



Town of
EAST HAVEN
CONNECTICUT

OFFICE OF THE MAYOR
Joseph A. Carfora
Mayor

TOWN OF EAST HAVEN

DATE: 1/25/21

Request for Proposal: East Haven Ice Rink Facility Evaluation Study

Deadline for Proposal Submission: February 23, 2021 at 2:00 p.m.

PLEASE NOTE:

1. Sealed Proposals are due at the Town of East Haven Purchasing Department on date noted.
NO proposals will be accepted after the date and time specified above. Whether the proposal is sent by mail or commercial express service, the proposer shall be responsible for actual delivery of the proposal to the PURCHASING DEPARTMENT before the deadline time. Proposals received after the deadline time will not be considered. PLEASE CLEARLY INDICATE PROPOSAL NAME "EAST HAVEN ICE RINK FACILITY EVALUATION STUDY" ON LOWER LEFT-HAND CORNER OF ENVELOPE.
2. PROPOSALS ARE ALSO ACCEPTED BY E-MAIL TO Rbaldwin@townofeasthavenct.org.
3. The Town of East Haven is exempt from Federal and State Taxes.
4. Terms and Conditions indicated on the following pages.

An Affirmative Action/Equal Opportunity Employer, M/F/H

Terms and Conditions for RFP

Respondents shall familiarize themselves with all provisions of the specifications and shall not at any time after submitting a proposal dispute any of the specifications or assert that there was any misunderstanding in regard to the furnishing and delivering of the items called for in the proposal.

The Town of East Haven reserves the right to issue addenda as needed on proposals.

The Town of East Haven reserves the right to reject any and all proposals not deemed to be in the best interest of the Town of East Haven, or to accept that bid which appears to be in the best interest of the Town of East Haven. The Town of East Haven reserves the right to waive any informalities in or reject any or all bids, or any part of any proposal.

References to a particular trade name or manufacturer's catalog or model number are made for descriptive purposes to guide the respondent in interpreting the requirements of the Town of East Haven. They should not be construed as, nor are they intended to exclude proposals on other types of materials, equipment and supplies. However, the bidder, if awarded a contract will be required to furnish the particular item referred to in the specification or description unless a departure or substitution is clearly noted and described in the proposal.

The successful respondent shall indemnify the Town of East Haven against all losses, claims, actions and judgments brought or recovered against the respondent or the Town of East Haven. Any respondent that takes exception to the insurance requirements set forth by the Town of East Haven Risk Manager shall be deemed unresponsive.

No proposal shall be received from, or contract awarded to, any person, firm or corporation who is in default or in debt to the Town of East Haven for non-performance of any contract, or who is a defaulter as surety or otherwise from any obligation to the Town of East Haven.

It is understood that prices shall hold firm and prevail for the actual quantities required or ordered as needed during the life of the contract whether more or less than estimated quantities. Unit prices shall not be subject to any increase during the life of the contract.

All contracts in response to proposals received will be awarded or rejected within sixty (60) days of proposal opening date or for the stated period of validity, if different. Therefore, respondent agrees that prices will remain firm for acceptance for that period.

Terms of payment to the Respondent selected shall be net/45 days after receipt of invoice and acceptance and approval of the services by the Town of East Haven.

The successful respondent will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The respondent, however, will take affirmative action to ensure that minority group members are employed and are not discriminated against during employment. Such actions 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 of training, including apprenticeship.

The respondent will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin. "Affirmative Action" means procedures which establish hiring and employment goals, timetables, and practices to be implemented, with good faith efforts, for minority group members. "Minority Group Members" as identified in EE0-4 reports shall mean Black, Hispanic, Asian or Pacific Islanders, American Indian, and Alaskan Natives.

TOWN OF EAST HAVEN, CT
REQUEST FOR PROPOSAL: EAST HAVEN ICE RINK
FACILITY EVALUATION STUDY

The Town of East Haven requests that your firm submit a proposal for professional services for the Facility Evaluation Study of the existing East Haven Ice Rink (EHIR).

BACKGROUND

Purpose of RFP

The Town of East Haven is requesting consulting services to include a preliminary evaluation of the conditions of the EHIR, as well as evaluation for its year-round usage. EHIR has fallen into disrepair. When operable, the rink was capable of use for 6-8 months/year due to the lack of a "warm floor." The Town's youth hockey and high school hockey teams must rent ice at other facilities due to the limitations at/condition of the EHIR. The Town has a long and storied history of participation in ice hockey programs and seeks to restore the enthusiasm and participation levels by making the necessary repairs and improvements to the EHIR.

The Facility Evaluation Study should include a Code review and presentation of alternative project scopes for renovation of the EHIR to provide for a year-round facility. A site visit and review of any information in the Town's possession (such as as-builts) will be scheduled after receipt of proposals.

The Town has established a list of amenities that are needed in the renovated rink, plus other amenities that would be desirable. These amenities have been categorized into three lists as follows:

REQUIREMENTS

- Year-round ice
- Renovated locker rooms & bathrooms
- A concrete pad outside & hookup for food trucks
- Internal eating area
- Skate sharpening service
- Modest merchandising of necessities (e.g., mouthpiece, laces, tape)
- Large room with divider for meetings & parties - video capability preferred
- Air conditioning and humidity control
- Locker room for staff with a restroom
- Offices for staff
- Proper lighting
- First aid room
- Public restrooms
- Wi-Fi
- Functioning scoreboard
- Functioning Public Address system
- **MUST PROVIDE PROPOSED SCHEDULE FOR EACH ALTERNATIVE**

PREFERRED OPTIONS - *Dependent on capital and operating budget constraints.*

- Generator or hook-up for generator- in order to not lose ice in a power outage
- Redundancy in compressors
- A better viewing
- A press box - video recording areas
- Cameras mounted with control box - for viewing, recording, and security

SCOPE OF SERVICES

Facility Evaluation Study

Existing Rink

- 1) An analysis of existing conditions should include, but not be limited to:
 - a) Investigation and evaluation of all existing architectural, mechanical and electrical conditions. Analysis of existing facility with regards to compliance with current Life Safety and Building Codes.
 - b) Identification of anticipated "life span" remaining in existing facility building and system elements.
 - c) Identification of anticipated costs of any improvements to existing building and system elements necessary to meet "codes" or improve life span and operating expenses.
- 2) Preliminary construction cost estimates of all construction options/alternatives.
- 3) Based on your findings and recommendations, the consultant shall develop a report that will delineate their findings of existing conditions, their recommendations (with anticipated costs), for improvements to the existing facility, identification of elements to make the existing facility a "year-round" facility. The consultant shall meet with the Town to discuss and review a Draft Copy of the Final Report. Based on conversations, the consultant shall modify the Draft Copy Report and issue the Final Report to the Town of East Haven. The consultant will indicate the number of meetings budgeted to discuss the Final Report. Written reports, as well as all supporting data, will be provided to the Town for use at the Town's discretion.

Minimum Qualifications of Consultant

The consultant shall be an independent consulting firm with expertise in the area of ice rink facilities, such as, building condition evaluation, ice equipment evaluation, building construction and renovation, construction cost estimates, feasibility studies, space programming and schematic building design. The consultant shall have a background in sports architecture structural design including mechanical, electrical, plumbing, and fire

protection design. The consultant shall have knowledge of building codes for assembly spaces of sporting venues in partnership with mechanical, electrical, plumbing, and structural codes. The consultant shall have a professional understanding of the latest building and fire codes and how they apply to an existing building and to new construction. The successful consultant must address, in their proposal, how the work will be performed. It must demonstrate the consultant's experience, appropriate professional and technical background, as well as access to adequate resources, to fulfill the stated Scope of Services and the consultant's ability to plan, complete and successfully deliver the results required in this RFP. The proposal is to include the number of business days required to complete the assignment.

The consultant shall possess:

- Five (5) years of successful experience providing facility evaluation and feasibility studies.
- Three (3) similar projects, the consultant has conducted with references.
- Capability and capacity to complete this project within the projected time frame at a reasonable cost.

TERMS AND CONDITIONS

In addition to the Town's standard terms and conditions listed on page 2, the following shall also apply.

Proposal Costs

The Respondent shall be responsible for **all** costs incurred in the development and submission of its proposal. The Town assumes no contractual obligation as a result of the issuance of this RFP, the preparation or submission of a proposal by a Respondent, the evaluation of an accepted proposal, or the selection of finalists. The Town shall not be contractually bound until the Town and the successful Respondent have executed a written contract for performance of the work.

Presentations

Selected Respondents may be asked to present their proposals to the Town representatives. The costs of such presentations shall be borne solely by the Respondents.

State, Local and Federal Laws

The respondent shall acknowledge and agree that, should it be awarded the Contract, it shall be solely responsible for strict compliance with all federal, state and local statutes, laws, codes, rules, regulations and ordinances, and for the procurement and maintenance of all necessary licenses and permits relating to the performance of services.

Applicable Law

The laws of the State of Connecticut shall govern this Contract and any and all litigation related to this Contract. In the event of litigation related to this Contract, the exclusive forum shall be the State of Connecticut and the exclusive venue for such litigation shall be the Judicial District for New Haven at New Haven.

Indemnification

The Consultant shall indemnify and save harmless the Town and its officers, agents, servants and employees, from and against any and all claims demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, on account of bodily injury, sickness, disease, death or other damages sustained by any person or persons injury or damage to or destruction of any property, directly or indirectly arising out of, relating to, or in connection with the work called for in the Contract, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence, fault or contractual default of the Contractor, its officers, agents, servants or employees, any of its subcontractors, the Town, any of its respective officers, agents, servants, or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false, or fraudulent, and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, provided, however, that the Contractor shall not be required to indemnify the Town, its officers, agents, servants, or employees, against any such damages occasioned solely by acts or omissions of the Town, its officers, agents, servants or employees, other than supervisory acts or omissions of the Town, its officers, agents, servants, or employees, in connection with the work called for in the Contract.

Taxes

The Town of East Haven is exempt from the payment of taxes imposed by the federal government and or state of Connecticut, and such taxes shall not be in the prices.

Insurance Requirements

The **awarded** vendor will be required to provide insurance coverage as specified on the Insurance Requirements Sheet, **Exhibit A**, of this RFP. The **Acord certificate of insurance form** must be executed by your insurance agent/broker and returned to this office. The most current Acord form should be used for insurance documentation purposes. Company name and address must conform on all documents including insurance documentation. It is required that the agent/broker note the individual insurance companies providing coverage, rather than the insurance group, on the Acord form 1. The Contract number (provided to the awarded Contractor), project name and a brief description must be inserted in the "Description of Operations" field. It must be confirmed on the Acord Form that the Town of East Haven is endorsed as an additional insured by having the appropriate box checked off and stating such in the "Description of Operations" field.

A letter from the awarded vendor's agent/broker certifying that the Town of East Haven has been endorsed onto the general liability policy as an additional insured is also mandatory. This letter shall be addressed to the Town's Director of Purchasing and must follow exactly the format of the letter attached as Exhibit B. It must be signed by the same individual authorized representative who signed the Acord form. Both the certificate of insurance and the letter must be signed with original ink "wet" signatures. If the insurance coverage required is provided on more than one Acord certificate of insurance, then additional agent/broker letters are also required. Contract development will begin upon receipt of complete, correct insurance documentation.

The Contractor shall be responsible for maintaining the above insurance coverages in force to secure all of the Contractor's obligations under the Contract with an insurance company or companies with an AM Best Rating of A:VII or better, licensed to write such insurance in Connecticut and acceptable to the Risk Manager, Town of East Haven. For excess liability only, non-admitted insurers are acceptable, provided they are permitted to do business through Connecticut excess line brokers per listing on the current list of Licensed Insurance Companies, Approved Reinsurers, Surplus Lines Insurers and Risk Retention Groups issued by the State of Connecticut Insurance Department.

The vendor shall submit with the proposal the signed, original "**Insurance Procedure**" form, **page 20**, which states that the vendor agrees to provide the specified insurance coverage for this proposal at no additional charge above any insurance charge declared in the proposal.

Contract Format

The requirements contained in this RFP will become part of the contract with the consultant. The contract between the parties will consist of the Professional Services Contract, insurance documentation, this RFP, and the awarded consultant's proposal.

Proposal Content Requirements

The Town of East Haven will use the contents of each proposal to determine each company's qualifications, its understanding of the Town's scope and objectives, the required methodology and the ability to complete services required under the contract.

The respondent shall deliver one (1) complete original proposal via hard copy and electronic mail to Raymond Baldwin Jr. (CAO Town of East Haven) Email: Rbaldwin@townofeasthavenct.org before the deadline.

At the very beginning of Respondent's proposal, a letter of transmittal signed by an individual authorized to bind Respondent's company is to be included.

Proposals are to provide a brief summary of the history of your company, including the date of incorporation or founding date as well as the number of years providing similar consulting services.

The proposal must address how the work will be performed, including your project approach. It must demonstrate the consultant's experience, appropriate professional and

technical background, as well as access to adequate resources, to fulfill the stated Scope of Services and the consultant's ability to plan, complete and successfully deliver the results required in this RFP. The proposal is to include the number of business days required to complete the assignment.

Respondent's Qualifications

A listing of the primary personnel to be assigned to provide services, including the number of years' experience and education, is to be provided. Personal resumes should be attached.

Fee Proposal

The services described in the Scope of Services section of the RFP form the basis of the proposed fees. The method of payment will be set forth in the contract.

The Town of East Haven reserves the right to negotiate the proposed fee with any respondent.

Respondent's References

At least three (3) company references shall be included with the proposal. References are to be for projects of a similar size and scope, which have been completed within the last five (5) years. References are to include company name, date of service, and description of service, contact name and title and contact telephone number.

Fee Structure

Respondent is to provide a firm fixed fee for the assignment. Any travel expense associated with these services is to be incorporated into the firm fixed fee for any given year.

Respondent shall complete and submit the Reply Sheets with the proposal.

Statement of Proposing Company's Qualifications

The "Statement of Proposing Company's Qualifications is to be completed and included with the proposal.

Insurance Procedure Form

The signed Insurance Procedure Form shall be included with the proposal after this form has been reviewed and agreed to.

TOWN OF EAST HAVEN, CT

REQUEST FOR PROPOSAL:

**EAST HAVEN ICE RINK
FACILITY EVALUATION
STUDY**

REPLY SHEET (Page 1 of 3)

The respondent shall provide pricing below:

Total Price to perform the services and prepare the Final Report, as per the specifications of this RFP, for the East Haven Rink Facility Evaluation Study.

\$ _____

Prices will remain firm for 60 days after RFP opening.

Respondent's Company Name: _____

Authorized Signature: _____

TOWN OF EAST HAVEN, CT

REQUEST FOR PROPOSAL:

EHIR

FACILITY EVALUATION STUDY

REPLY SHEET {Page 2 of 3}

Non-collusion Language

In submitting this proposal, the undersigned declares that this is made without any connection with any persons making another proposal on the same contract; that the proposal is in all respects fair and without collusion, fraud or mental reservation; and that no official of the Town, or any person in the employ of the Town, is directly or indirectly interested in said proposal or in the supplies or work to which it relates, or in any portion of the profits thereof.

Compliance with Ethics Code

In submitting this proposal, the undersigned further declares that it has not, and will not, induce or attempt to induce any Town of East Haven employee or officer to violate the East Haven Code of Ethics in connection with its offer to provide goods or services under, or otherwise in the performance of, such contract.

The undersigned further understands that the above declarations are material representations to the Town of East Haven made as a condition to the acceptance of the proposal. If found to be false, the Town of East Haven retains the right to reject said proposal and rescind any resulting contract and/or purchase order and notify the undersigned accordingly, thereby declaring as void said proposal and contract or purchase order.

RESPONDENT INFORMATION:

COMPANY NAME _____

ADDRESS _____

TELEPHONE# _____ FAX# _____

E-MAIL ADDRESS _____

WEB SITE _____

AUTHORIZED SIGNATURE _____

PRINT NAME _____

TITLE _____

STATE OF CT TAXPAYER ID# _____

FEDERAL TAXPAYER ID# _____

INCORPORATED IN THE STATE OF _____

TOWN OF EAST HAVEN, CT
REQUEST FOR PROPOSAL: EHIR FACILITY EVALUATION
STUDY REPLY SHEET (Page 3 of 3)

By signing below, the undersigned declares that he/she has read the non-collusion language contained herein and agrees to abide by its contents:

AUTHORIZED SIGNATURE: _____

PRINT NAME _____

COMPANY NAME _____

CONTRACT SIGNATURE

The respondent shall indicate below, the full name, title, and the complete mailing address of the authorized person (i.e., officer of the company) who will sign the contract for this consulting service:

**STATEMENT OF PROPOSING COMPANY'S
QUALIFICATIONS**

Company Name _____

Address _____

Phone Number _____

When organized _____

State of incorporation _____

How many years has company been engaged in business related to this proposal under the present company's name? _____

Contracts now in hand (gross amount) _____

Company officers _____

Have you ever defaulted on a contract or failed to complete a contract within the specified time?

[] Yes [] No

If so, please explain: _____

On a separate sheet of paper to be enclosed with the proposal please list five projects similar to the proposed work and give the dollar value of the projects. The company name, contact name and telephone number must be given to be used as references.

AUTHORIZED SIGNATURE _____

PRINT NAME _____

TITLE _____

TEL. NO. _____

TAXPAYER IDENTIFICATION NO. _____

TOWN OF EAST HAVEN, CT

INSURANCE PROCEDURE FORM

THE RESPONDENT SHALL RETURN THIS COMPLETED FORM WITH THE PROPOSAL. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE PROPOSAL.

The respondent shall take the Insurance Requirement Sheet (Exhibit A) to the respondent's insurance agent/broker upon receipt of the proposal documents. The respondent and the agent/broker shall familiarize themselves with the required levels of insurance, and the documentation process necessary for the successful development of a contract with the Town of East Haven, CT for this project.

The respondent shall determine if existing insurance coverage is sufficient, or if any costs for new or additional coverage is required for the specified work noted in this Request for Proposal. Any proposals which contain exceptions to the insurance requirements may be considered nonresponsive and may be rejected.

STATEMENT OF RESPONDENT AND RESPONDENT'S AGENT/BROKER:

We have read the insurance requirements for this project and confirm that we are willing and able to document the required levels of coverage as the Town of East Haven, CT has specified. The proposal pricing submitted reflects all insurance costs for this project.

If awarded this contract, the complete and correct insurance documentation shall be submitted to the Town of East Haven, CT within ten (10) days after the date of the award of the contract.

Respondent's Company Name:

Authorized Respondent's Signature :

Date:

Respondent's Insurance Agent/Broker's Company Name:

Authorized Agent/Broker's Signature:

Date:

Insurance Requirement Sheet

EXHIBIT A

Insurance Requirements: Before starting and until final completion and acceptance of the work called for in the Contract and expiration of the guarantee period provided for in the Contract, the Consultant, and its subcontractors, if any, shall procure and maintain insurance of the types and amounts checked in paragraphs A through F below for all Contract operations.

- A. General Liability, with minimum coverages for combined bodily injury and property damage liability of \$2,000,000 general aggregate, \$1,000,000 per occurrence including:
 - ☒ 1. Commercial General Liability.
 - ☒ 2. Town as additional insured. Contractor's insurance must be primary and non-contributory.
 - ☐ 3. Owners and Contractors Protective Liability (separate policy in the name of the Town).
- B. Comprehensive Automobile Liability, with minimum coverages of \$1,000,000 combined single limit for bodily injury and property damage, including, where applicable, coverage for any vehicle, all owned vehicles, scheduled vehicles, hired vehicles, non-owned vehicles, and garage liability.
- C. Excess Liability, with minimum coverage of \$3,000,000 in umbrella form, or such other form as approved by Town Department Head and Risk Management Director
- D. Workers' Compensation and Employer's Liability, with minimum coverages as provided by Connecticut State Statutes
- E. Professional Liability (for design and other professionals for Errors and Omissions), with minimum coverage of \$2,000,000. If the policy is on a claims-made basis, coverage shall be continually renewed or extended for three (3) years after work is completed under the Contract.
- ☐ F. Other (Builder's Risk, etc.): _____
- ☒ G. **CERTIFICATE HOLDER: TOWN OF EAST HAVEN**
(Also fill in on ACORD Certificate of insurance)

The **Acord certificate of insurance form** must be executed by your insurance agent/broker and returned to this office. The most current Acord form should be used for insurance documentation purposes. Company name and address must conform on all documents including insurance documentation. It is required that the agent/broker note the individual insurance companies providing coverage, rather than the insurance group, on the Acord form. The Contract number (provided to the awarded Contractor), project name and a brief description must be inserted in the "Description of Operations" field. It must be confirmed on the Acord Form that the Town of East Haven is endorsed as an additional insured by having the appropriate box checked off and stating such in the "Description of Operations" field. A letter from the awarded vendor's agent/broker certifying that the Town of East Haven has been endorsed onto the general liability policy as an additional insured is also mandatory. This letter must follow exactly the format provided by the Purchasing Department and must be signed by the same individual authorized representative who signed the Acord form, both of which must be signed with original ink "wet" signatures. If the insurance coverage required is provided on more than one Acord certificate of insurance, then additional agent/broker letters are also required. Contract development will begin upon receipt of complete, correct insurance documentation.

The Contractor shall be responsible for maintaining the above insurance coverages in force to secure all of the Contractor's obligations under the Contract with an insurance company or companies with an AM Best Rating of A:VII or better, licensed to write such insurance in Connecticut and acceptable to the Risk Manager, Town of East Haven. For excess liability only, non-admitted insurers are acceptable, provided they are permitted to do business through Connecticut excess line brokers per listing on the current list of Licensed Insurance Companies, Approved Reinsurers, Surplus Lines Insurers and Risk Retention Groups issued by the State of Connecticut Insurance Department.