUCTION CONTRACTS

97.35: WAGES TO BE STATED IN CONTRACT.

(A) The advertised specification for every public works project by the Town of Hamden that is 90% or more of the amount set forth by the Connecticut General Statutes, as may be amended, for new construction and/or that is 90% or more of the amount set forth by the Connecticut General Statutes, as may be amended, for remodeling, refinishing, refurbishing, rehabilitation, alteration or repair work, and which requires or involves the employment of mechanics, laborers or workmen employed upon the work contracted to be done, shall contain a provision stating the minimum wages to be paid various classes of laborers, mechanics and workman shall be based upon the wages established by the State through its Department of Labor to be prevailing for the corresponding classes of mechanics, laborers or workmen employed on projects of a character similar to the contract work in the town.

(B) Every contract based upon these specifications shall contain a stipulation that the contractor or his subcontractor shall pay all mechanics, laborers or workmen employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amount accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and such laborers, mechanics and workmen, and that the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work.

(C) Every contract based upon these specifications shall further stipulate that there may be withheld from the contractor so much of accrued payments as may be considered necessary by the Town to pay to laborers, mechanics and workmen employed by the contractor or any subcontractor on the work difference between the rates of wages required by the contract to be paid laborers, mechanics or workmen on the work and the rates of wages received by such laborers, mechanics or workmen and not refunded to the contractor, subcontractor or other agents.

(D) Every contract based upon these specifications shall contain the further provision that in the event it is found by the Town that any laborer, mechanic or workmen employed by the contractor or any subcontractor directly on the site of the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract or be paid as aforesaid the Town may, by written notice to the contractor, terminate the contract, terminate the contractor's right to proceed with the work or such part of the work as to which there has been a failure to pay said required wages and to prosecute the work to completion by contract or otherwise, and the contractor and his sureties shall be liable to the town for any excess cost occasioned the town thereby.

MISCELLANEOUS REQUIREMENTS:

Questions/Requests for Information: All Questions shall be submitted in writing only and e-mailed to purchasing@hamden.com at least seven (7) days prior to the RFP opening date. Responders shall not attempt or engage in any ex parte or verbal communications with Town personnel prior to the RFP opening deadline.

All Applicable Codes to Be Met: All construction shall meet all applicable Building and Fire Codes, as well as ADA requirements.

Pre-RFP Meeting(s): Failure to attend a mandatory pre-RFP meeting may be deemed, by the Town, grounds for rejection of your proposal.

Deliveries: All deliveries are inside deliveries.

Provision of RFP Packets, Submission of RFPs: proposed packets will be mailed upon request.

RFP packets will not be faxed.

RFP proposals must be mailed back or delivered to:

Hamden Government Center
Finance Department
2750 Dixwell Avenue
Hamden, CT 06518

Please include single-sided (one original and 6 copies) and one electronic copy of your RFP unless otherwise specified.

ALL ENVELOPES MUST BE MARKED PROPERLY WITH RFP #, RFP DATE, AND RFP TITLE ONLY.

Ownership of Documents – All qualification statements, proposals and RFPs submitted by Responders are to be the sole property of the Town and subject to the provisions of the Connecticut General Statutes (re: Freedom of Information).

Ownership of Subsequent Products – Any work product, whether acceptable or unacceptable, developed under a contract awarded as a result of this Request for Proposal is to be the sole property of the Town unless stated otherwise in the Request for Proposal or contract.

Timing and Sequence – Timing and sequence of events resulting from this Request for Proposal will ultimately be determined by the Town.

No Oral Agreements – The Town, its agencies and employees, shall not be responsible for any alleged oral agreement or arrangement made by a Responder with any agency or employee of the Town or District.

Rejection for Default or Misrepresentation – The Town reserves the right to reject the RFP of any Responder that is in default of any prior contract or for misrepresentation.

Assigning, Transferring of Agreement – Responders are prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, their rights, title or interest therein or their power to execute such agreement by any other person, company, or corporation without the prior consent and approval in writing by the Town.

Cost of Preparing Qualification/Proposal Statements – The Town shall not be responsible for any expenses incurred by any Responder in preparing and submitting a Proposal.

Thank you.

Philip Goodwin
Purchasing Agent

TOWN OF HAMDEN

GENERAL REQUEST FOR PROPOSAL SPECIFICATIONS -- PART B

1. **Nondiscrimination under Title VI of the Civil Rights Act of 1964.** Contractor shall comply with the requirements of Title VI of the Civil Rights Acts of 1964 (PL 88-352), 42 U.S.C. Sec. 2000d et. Seq. and the Fair Housing Act (42 U.S.C. 3601-20) and Executive Order 11063 and the HUD regulations with respect thereto including the regulations under 24 CFR Part I. In the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under the Agreement, The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved.
2. **Fair Housing Opportunities Under Title VIII of the Civil Rights Act of 1968 and Fair Housing Act (42 U.S.C. 3601-20).** Contractor shall comply with the requirements of Title VIII of the Fair Housing Act as amended (PL 90-284). The CONTRACTOR shall provide for fair housing opportunities where possible. The CONTRACTOR is prohibited from discriminating in the sale or rental of housing, the financing of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex or national origin. Title VIII further requires programs and activities relating to housing and community development to be administered to affirmatively further fair housing.
3. **Prohibition Against Payments of Bonus or Commission.** The funds paid to Contractor shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this AGREEMENT, Title I of the Housing and Community Development Act of 1974, as amended, or HUD regulations with respect thereto; it being understood, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, are not hereby prohibited if otherwise eligible as program costs.
4. **"Section 3" Compliance in the Provision of Training Employment and Business Opportunities.** Every application, recipient, contracting party, contractor, and subcontractor shall incorporate, or cause to be incorporated, in all contracts, the following clause (referred to as a Section 3 clause):
 - a) 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 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with 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.

b) The parties to this contract will comply with the provisions of said Section 3 and the 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.

c) 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 workers' 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.

d) 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 of 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 unless the subcontractor 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 of ability to comply with the requirements of these regulations.

e) Compliance with the 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 recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, 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.

5. **Prevailing Wages.** The CONTRACTOR shall be solely responsible for the determination of staff classifications and employ staff in relation to its personnel practices and salary ranges, including fringe benefits, in accordance with the Agreement. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of Conn. Gen. Stat. Section 31-53, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in Hamden. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.
6. **Anti-Kickback Rules.** Salaries of architects, draftsmen, technical engineers, technicians, laborers and mechanics performing work under this Agreement shall be paid unconditionally, and not less often than once a week, without deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). The CONTRACTOR shall comply with all applicable regulations of said "Anti-Kickback Act" and shall insert appropriate provisions in all subcontracts relative to the work under this Agreement; and CONTRACTOR shall take steps to ensure compliance by subcontractors with such regulations at all times. CONTRACTOR shall be responsible for the obtaining and submission of the affidavits of subcontractors required thereunder, except that the Secretary of Labor may specifically provide for variations of, or exemptions from, the requirements thereof.

7. **Non-Discrimination in Employment.** During the performance of this Contract, the CONTRACTOR agrees as follows:

a) The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruiting or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment notices to be provided, setting forth the provisions of this Non-Discrimination in Employment Clause.

b) The CONTRACTOR shall, 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, creed, color, sex, or national origin.

c) The CONTRACTOR shall comply with all provisions of Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 and Executive Order 12086, as supplemented in Department of Labor Regulations (41 CFR, Part 60), and all of the rules, regulations and relevant orders of the President's Committee of Equal Employment Opportunity in effect as of the date of this Agreement; and the CONTRACTOR shall furnish all information and reports required herein, and shall on demand permit access to its books, records, and accounts, in its possession or control, by TOWN and the said Committee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

d) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representative of the CONTRACTOR'S commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e) In the event the CONTRACTOR'S noncompliance with the non-discrimination sections of the contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 4, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

f) The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraph (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 25, 1965, as amended by Executive Order 11375 and 12086, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontractor or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

g) The CONTRACTOR further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 or September 24, 1965, as amended by Executive Orders 11375 and 12086, with a subcontractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon CONTRACTOR and subcontractors by the Department of the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

h) No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to the discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, shall also apply to any such program or activity. Remedies described in Section 109 of the Housing and Community Development Act of 1974, as amended, as the regulations issued pursuant thereto, (24 CFR Section 570.601) shall apply, if failure to comply with this paragraph has been determined.

8. **Employment of Certain Persons Prohibited.** No person under the age of sixteen years and no person who at the time is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.
9. **Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970 and Federal Implementing Regulations.** Contractor and Owners shall to the greatest extent practicable under state law comply with Sections 301 and 302 of Title III, (Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and will comply with Sections 303 and 304 of Title III and HUD implementing instructions in 24 CFR Part 42 and 570.602 (b), comply with Title II (Uniform Relocation Assistance) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and HUD implementing regulations at 24 CFR Part 42 and 570.602 (a).
10. **Political Activity Hatch Act and Section 109 of HCD Act.** CONTRACTOR shall comply with the provisions of the Hatch Act and Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations pursuant thereto (24 CFR 570.601). Under no circumstances shall the CONTRACTOR and/or other recipients, subcontractors, and sub recipients use TOWN funds or persons employed in administering TOWN programs for the purposes of conducting any political activity.
11. **Executive Orders 11063, 12259, and Title VIII.** CONTRACTOR will comply with Executive Order 11063 as amended by Executive Order 12259 and the implementing regulations in 24 CFR Part 107 and Title VIII of the Civil Rights Act of 1968 (Pub. L.90-284) as amended.
12. **Historic Preservation.** CONTRACTOR will comply with the National Historic Preservation Act of 1966 (PL 89-665), Preservation of Historic and Archaeological Data Act of 1974 (PL 93-291), Procedures for Protection of Historic and Cultural Properties, Advisory Council on Historic Preservation (36 CFR 800), and the HUD regulations with respect thereto.
13. CONTRACTOR will comply with HUD Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794 et. seq.) provides:

No otherwise qualified individual with handicaps . . . shall, solely by reason of his or her handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financing assistance.

14. **No Conflict of Interest:** Responder certifies, by submitting a Proposal, that no owner, employee or family member (defined for purposes of this Request for Proposal as a spouse, parent, sibling or child) of an owner or employee of Responder is a current or former employee of the Town or its Board of Education.

Responder further certifies that no owner or employee of Responder has any interest, direct or indirect, which is incompatible with the proper discharge of the proposed duties in the public interest or that would tend to impair Responder's independent judgment or action in the performance of the proposed duties.

Responder certifies that it does not have any past, present or currently planned interests which are an actual or potential organizational conflict of interest with respect to performing the work for Town under this invitation to RFP.

Responder hereby covenants and agrees that no employee, elected official or appointed official of the Town or its Board of Education has any interest in this Agreement or will directly or indirectly benefit therefrom.

15. **Compliance with Town Regulations**

Responder shall cause all persons performing work pursuant to the contract between Responder and the Town to comply with all Town and Board of Education requirements, including instructions pertaining to conduct and to building access and related requirements issued by the Town and District, respectively. All personnel shall wear readily visible identification in a form that is satisfactory to the Town. The Town may promulgate and modify from time-to-time rules and regulations relating to conduct as the Town, in its sole discretion, may determine, and the contractor shall cause all persons performing work to comply with any such requirements.

16. **Confidential Information**

Responder shall cause all persons under Responder's control who are providing services or materials under or through Responder's contract with the Town to preserve and protect all information of the Town and Hamden School District to which they may have access during the performance of work as confidential. Responder expressly acknowledges that if the facilities that are the subject of the Project are school facilities or public buildings, the security and safety of the occupants, users and general public are of paramount importance and Responder shall observe and enforce appropriate security protocol to ensure the safety of users and occupants.

COMPLETE AND RETURN

RFP # 24-11

RFP TITLE: Design and Construction of
Youth, Arts, and Recreation Center

RFP FORM

TO: Purchasing Agent
Hamden Government Center
2750 Dixwell Avenue
Hamden, CT 06518

I have received the RFP documents entitled. _____

and dated. _____

I have received Addenda dated as follows: _____

I have considered and included the provisions of the RFP documents noted above in my Proposal. I have examined the RFP documents and I submit the following Proposal:

In submitting this Proposal, I agree:

1. To hold my Proposal open until 60 days after the date on which RFPs are due.
2. To enter into and execute a contract provided by the Town, without alteration by me, if awarded on the basis of this Proposal, according to the contract form provided by the Town of Hamden.
3. To accomplish the work in accord with the RFP Specifications and Contract Documents and to the extent that there is a conflict between the provisions of any RFP documents, the order of precedence shall require me to provide the item or service that is of the greater value or benefit to the Town of Hamden.
4. To begin the work in strict accordance with the project schedule or the Notice to Proceed issued by the Town and to complete the work within _____ calendar days following Owner's date of Notice to Proceed.
5. The undersigned submits a RFP bond in the sum of _____ dollars (\$ _____) 5% of Base Proposal, which sum is agreed shall become the sole and exclusive property of the Owner as liquidated damages to the Owner if the undersigned fails to execute a contract in conformity with the RFP Form and to furnish surety bonds and insurance policies in accordance with the General Conditions after due notification has been given.
6. I acknowledge that the Town of Hamden reserves the right to accept or reject any or all RFPs, alternates, options, or Proposals; to waive any technical defect in an RFP or part thereof submitted, and to accept the RFP deemed by the Town to be in the best interest of the Town of Hamden.

Name

Title

Dated

Contractor Tax ID #

Contractor License #

COMPLETE AND RETURN

RFP # 24-11

RFP TITLE: Design and Construction of
Youth, Arts, and Recreation Center

NON-CONFLICT AFFIDAVIT OF RESPONDENTS

No Elected or Appointed Official, SBC member or other officer or employee or person whose salary is payable in whole or in part from the Town of Hamden OR Board of Education, nor any immediate family member thereof, is directly or indirectly interested in the Bid/Proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any profits thereof.

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

State of Connecticut S.S.

County of _____

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

Legal Name of Respondent: _____

Business Name: _____

Business Address: _____

Signature and Title of Person

By: _____

Notary Public

My Commission Expires: _____

Date: _____

COMPLETE AND RETURN

RFP # 24-11

RFP TITLE: Design and Construction of
Youth, Arts, and Recreation Center

NON-COLLUSIVE RFP STATEMENT

The undersigned Responder, having fully informed itself regarding the accuracy of the statements herein, certifies that:

- (1) The Proposal has been arrived at by the Responder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor or Responder of materials, supplies, equipment, or services described in the invitation to RFP, designed to limit independent proposing or completion, and
- (2) The contents of the proposal have not been communicated by the Responder or its employees or agents to any person not any employee or agent of the Responder or its surety on any bonds furnished with the Proposal and will not be communicated to any such person prior to the official opening of the Proposal.

The undersigned Responder further certifies that this statement is executed for the purposes of inducing the Town of Hamden to consider the Proposal and make an award in accordance therewith.

Legal Name of Responder

Business Address

Signature and Title of Person
Authorized to Sign

Printed Name

Date

COMPLETE AND RETURN

RFP # 24-11

RFP TITLE: Design and Construction of
Youth, Arts, and Recreation Center

PRICE SHEET

You are required to furnish the following information to the Town of Hamden:

Name and address of Company _____
(Print or type)

Name and Title of Agent of Company _____
(Print or type)

Signature: _____ Date: _____

Telephone: _____ Email: _____

Fax: _____ Federal I.D. Number: _____

Lump sum price for equipment, material, and labor: \$ _____

\$ _____

WRITTEN AMOUNT