



**TOWN OF HAMDEN  
CONNECTICUT  
REQUEST FOR PROPOSALS**

**RFP #24-01 THE REDEVELOPMENT OPPORTUNITY OF THE HIGH MEADOWS  
PROPERTY**

The Town of Hamden, CT, (“Town”), with the assistance of its real estate advisor, Colliers Project Leaders USA NE, LLC (“Colliers”), is soliciting Development Proposals from interested qualified firms (“Developer”) through this Request for Proposals (“RFP”), for the acquisition and development of a 50-acre site, located at 825 Hartford Turnpike in Hamden, CT. The subject property is located in southeastern Hamden, approximately 0.6 of a mile from Basset Park, 1.5 miles from East Rock Park, and approximately 2 miles from the Market Place at Hamden, Hamden Mart, and Hamden Plaza.

Specifications and the form of proposal on which bids must be submitted may be obtained at the Purchasing Office, Hamden Government Center 2750 Dixwell Avenue, Hamden between the hours of 8:30 A.M. and 4:30 P.M, Telephone (203) 287-7110. This Bid and Addenda's 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 in the hands of the proper authority prior to the opening.

There will be a Mandatory pre-bid Meeting and Walkthrough of the High Meadows Property at 10:00 AM on Wednesday, July 19, 2023, and 10:00 AM on Wednesday, August 9, 2023, at 825 Hartford Turnpike in Hamden, CT. Vendors only need to attend one of the dates.

The last day to submit questions to [purchasing@hamden.com](mailto:purchasing@hamden.com) is **Friday, August 25, 2023, at 12:00PM.**

Sealed proposals (**1 original and 6 copies and 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, September 7, 2023, 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

# REQUEST FOR PROPOSAL

High Meadows Property, Town of Hamden, CT

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## 1.0 RFP INTRODUCTION & TERMS

### 1.1 Introduction

The Town of Hamden, CT, (“Town”), with the assistance of its real estate advisor Colliers Project Leaders USA NE, LLC (“Colliers”), is soliciting Development Proposals from interested qualified firms (“Developer”), through this Request for Proposals (“RFP”), for the acquisition and development of a 50-acre site, located at 825 Hartford Turnpike in Hamden, CT. The subject property is located in southeastern Hamden, approximately 0.6 of a mile from Basset Park, 1.5 miles from East Rock Park, and approximately 2 miles from the Market Place at Hamden, Hamden Mart, and Hamden Plaza.

The High Meadows School (the “Site”) is currently vacant and consists of eight buildings, a pool house, an in-ground pool, cafeteria, gymnasium, and a pavilion. The total existing buildout of the site is approximately 65,000 SF across the eight buildings. The site is laid out as a campus with interior roads connecting the parking areas and buildings.

The existing buildout of the site is oriented toward Hartford Turnpike on its west side, which provides vehicular access. The parcel extends eastward with east-side frontage along Maple Street, Craft Street, and State Street (US-5). It is surrounded by residential land uses (primarily single-family homes) on all sides.

The property is located within the R-4 Zoning District. The existing campus portion of the site as currently developed is largely cleared and measures roughly 16 acres or 30% of the total parcel area. The remaining 70%+/- of the site is wooded, with approximately 18 Acres as wetlands by CT DEEP, which effectively divides the parcel into two non-wetlands areas: the existing campus on the west side, and an undeveloped area of approximately 5 acres on the east side, sloping downward to meet Maple Street. The 140-foot frontage along State Street (US-5) is primarily characterized by wetlands and relatively steep slopes.

The site is served by public water and sanitary sewer. Natural gas service is provided by Southern Connecticut Gas, and overhead electric service is provided by United Illuminating.

The Town of Hamden has performed certain due diligence work in an effort to facilitate a mutually beneficial transaction. All assessments and reports developed in this effort are made available as part of the RFP in the RFP in Section 3.10. (If you are not able to access the documents through the links that are provided, they are also available on the Town of Hamden’s Economic Development webpage at [www.Hamdenedc.com](http://www.Hamdenedc.com)). The information and documentation provided are expressly provided for information only. The responding firms are responsible for performing all required due diligence investigation of the Property, including a physical inspection of the property to determine the condition of the Property, including but not limited to the existence of any and all wetlands, groundwater, environmental hazards or other conditions which may or may not influence the Properties future development.

The future use of the Property has been the subject of many town meetings and discussions to date. Most recently, the Town of Hamden has hosted three open sessions (2/7/2023, 2/15/2023, and 3/1/2023) with town residents as part of the community engagement effort on the future for the Property. As a result of these open meetings, the following key insights were gathered. Respondents are strongly encouraged to address these concerns in the submission of their RFP, either by providing a conceptual plan and or narrative.

### **Summary of Community Engagement Sessions & Survey Results**

Open Space and Land Preservation	<ul style="list-style-type: none"> <li>• Consideration should be given to retaining a portion of the site as open space and preserving the existing inland wetlands.</li> <li>• Consideration should also be given to making walking paths and trails part of the development and that these trails should be accessible to the general public.</li> <li>• Recommend that developers include an open space plan as part of the conceptual plan(s) for the site.</li> </ul>
Sustainability	<ul style="list-style-type: none"> <li>• Developers should consider re-use of some, or all of the existing buildings and structures located on the property.</li> <li>• Consideration should also be given to achieving the highest possible level of sustainability in the design and construction of the proposed improvements to the property.</li> <li>• Developers should adopt LEED standards as part of the development plan, with at a minimum meeting the LEED Silver Standard or equivalent.</li> </ul>
Housing Uses	<ul style="list-style-type: none"> <li>• Expressed support for the development of 55+ and senior housing units at the property; as well as</li> <li>• Assisted or supportive housing units for older Hamden residents.</li> <li>• Support for the development of affordable housing units beyond the 20% requirements imposed by the Town; and for</li> <li>• Development of family sized units to attract families into Town; and</li> <li>• Possibility of developing intergenerational housing opportunities.</li> </ul>
Other Neighborhood Concerns	<ul style="list-style-type: none"> <li>• Zoning. Proposed development may require a change to current zoning. There were concerns on what the impact of a zone change could have on the character of the surrounding neighborhood.</li> <li>• Impact new development will have on traffic.</li> <li>• There were also related concerns about pedestrian safety.</li> <li>• The proposal should generally address these concerns in conceptual design in the project narrative.</li> </ul>

## 1.2 Late Proposals

Any Proposal which is not received by the date and time for submission of proposals will be determined to be late and shall not be considered.

### **Acceptance of Proposals:**

The Town of Hamden reserves the right to accept or reject any or all Proposals, in whole or in part, received as a result of this Request; to waive minor irregularities; and to negotiate with all responsible Proposers, in any manner necessary, in its sole judgment, to serve the best interest of the Town. Proposals that are incomplete, conditioned, or are otherwise not in conformity with this Request may be rejected.

### **Request for Proposal Schedule:**

The following dates are tentatively scheduled for the RFP submission and selection process, but are subject to adjustment at The Town of Hamden's discretion:

High Meadows RFP Release Date	July 5, 2023
Developer Site Tour #1  10AM High Meadow, 825 Hartford Turnpike, Hamden CT	July 25, 2023
Development Site Tour #2  10AM High Meadow, 825 Hartford Turnpike, Hamden CT	August 9, 2023
Final Developer RFP Questions to Town  (All questions to be submitted to <a href="mailto:Purchasing@hamden.com">Purchasing@hamden.com</a> . Town will post answers to all questions received on the Economic Development website. <a href="https://www.hamdenedc.com/high-meadows">https://www.hamdenedc.com/high-meadows</a> )	August 14, 2023; 4:00 pm
Final Town of Hamden responses to Developer Questions:	August 25, 2023
RFP Responses Due	September 5, 2023@ 3:00 PM
Developer Interviews (Tentative)	September 20, 2023
Hold for Developer Interviews (Tentative)	September 20, 2023
Announcement of Developer Selection (Tentative)	October 12, 2023
Preferred Developer Designation – Hamden Legislative Council Approval	November 2023

### **Notification:**

All Respondents will be notified by writing of the Town of Hamden's decision.

**1.3 Incurred Costs**

Neither The Town of Hamden nor Colliers are responsible for any costs incurred by any Respondent for any act or undertaking in responding to this RFP.

**1.4 Disclaimer of Warranties**

The Town of Hamden and Colliers disclaims any express or implied warranty as to the accuracy and/or sufficiency of any information, drawing, plans, specifications and other material furnished to any Respondent in connection with this RFP. Respondents shall perform their own due diligence and form their own opinions as to material facts.

**2.0 BASIC TERMS & CONDITIONS**

**2.1 Minimum Bid Price**

The Minimum Bid or Purchase Price for High Meadow’s Property is One Million Five Hundred Thousand Dollars, \$1,500,000 plus closing costs. Responses that do not offer the minimum bid price for the property will not be considered. The developer will acquire the site “as is”. Any testing, abatement and remediation costs will be the sole responsibility of the selected developer.

The Town of Hamden is willing to consider various types of transaction structures. All viable options that maximize the Town’s assets and benefit the taxpayer’s long term will be considered. Respondents should propose any and all project approaches.

**2.2 Deposit:**

Selected Respondent will be required to provide the Town of Hamden with a refundable deposit in the amount equal to 10% of the respondents proposed purchase price within forty-five days of the Notice of Award from the Town of Hamden.

**2.3 Transaction Priorities**

The economic value of the transaction is a priority for the Town of Hamden. However, in addition to the economic aspect of the transaction, The Town of Hamden is especially interested in how the transaction can further its mission by providing partnership opportunities or other meaningful benefits to The Town of Hamden and its residents. Respondents should specify how their proposal will provide any of the following:

- Consistency with residents’ input on the potential property use.
- Economic benefits to the Town and local businesses.
- Other quality of life benefits to The Town of Hamden, consistent with the Plan of Conservation & Development Plan

**2.4 Environmental Conditions**

RFP documents include environmental and existing condition studies that have been completed by the Town for the High Meadows property and are provided for informational purposes only. Any additional due diligence concerning the conditions of the property is the responsibility of the Respondent.

**2.5** Any testing, abatement and remediation costs associated with the property will be the sole responsibility of the selected developer.

## **2.6 Zoning**

The property is located within the Hamden R-4 Zoning District.

It is recommended that Responders review the Town of Hamden's Zoning Regulations when developing their responses. Specifically, the following sections:

- Section 390 - Planned Development Districts
- Section 440 - Open Space Development
- Section 652 – Multi-Family Dwellings
  - Section 652.2 - Adaptive Re-Use of Multi-Family Dwellings
  - Section 652.3: Affordable Housing in Multifamily Dwellings
    - Which states all multi-family housing developments containing 5 or more dwelling units shall set aside a minimum of 20% of the dwelling units as Affordable Housing Units....
  - 652.4: Managed Care Community

## **2.7 Town of Hamden Workforce Hiring Goals**

The selected developer shall make a good faith effort to achieve the following for all phases of the proposed development project.

- 10% Resident Workforce Hours for on-site construction labor
- 6.9% Female Workforce hours for on-site construction labor
- 17% Minority Male Workforce hours for on-site construction labor

## **2.8. Minority and Women-owned Business Enterprise Participation**

The selected developer shall make a good faith effort to spend a minimum of 6.25% of their final development budget with minority and women-owned business enterprises (MWBE) on all phases of the proposed development project.

## **2.9. Affordable Housing Requirements:**

A minimum of 20% of all of the units to be developed at the property have to be affordable to people with income at or below 80% AMI as described in the Town of Hamden Zoning regulations. The Town will not accept proposals where market rate units are segregated from the affordable units.

#### **2.10 Tax Assumptions:**

All developments should assume that real estate taxes will be determined using the Income Approach. Developers should also assume that Town's as of Right Tax Assessment Deferral Program as part of its assumptions.

#### **2.11 ARPA Funding**

The Town of Hamden will not allocate any ARPA resources for this project.

#### **2.12 Eligible Development Projects**

Town **will accept** responses for residential and non-residential development. Non-residential may include additional park or recreational spaces or assisted or supportive communities. It should be noted that all proposals submitted must meet the minimum purchase price requirements.

#### **2.13. Property Management Responsibilities**

All respondents must include the proposed property management team and a property management plan in their proposal.

#### **2.14. Amenities**

Responder to shall provide a summary of the proposed amenities offered to residents, and / or community members if the proposed amenities are open and available to the public.

### **3.0 SUBMISSION REQUIREMENTS**

#### **3.1 Letter of Intent**

Please provide a draft proposed Letter of Intent/Term Sheet describing the fundamental deal structure of the proposed transaction. Include at a minimum in the proposal:

- Summary of transaction economics
- Schedule of deposits
- Schedule of Project implementation
- Outline of Respondent/Hamden responsibilities during project delivery
- Specific responses to Hamden's priorities and special preferences outlined above.

#### **3.2 Proposed Development Plan for the Property**

The proposed development must include, but is not limited to the following:  
Summarizing the development plan for the site including proposed, number of units to be developed by phase, the type of units to be developed by phase, treatment of wetlands and opens spaces, zoning expectations.

1. Project Narrative
2. Description of proposed development program
  - A. Total percentage of the parcel to be developed.
  - B. Total percentage of the of the parcel to remain “open space.”
  - C. Total proposed square feet of residential development
  - D. Total proposed square feet of commercial development
  - E. Total proposed square feet of community facilities (if applicable)
  - F. Total proposed number of parking spaces
3. Provide Financial Projections by Phase for your proposed development. Financial projections should the following:
  - A. Summary of development costs by phase.
  - B. Anticipated hard and soft costs.
4. Complete the following table for proposed development plan.

Phase	Building	Units	Bedroom Sizes	Estimated Rents	AMI

5. If proposal includes homeownership style units, application should clearly state:
  - A. If the number and type of ownership units that being proposed in your plan.
  - B. The proposed sales price for each ownership unit.
  - C. The proposed affordability for each ownership unit.
  - D. The ownership type (i.e., fee simple, condominium, coop) will units be part of a HOA? Or Land Trust? Will these units be income restricted? If yes what are the proposed AMI requirements. Will the units be age-restricted? If so, what age restrictions are you proposing for this phase of development?
6. Conceptual Site Plan
7. Conceptual Land Scaping Plan  
Include wetland areas, open and space and proposed development areas.
8. Proposed Zoning Modifications or Considerations
9. Tax Abatement or Tax Pilot Request
  - A. All developments should assume that real estate taxes will be determined using the Income Approach.
  - B. Responders can assume use of Town’s as of Right Tax Assessment Deferral Program. It should be noted that the Tax Assessment Deferral Program does not apply to land value, and the property is currently not considered as a mixed use or residential development.



10. Proposed Development Schedule

11. Proposed Total Development Budget

**3.3 Respondent's Proposed Team**

Please provide a list of proposed development team members who would assist the Respondent in implementing the proposed development Project. Please include at a minimum: Architect, major Consulting Engineers, Environmental Consultants, Builder / Contractor (note any legal and or financial ties to the respondent), any subcontractors or consultants, and Legal Counsel.

Please note that that the Diversity of the Development Team is one of the Town's Evaluation Criteria.

**3.4 Development Team Information**

Responders shall provide the Town with the following information:

- A. Financial Statements for the prior three (3) calendar years (Only required for lead applicant if part of larger development team submission)
- B. Letter of interest from Lender and/ or Equity Investor
- C. Venture structure, including Joint Venture participants and respective roles (financial), list all proposed institutions.
- D. Describe any Public/Private partnerships and the financial structure.

**3.5 Additional Information**

Please provide any additional information that The Town of Hamden and Colliers should consider when evaluating the Respondent's proposal.

**3.6 Selection Criteria**

The Town's designated selection committee will make a recommendation to the Economic Development Committee and Legislative Council. The Town reserves the right to select the Respondent who, in its judgement, is best qualified and who best meets the goals of the Town. Among the factors which will apply in the selection, not necessarily in order of importance, are the following:

- Proposed development concept plans integration into the community
- Proposed development program use or uses.
- Quality of design
- Overall qualifications demonstrated performance capability and experience in the delivery of similar developments.
- Overall full build development schedule
- Financial qualifications and responsibility of proposed Respondent
- Purchase price of the Property
- Overall economic benefit to The Town of Hamden
- Responsiveness to other The Town of Hamden priorities
- Responsiveness to residents' feedback
- Other proposed development terms

### Scoring Criteria and Points Breakdown

Responses will be evaluated by the following criteria:

1	Purchase Price	15 points
2	Terms / Project Approach	15 Points
3	Financial Position / Commitment	15 points
4	Concept Plan / Environmental Sustainability and Community Benefit	30 points
5	Affordability	10 points
6	Diversity of Management Team	5 points
7	Development Track Record	10 points
	<b>Total</b>	<b>100 points</b>

### 3.10 High Meadows Property Information and Due Diligence Materials

1. [Site Survey Plans](#)
2. [Hazardous Building Materials Assessment](#)
3. [Phase I Environmental Site Assessment](#)
4. [Market Analysis](#)
5. [Building Conditions Assessment](#)
6. [Phase II Site Investigation](#)
7. [Abatement/Remediation Cost Estimates Hazardous Building Materials](#)
8. [Survey Results](#)

**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 three 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, consulting contract, other contract or purchase order must be specifically disclosed in the Responder's proposal and must satisfy applicable requirements of this RFP.

**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  
 (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
- V. RAILROAD PROTECTIVE LIABILITY (If required)  
 Bodily Injury and Property Damage \$1,000,000 Each Occurrence  
 \$1,000,000 Aggregate
- VI. POLLUTION LIABILITY (If required)  
 Bodily Injury and Property Damage \$1,000,000 Each Occurrence  
 \$1,000,000 Aggregate
- VII. PROFESSIONAL LIABILITY (If required) \$3,000,000 Each Occurrence  
 \$3,000,000 Aggregate
- VIII. MONEY & SECURITIES-BROAD FORM  
 Limit \$(Insert Limit)

IX. The Town of Hamden 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.

X. 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 VII AND VIII 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, the 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 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 1 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 a 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](mailto: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).** The contractor shall comply with the requirements of Title VIII of the Fair Housing Act as amended (PL 90-284). The CONTRACTOR shall provide 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 Salaries.** 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.
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, officer, director, employee or family member (defined for purposes of this Request for Proposal as a spouse, parent, sibling or child) of an owner, officer, director or employee of Responder and any subcontractor or consultant of Responder is a current or former employee of the Town or its Board of Education or an elected or appointed official of the Town. If any officer, director or employee of Responder or any subcontractor or consultant to Responder is an employee or elected or appointed official of the Town or the BOE, Responder shall specifically disclose such information in its proposal and explain the proposed role of such person on the project.

Responder further certifies that no owner, officer, director 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 # 24-01

RFP TITLE: High Meadows

**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 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 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 #

**NON-CONFLICT AFFIDAVIT OF RESPONDENTS**

No Elected or Appointed Official of the Town or the BOE and no 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. For purposes of this Affidavit: (1) "directly or indirectly interested" shall mean that the individual has reason to believe or expect that he/she, his/her spouse, a dependent child, or a business with which he/she is associated in any capacity will derive a direct or indirect monetary gain or suffer a direct monetary loss, as the case may be, by reason of his/her official activity. No conflict of interest exists if he/she does not have an interest which is in substantial conflict with the proper discharge of his/her duties in the public interest and of his/her responsibilities as prescribed by the laws of Connecticut, if any benefit or detriment accrues to him/her, his/her spouse, a dependent child, or a business with which he/she, his/her spouse or such dependent child is associated as a member of a profession, occupation or group to no greater extent than any other member of such profession, occupation or group; AND (2) any and all proposed subcontractors and consultants are included in Responder's certification.

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 # 24-01  
RFP TITLE: High Meadows

**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 # 24-01  
RFP TITLE: High Meadows

**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: \_\_\_\_\_

Proposal Fees: \$ \_\_\_\_\_

\$ \_\_\_\_\_

WRITTEN AMOUNT