

Request for Proposal

ENVIRONMENTAL CONSULTING SERVICES

**THE GOODSPEED OPERA HOUSE FOUNDATION, INC.
“Open House Renovation Project”**

May 6, 2019

Proposal Due Date

June 3, 2019

Section I - General

1.1 Services desired:

The Goodspeed Opera House Foundation, Inc. (“GOH”) is undertaking a project for the renovation of the historic Goodspeed Opera House (the “Opera House”) located in East Haddam, Connecticut (the “Project”). GOH is soliciting proposals from qualified environmental consulting firms for the performance of hazardous material assessment and abatement services. The architect for the Project is Centerbrook Architects and Planners (the “Architect”). The general contractor for the Project is Petra Construction Corp. (the “General Contractor”).

1.2 Overview:

The Project will consist of renovation of the Opera House including the removal of existing offices to expand patron areas, the installation of new and expanded bathrooms, the renovation of HVAC and other mechanical systems, and the renovation of the theatre portion of Opera House to improve the stage function, rake the seating floor, and install new seating.

Section II - Necessary Information for Proposals

- 2.1 Each proposal shall include an introductory statement describing the prospective vendor’s background, qualifications, and experience with the performance of environmental services of the type desired.
- 2.2 A section of the proposal shall include a comprehensive listing of engagements (minimum of 3 each) that the prospective vendor has performed on behalf of institutions similar to GOH and facilities similar to the Opera House, which listing is to include the client’s name, address, contact person’s name and telephone number, and a brief description of the project. Detailed project descriptions can be provided as an appendix to the submission.
- 2.3 A section of the proposal shall include a profile of all staff members of the prospective vendor that are proposed as members of the GOH team, and a general statement of the proposed duties and responsibilities of each. This section shall include a rate sheet showing hourly or daily rates for the prospective vendor’s staff that may be involved in the audit. Resumes, curricula vitae, and/or statements of prior experience and qualifications may be provided as an appendix to the submission. The same information is required wherever a prospective vendor intends to partner, joint venture or use subcontractors for any part of the required work.
- 2.4 A section of the proposal shall provide documentation that the prospective vendor has appropriate insurance coverage, including professional liability (errors and omissions) insurance through an insurance company licensed to do business in Connecticut with a minimum coverage per occurrence of \$1,000,000, with \$2,000,000 annual aggregate.

Such coverage shall be in effect to protect GOH for a period of five (5) years after the term of this contract.

- 2.5 A section of the proposal shall include a detailed history of the prospective vendor's business and that of any proposed subcontractors.
- 2.6 A section of the proposal shall include a suggested schedule for conducting the services.

Section III – Scope of Work

- 3.1 The selected vendor will be expected to provide written reports and/or implementation actions on the following:
 - a. PHASE I – Survey
Perform a pre-demolition survey to identify hazardous building materials for the purpose of establishing an abatement plan to be executed by others in advance of the commencement of the Project, including any demolition activities.
 - b. PHASE II – Abatement Specifications
Develop specifications, in accordance with all governing authorities, for the abatement of all hazardous material that is required prior to the commencement of the Project and for any specific requirements to be followed during the construction of the Project.
 - c. PHASE III – Abatement Monitoring
Provide an hourly rate for on-site monitoring of the hazardous material abatement and demolition work to ensure that all hazardous material is handled in accordance with the specifications.
- 3.2 Following completion of the desired services, the selected vendor may, at the discretion of GOH, be asked to provide a proposal to perform some or all of the following activities. To the extent that the costs of associated with each can be estimated with reasonable accuracy, such costs should be estimated as separate options:

Section IV – Proposal Content

Each proposal shall contain, at a minimum, the following information:

- 4.1 Services:
 - 4.1.1 A description of how the prospective vendor plans to achieve the broadly stated goals identified in the Scope of Work. Include a broad description of how the prospective vendor will work with GOH, the Architect and the General Contractor to provide these services.
 - 4.1.2 A description of what strategies would be used to support success of the goals stated. This plan shall include, at a minimum, the strategy, milestones and goals that represent the prospective vendor's best recommendations.

4.2 Experience:

- 4.2.1 A detailed description of similar engagements performed by the prospective vendor during the last five (5) years for institutions comparable in size and complexity to GOH.
- 4.2.2 Include names, addresses, telephone numbers and contact persons of, at a minimum, three clients who can speak to prospective vendor's relevant expertise.
- 4.2.3 If responding as a business entity, provide an organizational chart, which includes all the individuals who will be responsible for the GOH account.
- 4.2.4 Provide resumes and other pertinent information for all personnel who would actively participate in the project effort should the prospective vendor's proposal be accepted.
- 4.2.5 Identify the senior person(s) who will be the contact or liaison with GOH. Include a description of each individual's experience in providing these services and the ability to build a successful relationship with GOH.

4.3 Miscellaneous:

- 4.3.1 Any other information the prospective vendor believes will be useful to GOH in making its selection.

Section V – Evaluation

5.1 RFP Evaluation Criteria:

The selection of a vendor will be based upon a comprehensive review, analysis and negotiation of the proposal, which best meets the needs of GOH and the Project. The contract award will be based on a number of criteria, including, but not limited to, the content of the proposal, the prospective vendor's demonstrated experience, the time of performance and schedule, and the engagement fee. No specific numerical weight will be assigned to any particular selection criterion.

All prospective vendors concur with this method of award and will not, under any circumstances or in any manner, dispute any award made using this method.

Section VI – General Instructions and Timetable

6.1 Inquiries:

Direct all inquiries relative to the conditions and specifications listed herein to:

Edward Blaschik, Theater Manager
Goodspeed Opera House Foundation, Inc.
P.O. Box A
East Haddam, CT 06423-0281

6.2 Requests for Clarification:

Requests for Clarification: Any prospective vendor may request that GOH clarify any information contained in this RFP. All such requests must be made in writing to Mr. Blaschik as set forth above.

GOH will provide a written response to all written requests for clarification within ten (10) business days after receipt of such request. GOH will not respond to any request for clarification received after the close of business ten (10) days prior to the date on which responses to this RFP are due. GOH's response to any request for clarification, together with a copy of the request for clarification, will be provided contemporaneously by GOH to each party receiving this RFP.

To maintain impartiality, GOH will not discuss the RFP with any prospective vendor prior to the closing date, other than as provided in this Section VI. Under no circumstances, may any prospective vendor or its representative contact any employee or representative of GOH or the General Contractor regarding the RFP. Strict adherence to this important procedural safeguard is required and appreciated.

Any violation of this condition may result in the prospective vendor being considered non-compliant and ineligible for award.

6.3 Requests for Clarification by GOH:

GOH may request that any prospective vendor clarify or supplement any information contained in any proposal. Vendors are required to provide a written response within five (5) business days, or sooner, of receipt of any request for clarification by GOH.

6.4 Proposal Format/Receipt of Proposal:

6.4.1 An electronic copy of the full proposal (in color PDF or WORD, as appropriate) must be submitted to GOH at the following e-mail address: ecb@goodspeed.org, with five (5) hard copies submitted to:

Environmental RFP
Goodspeed Musicals
6 Main Street
P.O. Box A
East Haddam, CT 06423

On or before 2:00 p.m. on June 3, 2019

6.4.2 Failure to respond to all points in the RFP may be grounds for rejection. Likewise, failure to supply any information required to accompany the proposals may result in a rejection of the proposal as non-compliant. GOH reserves the right to request additional information, if clarification is needed.

If you intend to use an express delivery service, it is recommended that you stress the need to deliver your package to GOH before the time and date mentioned above.

Proposals that do not substantially conform to the specifications contained herein, thereby consequently altering the basis for proposal comparison, may be disregarded and considered to be unresponsive.

6.5 Estimated Timetable:

The following schedule will apply to this RFP.

Release of RFP	May 6, 2019
Pre-proposal Conference (if necessary)	May 20, 2019
Closing Date for Inquiries	May 27, 2019
Response to RFP Due	June 3, 2019

All dates listed below are tentative ranges and will be confirmed

Vendor Presentations (if necessary)	June 10-14, 2019
Anticipated Award Date	July 5, 2019
Service to Commence No Later Than	TBD

This timetable is tentative and subject to change. Any questions or concerns about the timetable should be communicated in writing immediately upon receipt of this RFP. Failure to meet the delivery dates as outlined above may be basis for disqualification of a proposal.

6.6 Freedom of Information Act:

Prospective vendors are advised that all materials submitted to GOH may be reviewed by the State of Connecticut Department of Economic and Community Development (“DECD”) which is providing funding for the Project and may not be protected from disclosure under the Connecticut Freedom of Information Act (“FOIA”). DECD reserves the right to distribute or not to distribute materials and information submitted by prospective vendors as it sees fit and/or as required by applicable law.

If a prospective vendor wishes to supply any information that it believes is exempt from disclosure under FOIA, that prospective vendor should submit such information in a separate envelope with an explanation of the basis for the claim of confidentiality. Each

page submitted should be clearly marked "Confidential," but otherwise be presented in the same manner as the proposal. Any such information, however, is provided entirely at the prospective vendor's own risk and GOH does not assume any liability for any loss or damage that may result from GOH's disclosure at any time of any information provided by that prospective vendor in connection with its proposal.

6.7 Multiple Contracts:

GOH reserves the right to award multiple contracts if, in its sole discretion, any one vendor lacks adequate experience in any of the disciplines required by this RFP.

6.8 Mobilization:

The successful vendor(s) must be able to mobilize staff and commence the work required under this RFP within a reasonable time following the establishment of a construction calendar by General Contractor

6.9 Cost of Proposal:

All costs associated with developing or submitting a response to this RFP shall be borne by the prospective vendors. GOH does not assume any responsibility for these costs.

6.10 Tax Exempt:

GOH is exempt from Federal income taxation under Section 501(c)(3) of the Internal Revenue Code. No sales tax shall be included in your proposal. GOH will issue any exemption certificate.

6.11 Open Shop:

The Project is an open shop project.

Section VII – Terms and Conditions

The following terms and conditions will govern in the submission and evaluation of proposals and the award of a contract. Prospective vendors are requested to carefully review the terms and conditions, as they will become part of any subsequent agreement and award.

7.1 Contract Status:

The response to this RFP will be considered an offer to contract. Final negotiations on the highest evaluated offer will be conducted to resolve any differences and informalities. After final negotiations, GOH will issue an acceptance of the proposal offer in accordance with paragraph 7.2 below.

7.2 Contract Format:

The resulting contract will incorporate this RFP, the response thereto, all additional agreements and stipulations, and the results of any final negotiations. All of these documents signed by both parties will constitute the final contract.

7.3 Contract Termination for Cause:

GOH may terminate any resulting contract for cause by providing a Notice to Cure to the appropriate vendor citing the instances of noncompliance with the contract.

- a) The vendor shall have five (5) days to reply to the Notice to Cure and indicate why the contract should not be terminated and recommend remedies to be taken.
- b) If the vendor and GOH reach an agreed upon solution, the vendor shall then have ten (10) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.
- c) If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by the vendor, GOH reserves the right to terminate the agreement.
- d) If the mutually agreed upon solution is not implemented within ten (10) days from the date of agreement, GOH reserves the right to terminate the contract.

7.4 Acceptance/Rejection:

GOH reserves the right to cancel this RFP, to reject any or all proposals received, or any part thereof without penalty, to waive informalities or irregularities and to award a contract not based solely on the lowest cost, but based on an offer which, in the sole opinion of GOH, best fulfills or exceeds the requirements of this RFP and is deemed to be in the best interest of GOH and the Project. Non-acceptance of a proposal shall mean that another proposal was deemed to be more advantageous or that all proposals were rejected. Prospective vendors whose proposals are not accepted shall be notified after a binding contractual agreement between the GOH and the selected vendor exists or after GOH has rejected all proposals.

7.5 RFP Proposals:

Any exceptions and/or alternates to the required response form and content must be stated in the response to the RFP. Failure to provide required data to allow for evaluation of the RFP or failure to complete any supplemental documents may be grounds for rejecting the proposal.

Further, GOH expressly reserves the right to negotiate prior to an award, any contract, which may result from this RFP. Moreover, this RFP creates no obligation on the part of GOH to award a contract. The prospective vendor's proposal will represent its best and final offer.

7.6 Addenda to the RFP:

If it becomes necessary to revise any part of this RFP, notice of the revision will be given in the form of an addendum to all prospective vendors who have received this RFP. All addenda shall become a part of this RFP. Receipt of addenda must be acknowledged by each prospective vendor, and the failure of such vendor to acknowledge any addendum shall not relieve the prospective vendor of the responsibility for complying with the terms thereof. All addenda must be signed by an authorized representative of the prospective vendor and returned with the proposal on or before the proposal closing date. Failure to sign and return any and all addendum acknowledgements shall be grounds for rejection of the proposal response in accordance with Section VI.

7.7 Withdrawal of Proposals:

Any proposal submitted shall not be modified, withdrawn or cancelled for a minimum period of six (6) months following the date and time assigned for the receipt of proposals. This will allow the time necessary to evaluate, approve and award the contract.

Prior to the time and date assigned for receipt, proposals submitted early shall be modified or withdrawn only by written notice to GOH as prescribed in paragraph 6.1.

Modified proposals may be submitted up to the time designated for receipt of the proposals as noted in paragraph 6.4.1, provided they are then fully in conformance with these terms and conditions.

7.8 Minor Defects:

If, during the evaluation process, GOH determines that a particular mandatory requirement may be modified or waived and still allow GOH to obtain services that substantially meet the intent of this RFP, the mandatory requirement will be modified or waived for all prospective vendors, and all proposals will be re-evaluated in light of the change.

7.9 Format:

Proposals should be presented in a format that can easily be incorporated into a contract between the prospective vendor and GOH, encompassing the guidelines detailed in the RFP.

7.10 Hold Harmless:

The selected vendor agrees to jointly and severally indemnify and hold GOH, and its successors and assigns harmless from and against all liability, loss, damage or expense including reasonable attorney's fees that GOH may incur or sustain by reason of the failure of the vendor to fully perform and comply with the terms and conditions of any contract resulting from this RFP. Further, GOH shall not assume any liability for any damage to the property, or for personal injuries, illness, disabilities or deaths of the vendor, vendor's employees and any other person subject to the vendor's control, or any other person including members of the general public, caused in whole or in part, by a) vendor's breach of any term or provision of the awarded contract; or b) any negligent or willful act or omission of the vendor, its employees or subcontractors in the performance of the awarded contract. The vendor agrees to indemnify, save harmless and defend GOH from and against any and all liabilities, claims, penalties, forfeitures, suits and the costs and expenses incident thereto (including the cost of defense, settlement and reasonable attorney's fees) which may hereafter incur, become responsible for, or pay out as a result of acts or omissions covered herein.

7.11 Prevailing Law:

The terms and provisions of this RFP, and any ensuing contract, shall be governed by and construed in accordance with the laws of the State of Connecticut.

7.12 Pre-Award Presentations:

As part of its proposal review, GOH may require presentations and conduct a review of references, as noted in this RFP. Presentations will be scheduled by appointment only through the GOH contact identified in paragraph 6.1.

If a prospective vendor is requested to make a presentation, such vendor will be notified of the time and place of the presentation, and shall make the necessary arrangements and bear all costs associated with the presentation. It is anticipated that any such presentation will not exceed two (2) hours. No prospective vendor will be entitled to be present during, or otherwise receive any information regarding, any presentation by any other prospective vendor.

7.13 Award Negotiations:

Selection may be made without further discussion or negotiation, based exclusively on the response to this RFP, therefore, proposals should include the most favorable terms for the performance and completion of the work. Proposals must demonstrate an understanding of the scope of work and the ability to accomplish the tasks set forth and must include information that will enable GOH to determine the prospective vendor's overall qualifications. GOH reserves the right to request additional information or clarification on any matter included in the proposal. Prior to the award, GOH may elect

to conduct negotiations with the highest ranked prospective vendors for purposes that include: resolving minor differences and informalities; clarifying necessary details and responsibilities; receiving appropriate assurances; and exploring ways to improve the final contract.

7.14 Equal Employment Opportunity and Nondiscrimination Requirements:

The selected vendor will comply with Section 4a-60 of the Connecticut General Statutes, as may be amended, which prohibits the vendor from discriminating or permitting 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 vendor 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.

The selected vendor will comply with Section 4a-60a of the Connecticut General Statutes, as may be amended, which prohibits the vendor from discriminating or permitting discrimination against any person or group of persons on the grounds of sexual orientation.

The selected contractor will comply with section 4a-60 of the Connecticut General Statutes, which prohibits the vendor from engaging in or permitting discrimination in the performance of the work involved and requires that the vendor take affirmative action to ensure that all job applicants with job related qualifications are employed and that employees are, when employed, treated in a nondiscriminatory manner.

The selected vendor will provide *written representation or documentation* that certifies the vendor complies with the State's nondiscrimination requirements and warranties.

7.15 Applicable Executive Orders of the Governor:

In entering into any contract resulting from this RFP, the selected vendor agrees to comply with the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, and Executive Order 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms.

7.16 Representations:

Each prospective vendor, by submitting a proposal, represents that it:

7.16.1 Has read and completely understands the proposal documents; and

7.16.2 Is totally familiar with the conditions under which the work is to be performed including availability and cost of labor and materials.

7.17 Advertisements:

Unless specifically authorized in writing by GOH on a case by case basis, the selected vendor shall have no right to use, and shall not use, the name of GOH, its officials or employees, (a) in any advertising, publicity, promotion, (b) to express or imply any endorsement of such vendor's products or services, or (c) to use the name of GOH, its officials or employees in any manner (whether or not similar to uses prohibited by subparagraphs (a) and (b) above) except only to deliver in accordance with this RFP such services as are hereby contracted by GOH.

7.18 Additional State Contracting Requirements:

As a result of the provision of funding by DECD, the selected vendor may be required to comply with additional contracting requirements of the State of Connecticut, including requirements relating to campaign contribution restrictions for state contractors.

Section VIII – Additional Forms

The attached bid solicitation package includes the following forms, which must be signed and included in your response to this RFP for your offer to be considered.

<u>Form Name</u>	<u>Where to Sign</u>
1. Notification to Vendors	Bottom of Document
2. Vendors Qualification	Bottom of Document

Section IX – Notification to Prospective Vendors

The contract to be awarded will conform to the contract compliance requirements mandated by Section 4a-60 (formerly 4-14a) of the Connecticut General Statutes (“CGS”). There are Contract Compliance Regulations codified at Section 46a-68j-1 *et seq.* of the Regulations of Connecticut State Agencies (“RCSA”) that establish a procedure for the awarding of all contracts covered by CGS Section 4a-60. According to RCSA Section 46a-68j-30(9), every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as vendors, contractors, subcontractors, and suppliers of materials.” “Minority business enterprise” is defined in CGS Section 4a-60 as a business wherein fifty-one percent or more of the capitol stock, or assets belong to a person or persons: “(1) Who are active in the daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in sub-section (a) of Section 32-9n.” “Minority groups are defined in CGS Section 32-9n as “(1) Black Americans; (2) Hispanic Americans; (3) Women; (4) Asian Pacific Americans and Pacific Islanders; or (5) American Indians or (6) Disabled Persons”. The above definitions apply to the contract compliance requirements by virtue of RCSA Section 46a-68j-21(11).

GOH will consider the following factors when reviewing the prospective vendor’s qualifications under the contract compliance requirements:

- (a) The prospective vendor’s success in implementing an affirmative action plan;
- (b) The prospective vendor’s success in developing an apprenticeship program in compliance with RCSA Sections 46a-68-1 to 46a-68-17, inclusive;
- (c) The prospective vendor’s promise to develop and implement a successful affirmative action plan;
- (d) The prospective vendor’s submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area; and
- (e) The prospective vendor’s promise to set aside a portion of the contract for legitimate minority business enterprises. *See* RCSA Section 46a-68j-30(10)(E).

*INSTRUCTION: Prospective vendor must sign the acknowledgment below, and return the acknowledgment to GOH with its bid proposal.

****Remainder of this page intentionally left blank.****

The undersigned acknowledges receiving and reading a copy of “Notification to Vendors” form.

Signature: _____ Date: _____

On Behalf of:

_____ BID NUMBER- _____

OPENING DATE- _____

Section XI – Prospective Vendors Qualifications Chart

COMPLETION REQUIRED FOR CONSIDERATION OF AWARD

GOH requires the completion of this PROSPECTIVE VENDORS QUALIFICATION CHART under the contract compliance requirements mandated by CGS Section 4a-60 and will consider your answers in making an award.

1. Have you implemented an Affirmative Action Plan?
YES _____ NO _____

1a. If yes, date implemented _____
2. If answer to #1 is no, do you intend to develop an Affirmative Action Plan?
YES _____ NO _____

2a. If yes, date you plan to implement _____
3. Have you implemented an apprenticeship program complying with Section 46a-68f of the Connecticut General Statutes?
YES _____ NO _____
4. If the answer to #3 is no, do you intend to develop an apprenticeship program?
YES _____ NO _____
5. Please provide the following equal employment opportunity data (EEO-1)

JOB CATEGORIES	Overall Totals (Sum of col. B thru K)	MALE					FEMALE				
		White (Not of Hispanic Origin)	Black (Not of Hispanic Origin)	Hispanic	Asian or Pacific Islander	American Indian or Alaskan Native	White (Not of Hispanic Origin)	Black (Not of Hispanic Origin)	Hispanic	Asian or Pacific Islander	American Indian or Alaskan Native
	A	B	C	D	E	F	G	H	I	J	K
1. Officials & Managers											
2. Professionals											
3. Technicians											
4. Sales Workers											
5. Office/Clerical											
6. Craft Workers (Skilled)											
7. Operatives (Semi-skilled)											
8. Laborers (un-skilled)											
9. Service Worker											
10. TOTAL											

6. Do you intend to set aside a portion of this contract for legitimate minority business enterprises (MBE)?

YES _____ NO _____

COMPANY: Name _____ TYPE OF CO. _____
NAME OF OWNER: _____ FEIN #: _____

INFORMATION:

Address: _____

Signature _____ Date _____ Tel# _____