

GG-24-IFB-939 Invitation for Bid

Site Contractor for Union Square

Issue Date: July 15, 2024

Karen DuBois-Walton President



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Part I. Cover Page

A. Overview

The Glendower Group, an affiliate of The Housing Authority City of New Haven (Elm City Communities) is seeking bids from qualified contractors to provide services for Union Square, formerly Church Street South.

The Contractor selected shall be responsible for providing all tools, equipment, labor, and insurance necessary to perform the work herein. The work shall be performed according to and in compliance with all Local, Federal, and State Building Codes, and as referenced in the IFB. Contractors should review this entire document thoroughly and attend any preconstruction meetings as announced. Contractors should be of an adequate size and sufficient staff for the work as described and within the schedule as established by Glendower. The included Davis-Bacon Wage Rates will apply. Working hours will be weekdays 8:30 AM – 5:00 PM

BID BOND IS REQUIRED

B. Important Due Dates/Locations/Time

Schedule			
Event	Date		
IFB Issued	July 15, 2024, at 3:00 PM		
Pre-Bid Conference	July 24, 2024, at 11:30 AM		
Questions Due	July 26, 2024, at 12:00 PM		
IFB Submittal Deadline	August 6, 2024, at 3:00 PM		
Public Bid Opening	August 6, 2024, at 3:15 PM		

A Pre-Bid Conference is scheduled for July 24, 2024, at 11:30 AM. EST <u>ONLY</u> via conference call. The conference link is attached as a separate document. Attendance is not mandatory but is recommended.

All questions concerning this IFB must be submitted in writing no later than July 26, 2024 at 12:00 p.m. EST and submitted via Glendower's Vendor/Contractor Collaboration Portal, https://newhavenhousing.cobblestonesystems.com/gateway.

Answers to questions will be responded to after the close of the questions period and answered via an Addendum posted on Glendower's Vendor/Contractor Collaboration Portal. Prior to submission of the bid, please check the Vendor/ Client Collaboration Portal for any addendums posted. All Addenda's must be acknowledged with a signature and timely submitted as part of this solicitation. Bids will be rejected if the addendum is not timely submitted as stated.



A bid opening is scheduled for August 6, 2024, at 3:15 p.m. EST via video conference call. Attendance is not mandatory. Conference call link is attached in a separate document.



C. Preparation of Submission:

The bids must substantially conform to the IFB checklist.

Sealed Bids must be uploaded via Glendower's Collaboration Portal website: https://newhavenhousing.cobblestonesystems.com/gateway.

Caution: Late Proposal submission will be handled in accordance with the provisions contained in HUD Form HUD 5369-B Titled "LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF OFFERS".

By submission of a bid, the bidder agrees, if its bid is accepted, to enter a contract with Glendower in the form included in the contract documents to complete all work specified or indicated in the contract documents for the contract price and within the contract time indicated in the attached IFB.

The bid shall remain valid for the period specified in the IFB, must be independently arrived at, and shall be prepared by the Instructions to Bidders (HUD Form HUD-5369). Additionally, all required certifications and other applicable documents, as shown on the "Index of Submittal Documents Required for Sealed Bids," must be completed and submitted as part of the bid.

The bid prices shall be included as provided for in the attached IFB. Unless otherwise specified in the IFB, all prices shall be on a firm-fixed-price basis and are not subject to adjustment based on costs incurred.

Unless indicated otherwise, Bidders must submit a lump sum firm-fixed-price bid consistent with a cost/price analysis prepared by Glendower. Price bids that are inconsistent with the Glendower cost/price analysis may be deemed non-responsive.

Bidders must provide Glendower with the appropriate discount percentage that would apply, if applicable, to prompt payments and the number of days Glendower must make those prompt payments to be able to take advantage of the discount.

Glendower reserves the right to reject any and all submitted bids or to waive any informality in the solicitation process. Action to reject all bids shall be taken only for unreasonably high prices, error in the solicitation, cessation of need, unavailability of funds, failure to secure adequate competition, or any other reason deemed appropriate by the Developer.

No bid shall be withdrawn for a period of **One Hundred and Twenty (120) calendar days** subsequent to the opening of the submittals without the consent of Glendower.

Bidders should be advised that, prior to the award of any contract, Glendower reserves



the right to conduct a pre-award survey for the purpose of determining the bidder's responsibility and capacity to perform the contract. This survey may include review of subcontracting agreements, financial capacity, and quality of work performed on other contracts.

The following information is vital to the submission process and should be read through carefully.

RELEVANT AND PAST EXPERIENCE

Bidder(s) must complete the Contractor's Bid Qualification Form, Reference and Past Performance Form, HUD Form HUD-2530 (Previous Participation Certification), and HUD Form HUD 50071 (Certification of Payments to Influence Federal Transactions) if applicable. NOTE: The Contractor's Bid Qualification Form must be notarized.

BIDS

Bidder(s) must complete the Bid Form, Itemized Bid Form and Bid Bond Form (which must be affixed with the appropriate corporate seal(s) and notarized). Pursuant to HUD Form HUD-5369 (Instructions to Bidders), all bids for construction and equipment over \$100,000 must be accompanied by a negotiable bid bond (guarantee) which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a bank draft or certified check, payable to THE GLENDOWER GROUP, U.S. Government Bonds at par value, an irrevocable letter of credit, or a satisfactory bid bond executed by both the Bidder and a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. All costs incurred, directly or indirectly, in response to this solicitation shall be the sole responsibility of, and borne by, the Respondent.

BONDING REQUIREMENTS

The following bonding requirements are required for the award of all construction contracts using the sealed bid procurement method (24 CFR 85.36).

A **bid guarantee** from each bidder is equivalent to five percent of the bid price (must be shown in dollar amount). The bid guarantee shall be a <u>certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. The bid guarantee <u>may also be an irrevocable Letter of Credit</u>. Certified checks and bank drafts must be made payable to the order of THE GLENDOWER GROUP. The bid guarantee shall insure the execution of the contract and</u>



the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. *Failure to submit a bid guarantee with the bid shall result in the rejection of the bid*. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

After Contract Award, a Performance and Payment Bond will be requested per the following (construction contracts greater than \$100,000):

- A performance bond on the part of the contractor for 100 percent of the contract price. A performance bond is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- 2. A **payment bond** on the part of the contractor for 100 percent of the contract price. A payment bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Acceptable forms of Performance and Payment Bonds include the following:

- 100% Performance and Payment Bond
- Separate Payment and performance bonds each for 50% or more of the contract price;
- 20% cash escrow; or
- 25% irrevocable letter of credit

EMPLOYMENT AND CONTRACTING ACTION PLAN

Bidder(s) should review Glendower's Bid Conditions For Equal Opportunity in Employment, Section 3 Clause (Qualification Information), Federal Executive Order 11246 Compliance Requirements, and Clause 40 (Employment, Training, and Contracting Opportunities for Low-income Persons, Section 3 of the Housing and Urban Development Act of 1968) of HUD Form HUD-5370 (General Conditions of the Contract for Construction).

Bidder(s) must complete and sign the following documents:

- The Glendower Group Section 3 Form of Certification
- The Glendower Group Section 3 MBE/WBE Plan

Labor Compliance Requirements

Federal and State of Connecticut Labor Standards will be enforced. The Contractor is responsible for paying not less than the applicable wage rates to all employees engaged in work under the contract and ensuring that any subcontractors pay not less



than the applicable wage rates.

The contractor will ensure all applicable wage decisions and Department of Labor posters are posted on affected sites. Contractors are required to submit weekly payrolls. Employee site interviews will be conducted as required and reviewed for compliance monitoring. It will be the responsibility of the Contractor to resolve all discovered wage restitution issues within thirty (30) days of discovery.

Compliance with Davis-Bacon Wage Rates. The Contractor shall comply with all applicable wage rate requirements and shall pay to all laborers and mechanics employed to perform the project work at a wage that is not less than the wages prevailing in the locality of the Project, as pre-determined by the U.S. Secretary of Labor pursuant to the Davis-Bacon Act and/or the State of Connecticut Applicable Wage Rate. The higher of these two rates must be paid on a classification by classification basis. This Project demands full compliance with federal Davis Bacon prevailing wage obligations. These obligations, and other Davis Bacon information, are described at the U.S. Department of Labor, Wage and Hour Division website- http://www.dol.gov/whd/.

REQUIRED CERTIFICATIONS

All Certification documents shown on the "Index of Submittal Documents Required for Sealed Bids" must be prepared and submitted with Bidder's proposal for the bid to be considered responsive to the Glendower's Invitation for Bid (Sealed Bid)/Solicitation requirements. The minimum amount of time that Bidder's proposal must remain valid is ONE HUNDRED AND TWENTY (120) calendar days from the bid submittal date.

MANDATORY CLAUSES

HUD FORM HUD-5370 (General Conditions of the Contract for Construction) and Glendower's Supplemental Conditions to HUD Form HUD-5370 and Glendower's Special Conditions to the HUD General Conditions include all clauses mandated by 24 CFR 85.36.



Part II. Bid Protest

Disagreements over the award of a Glendower contract, referred to as protests, may occasionally arise between the PHA and an bidder. Usually, the protestor asserts that he/she should have received the contract award and alleges that Glendower did not conduct the competition appropriately. (Note: While protests are commonly referred to as bid protests, any type of contract award, including small purchase, competitive proposal, or sealed bid, may be protested by an unsuccessful bidder.) Glendower, in accordance with sound business judgment, is responsible for the settlement of protests arising from the procurement process.

1. **Designation of Protest Officials**. The Contracting Officer shall be responsible for the receipt of any form bid protest in writing and with conducting the initial bid protest hearing. Bid protest must be submitted within ten (10) days of the award of contract by the Authority.

The Contracting Officer shall render an impartial decision regarding any bid protest.

- 2. Appeal of Initial Bid Protest Decision. If the Contracting Officer denies the bid bidder's bid protest, the protestor must request an appeal of said finding in writing no later than ten (10) days of the date of receipt of the decision of the Contracting Officer. The appeal hearing will be conducted by no less than two (2) members of the Board of Commissioners (i.e., the Service Committee or the Planning and Development Committee.) The request for an appeal hearing shall be directed to the Contracting Officer.
- 3. Requirements for Written Protests. Protestors shall submit a bid protest in writing to the Contracting Officer within ten (10) days of the award of the subject contract by the Authority to the following address. Protest against terms of the solicitation must be made prior to the due date of solicitation.

Contracting Officer 360 Orange Street 3rd Floor New Haven, CT 06511

The bid protest must clearly state the basis for the protest. Protests should include, at a minimum, the following information:

- a. Name, address, and phone number(s) of the protestor;
- b. Solicitation number and project title;
- c. A detailed statement of the basis for the protest;



- d. Supporting evidence or documents to substantiate any arguments; and
- e. The form of relief requested (e.g., reconsideration of their bid).
- 4. **Submission Time Period**. Generally, the bidder shall submit bid protest no later than ten (10) days of date the award of subject contract is made by the Board of Commissioners. **Protests against the terms of a solicitation should be considered late if submitted after the due date for offers.**
- 5. Time Period for Formal Protest Hearing. The Contracting Officer, or his/her designee, shall conduct a protest hearing, if the written request warrants within ten (10) calendar days of receipt of the writing request by the protestor. The Contracting Officer may deem, based upon the evidence presented by the protestor, that a hearing is not warranted, and that an unbiased and impartial initial decision can be rendered without the need of a face to face hearing.
- 6. **Remedial Action.** If a protest is decided in favor of the protestor, Glendower may consider, inter alia, the following remedies:

If the contract has not been awarded, the Glendower may cancel or revise the solicitation or proposed contract award, or

If the contract has been awarded, the contract may be terminated for convenience and awarded to the protestor, or the procurement may be canceled and offers re-solicited.

- 7. Emergencies or Unusual and Compelling Circumstances. Glendower may allow a contract to remain in place despite a successful protest in cases of emergency or unusual or compelling need for the supplies or services. However, if the Glendower determines, based on compelling circumstances such as an emergency or serious disruption of its operations, that termination or resolicitation would not be in the best interest of Glendower, then Glendower may allow the award to stand and pay the successful protestor costs associated with preparing the bid along with the cost of filing and pursuing the protest and other damages determined.
- 8. **Denials.** Glendower shall notify the protestor in writing of its decision and state the basis for the denial. The notification shall apprise the protestor of any appeal rights in accordance with our protest procedures.
- Appeal Procedures. As stated above, appeal of the Contracting Officer's initial decision shall be heard by no fewer than two members of the Board of Commissioners (i.e., the Service Committee or the Planning and Development



Committee). The request for an appeal must be made in writing as stated above and must include, but not be limited to:

- A statement of the factual and legal grounds on which reversal or modification of the decision is deemed warranted, specifying any errors of law made or information not previously considered.
- 10. Documentation. The Contracting Officer shall fully document the protest decision in writing in the contract file. Documentation shall include but not be limited to:
 - A copy of the subject solicitation and supporting documentation, including the copy of the advertisement of the bid.
 - 2. A copy of the protestor's written protest.
 - 3. A copy of the written finding of the Contracting Officer and that of any appeal officer(s).
 - 4. Copy of documentation used by Glendower to make its decisions that was protested by the protestor.
- 11. **Informal Resolution Processes.** Protestor may request an informal review of their protest either in writing or by phone.

EQUAL EMPLOYMENT OPPORTUNITIES REQUIREMENTS

All Equal Employment Opportunities including Section 3 (EEO) forms are provided in this package. The contractor/vendor must review all EEO forms, complete and submit the required EEO forms at the time of submission of bid or proposal. Bids/Contracts at all dollar values are subject to Section 3/MBE/WBE requirements.

After a Contract has been awarded, the contractor must attend a mandatory meeting with Glendower's Director of Procurement. If there are any questions regarding the completion of the EEO forms please contact the Director of Procurement, at 203-498-8800 ext 1200.

Staff is available at 360 Orange Street, 3rd floor, to assist persons with disabilities. The TTY/TDD number is (203) 497-8434. The Glendower Group is an equal opportunity housing agency.

THE GLENDOWER GROUP

Karen DuBois-Walton, Ph.D.

By:

Karen DuBois-Walton

President



Part III. Index of Submittal Documents

The INDEX OF SUBMITTAL DOCUMENTS shown below is provided to assist all Bidders in correctly preparing and submitting a responsive Bid to Glendower in accordance with the requirements of the Invitation for Bid (Sealed Bid). The Index contains a listing of all required submittal items.

Please review this index and submit all documents that are checked "REQUIRED SUBMITTAL" with your sealed bid. Documents that are checked "SIGNATURE REQUIRED" must be properly executed. Documents that are checked "NOTARY/CORPORATE SEAL REQUIRED" must be notarized and/or have the Bidder's corporate seal affixed.

Please view/ download the below listed documents from:

https://newhavenhousing.cobblestonesystems.com/gateway/DocumentLibrary.aspx

DOCUMENT	REQUIRE SUBMITT		NOTARY/ CORPORATE SEAL REQUIREDAS APPLICABLE	FOR YOUR REVIEW		
ALL PROJECTS	8					
Cover Sheet (Attached)	Х					
Bid Form (Attached)	X	X				
Davis Bacon Wages (Attached)	- 93			X		
Required Acknowledgements and Certifications:	- 83			8		
HUD 5369 – Instructions to Bidders				X		
HUD-5369-A-Certifications and Representations of Bidders	Х	Х				
Non-Collusive Affidavit	X	X	X			
HUD-50071- Certification of Payments to Influence Federal Transactions	Х	X				
Reference and Past Performance Form	X					
Acknowledgement of Addenda Form	X	Х				
Section 3 Contractor Guide 2021	- 14			X		
Contractor Highlight Section 3	- (3			X		
Glendower Bid Conditions for Equal Opportunity in Employment				Х		
General Conditions for Non- Construction- HUD 5370				X		
Glendower Section 3 Clause				Х		
Federal Executive Order 11246				X		
AIA 305 – Contractor's Qualification Statement	Х	X				



Part IV. Scope of Work and Project Plans/Specifications

The Glendower Group, Inc., is redeveloping the site formerly known as Church Street South. The currently vacant site was a former cinderblock complex, comprised of 301 apartments spread across 22 buildings on an expansive 13-acre parcel of land. We are seeking proposals from qualified and experienced firms to undertake the necessary physical removal of sub-surface structures as detailed in this scope to create a clean and buildable site(s) at our property located at 89 and 169 Union Avenue, 91 and 94 Columbus Avenue, 86 South Orange Street, and One Tower Lane, New Haven, CT 06519, formerly known as Church Street South ("the Project"). Site demolition and infrastructure removal work needed to develop a clean and buildable site is the precursor to the development of a mixed-use, mixed-income development that will transform the Union Square and Hill community.

ECC received a Choice Neighborhood Planning Grant to develop a Transformation Plan to revitalize the community along with Target Public Housing Site-Robert T. Wolfe, which is located on Union The chosen firm will conduct site and engineering assessments, prepare plans and, specifications for infrastructure work based on these assessments and ECC's/Glendower's development objectives, and undertake the agreed upon site and infrastructure improvements that will result in a shovel ready site for a future development. As stated above, the site is located at 89 and 169 Union Avenue, 91 and 94 Columbus Avenue, 86 South Orange Street, and One Tower Lane, New Haven, CT 06519. The land area of the Site is approximately 8.28 acres.

The Glendower Group has separately procured for and contracted with a Licensed Environmental Professional to complete a Phase 1 Environmental Site Assessment (ESA), a Phase 2 ESA, and a remedial action plan to address previously identified Areas of Concern. The chosen contractor will be required to complete any investigations in conjunction with this work, including the oversight of asbestos-containing concrete piping.

PROJECT GOALS:

The primary goals of this project are to ensure a clean, safe, and buildable site that meets all design and specification requirements. The Glendower Group developed the following goals to guide the design-build process for the Project:

- Accelerated Schedule with completion of the Project within three (3) months from the Date of Notice to Proceed
- Comprehensive Site-Work
- Final Site Preparation

Please see the attached drawing link for the identification of various ACP and non-ACP subsurface piping. Large portions of the site were test excavated to determine the



location of this piping that needs to be removed, however, a 100% definitive exploration was not conducted. Work is being bid on a linear foot basis to ensure accurate pricing. A Licensed Environmental Professional will be always on-site to document the length and type of piping being removed.



Part V. Procurement Process

1. Bid Evaluation/Contract Award

The low bid will be evaluated in accordance with the requirements of the IFB. The low bid will be evaluated to determine the responsiveness to the requirements of the IFB. If the bid does not conform to the solicitation, it must be rejected, and the next lowest bid will be examined for responsiveness. All procurement transactions shall be conducted only with responsible Contractors, i.e., those who have the technical and financial competence to perform and who have a satisfactory record of integrity. Where warranted and before awarding a contract, the Developer shall review the proposed Contractor's ability to perform the contract successfully, considering factors such as the Contractor's integrity, compliance with public policy, record of past performance (including vendor performance reports and contacting previous clients of the Contractor), and financial and technical resources. Contracts shall not be awarded to debarred, suspended, or ineligible Contractors. The Developer shall not contract with firms and/or individuals listed on List of Parties Excluded from Federal Procurement and Non-procurement Programs. If a prospective Contractor is found to be nonresponsible, a written determination of non-responsibility shall be prepared, and the prospective Contractor shall be advised of the reasons for the determination.

During the period when bid evaluation is being conducted, all bid analyses are confidential. This measure simply maintains the integrity of the Developer's procurement system. No Developer personnel in any office can discuss information pertinent to any bid during this period. Violation of the confidentiality of bids pending award seriously compromises the Developer in establishing contractual agreements and may result in the disqualification of the Respondent from this procurement action.

Glendower will award a contract resulting from this solicitation to the responsible bidder whose offer conforming to the IFB solicitation. Glendower reserves the right to request additional information. Award shall be made to the Respondent providing the lowest, most responsive and responsible bid and whose bid is determined to be the most advantageous for the Developer's needs and requirements. Glendower reserves the right to negotiate with chosen bidder to review additional methods of cost savings.

Glendower may

- 1. Reject any or all offers if such actions are in Glendower's interest,
- 2. Accept other than the lowest offer,
- 3. Waive informalities and minor irregularities in offers received, and
- 4. Award more than one contract for all or part of the requirements stated



Invitation for Bids

GG-24-IFB-939 <u>Site Contractor for Union Square</u>

Company Name:
Address:
City, State & Zip Code:
Telephone:
Fax Number:
Contact Person Name:
Email Address:
Date Submitted:

Karen DuBois-Walton, Ph.D.
President



360 Orange St, 3rd Floor New Haven, CT 06511 (p) 203.498.8800 (f) 203.497.9259

*BID FORM FOR SITE CONTRACTOR FOR UNION SQUARE - CSS +WOLFE

I (we) ______, _____

Company Name Tax ID No.	
Propose to complete this scope of services as described in the scope of work over a three(3)	month
period. I (we) Propose to furnish all labor, materials, equipment, services and supervision re	equired by
the contract documents for the entire work, in accordance with the contract document and	scope of
work for construction of the site construction manager for the lump sum price of	
(\$	nstruction

Phase Services, the Construction Manager will charge Glendower a stipulated Construction Phase Fee equal to percent (%) of the Construction Cost Limitation for the Project.

Bid Price Breakdown

Item		Unit of	EST.	UNIT	
No.	Description	Measure		PRICE	COST
1	Excavate, remove, and dispose of one linear foot of 6" diameter exterior, underground asbestos transite pipe utilizing appropriate engineering controls.	LSF	2000		\$
2	Excavate, remove, and dispose of one linear foot of 8" diameter exterior, underground asbestos transite pipe utilizing appropriate engineering controls.	LSF	1200		\$
3	Excavate, remove, and dispose of one linear foot of 10" diameter exterior, underground asbestos transite pipe utilizing appropriate engineering controls.	LSF	1800		\$
4	Excavate, remove, and dispose of one linear foot of 15" diameter reinforced concrete pipe (RCP).	LSF	1800		\$
5	Excavation, loading, transportation, and disposal of one ton of asbestos-contaminated soil.	LSF	10		\$
6	Excavation, stockpiling, loading, transportation, and offsite treatment of one ton of petroleum-contaminated soil or other contaminated soil.	LSF	350		\$

7	Removal and disposal of one 30 yard waste container of friable asbestos-containing materials.	LSF	15		\$
8	Removal and disposal of one 30 yard waste container of non-friable asbestos-containing materials.	LSF	1		\$
9	Removal and disposal of one 30 yard waste container of construction and demolition debris.	LSF	10		\$
10	Removal and transport offsite to a metal recycling facility of one 30 yard container of scrap metal.	LSF	2		\$
11	Add windscreen to the property to ensure it meets all specified requirements and standards as outlined in the scope of work.	LSF	3900		\$
TOTAL STRUCTURE & LAND IMPROVEMENT					\$
General Requirements					\$
SUBTOTAL (Lines 19 &20)					\$
Builder's Overhead					\$
Builder's Profit					\$
	SUBTOTAL (Lines 22 & 23)				\$
TOTAL FOR ALL IMPROVEMENTS				\$	

PERCENT OF THE CCL BROKEN DOWN AS FOLLOWS: SIX (6%) FOR GENERAL CONDITION TWO (2%) PERCENT FOR OVERHEAD, AND SIX (6%) FOR PROFIT. BOND PREMIUM IS INCLUDED AS A PART OF GENERAL CONDITIONS.

SIGNATURE OF PROPOSER:	Date