REQUEST FOR PROPOSALS
No. 1063

PLANNING AND ARCHITECTURAL SERVICES
FOR
PROSSER PUBLIC LIBRARY
1 TUNXIS AVENUE
BLOOMFIELD, CT
Date: July 27, 2015
To: All Prospective Respondents
Subject: Request for Proposals (RFP) No 1063: PLANNING AND ARCHITECTURAL SERVICES FOR PROSSER PUBLIC LIBRARY

The Town of Bloomfield invites you to submit a proposal based on the requirements of the enclosed RFP. The RFP and any addenda can be found on the Town of Bloomfield website, www.bloomfielddct.org, as well as the State of CT Dept. of Administrative Services website, http://www.biznet.ct.gov/SCP_Search/Default.aspx?AccLast=2. The information contained herein outlines the intent and scope of the project; the guidelines governing the submission and evaluation of all proposals; and IRS Form W-9, Request for Taxpayer Identification Number and Certification must be completed and submitted with your proposal.

We ask that your proposal conform to our format request as closely as possible. The Town may accept proposals that take exception to any requirement in the RFP. Any exception or alternative must be clearly delineated in a separate attachment to the proposal submitted. The RFP and the proposal submitted by successful Architects will be made part of the resultant contract between the Town and the successful Architect.

There will be a non-mandatory Pre-Proposal conference with respect to this RFP on Tuesday, August 11, 2015 at 1:00 PM in the Community Room at the Prosser Public Library located at 1 Tunxis Avenue, Bloomfield, CT.

All proposals must be received in the office of the Purchasing and Risk Manager by 1:00 P.M. Monday, August 31, 2015.

One Original (clearly identified as such) and five (5) copies of the proposal shall be submitted to the attention of

Purchasing and Risk Manager
Town of Bloomfield
2nd Floor
800 Bloomfield Avenue
Bloomfield CT 06002

The Package submitted containing proposals shall be sealed, bearing on the outside the firm's name and address and plainly marked "RFP 1063; PLANNING AND ARCHITECTURAL SERVICES FOR PROSSER PUBLIC LIBRARY"

The Town of Bloomfield looks forward to receiving your response.
REQUEST FOR PROPOSALS #1063

PLANNING AND ARCHITECTURAL SERVICES FOR PROSSER PUBLIC LIBRARY

1. INTENT AND BACKGROUND

1.1 The Town of Bloomfield is soliciting proposals from qualified Architects ("Architect") for the purpose of updating the previous (2012) space assessment and conceptual designs for a new, and or expanded facility (attached as Exhibit A), conduct site and building analysis for up to two additional centrally located sites, and deliver not more than two preliminary conceptual designs and cost estimates for Town consideration for a 21st Century Library.

1.2 Upon Town approval of a location and cost, the Town plans on seeking approval of funding for this project via referendum in November 2016.

1.3 Should approval of referendum occur, the Town will utilize the services of the selected Architect to complete design development, construction documents, bidding and construction administration phases of this project.

1.4 All work performed under this contract shall be under the direction of a registered Architect licensed by the State of Connecticut.

2. SUBMISSION AND DEADLINE

2.1 All proposals must be received in the office of the Purchasing and Risk Manager by 1:00 p.m., August 31, 2015. One original (clearly identified as such) and five (5) copies of the proposal shall be submitted to the attention of the Purchasing and Risk Manager at:

Town of Bloomfield  
Town Hall, 2nd Floor  
800 Bloomfield Avenue  
Bloomfield, CT 06002

2.2 Package containing proposals must be sealed, bearing on the outside the Architect’s name and address and plainly marked "RFP 1063; Planning and Architectural Services for Prosser Public Library”

2.3 Questions about this Request For Proposal and submission requirements must be submitted to and received by email or via fax, to the Purchasing and Risk Manager at nhaynes@bloomfieldct.org or 860-243-2913 by 4:00 PM on August 18, 2015.

2.4 There will be a non-mandatory Pre-Proposal conference with respect to this RFP on Tuesday, August 11, 2015 at 1:00 PM in the Community Room at the Prosser Public Library located at 1 Tunxis Avenue, Bloomfield, CT. Written clarifications or interpretations, as well as any changes or amendments to this RFP, will be issued by Addenda not later than 4 PM on Friday, August 21, 2015. Only information issued by formal written Addenda will
be binding. Oral and other clarifications or interpretations will be without legal effect. Addenda will be posted on the Town’s website as well as the State DAS website.

2.5 Architects are required to limit their contact with the Town regarding this RFP to the persons named herein.

2.6 The Town may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this RFP.

3. SPECIAL INSTRUCTIONS

3.1 Architects responding to this Request for Proposal are hereby notified that all proposals submitted and information contained therein and attached thereto will not become public information until the Town has awarded a contract to the successful respondent.

3.2 Architects responding to this Request For Proposal must have sufficient staff and expertise to complete the required services. The Architect must agree that all personnel assigned to this project are qualified for this type of work.

4. QUALIFICATIONS

Eligible proposers will be those firms that have, at a minimum, the following qualifications:

4.1 Project team members with the requisite professional background, experience and qualifications to successfully complete the assigned work.

4.2 Demonstrated ability to work with and comply with federal, state, and local public agencies and persons in official oversight/compliance capacities.

4.3 Demonstrated ability to provide required services, and to perform the work within the project period.

5. PROJECT BACKGROUND

The Prosser Public Library is a beloved institution in the Town of Bloomfield, CT. The present structure, which is located at 1 Tunxis Avenue, is a two and a half level, brick and masonry, slate roofed building consisting of 19,760 usable square feet located on .75 [usable] acres. There are several buildings, both public and private, in the center of town that were built with the colonial brick architectural theme. Erected in 1963, the present facility is inadequate to meet the needs of the present population of 20,000 people given the explosion of technology and media that has occurred in the time since the structure was opened. In 1987, some relatively minor modifications for code compliance and to finish the 2nd floor for office space were completed. The Town recently acquired the property directly to the north of the property, anticipating expansion. The former building [on the property to the north] has been demolished, and the lot is now approximately 0.40 usable acres of temporary, unmarked parking.

Wash Brook runs along the western (back) boundary of both parcels; and a significant portion of both parcels are in the Special Flood Hazard Area as designated by FEMA. Due to downstream restrictions, the FEMA 100-year flood elevation is approximately 5 feet above the lowest point in the parking lot, and over 4 feet above the basement floor elevation in the Library. In October 2005, the building suffered severe water damage as a result of flooding. In September 2011, another flood of approximately 4 inches occurred.
The Library has been challenged by a shortage of adequate parking for many years. The addition of temporary parking on an adjacent lot has helped alleviate this problem unless there is a large program at the Library. The site access to the adjacent streets, which are State highways, which poses some challenges as well. The site access to the adjacent streets, which are State highways, poses some challenges as well. In 2014 changes to the flow of traffic made the Tunxis Ave. driveway an exit only.

The Prosser Public Library provides 21st century service in a building that was constructed for mid 20th century needs. On any given day the Library is visited by patrons of all ages competing to use the limited number of Internet computers to perform any number of tasks, which include applying for employment, searching library databases, checking email, etc. The Library currently provides books in multiple formats (including e-books), DVDs, music CD’s, magazines and more. Programming for children, teens and adults includes story times, lectures, concerts, dance, magic, book discussions, films, gaming and workshops that take place in the single multi-purpose room on the ground floor. This room frequently serves between 2 and 3 different groups in a single day with the associated rearrangement of furniture and equipment. Often small groups (tutors and students) use the staff room to meet in a smaller space. The Friends of the Bloomfield Public Libraries are also daily users of the library as they accept and sort the donated materials used for their book sales to support library activities. In addition, there are 12 full time and 21 part time staff members who are performing the duties required to process all of the materials and programs that the Library provides.

For informational purposes; all work is contemplated for the Prosser Library. The Library has another building known as the P. Faith McMahon Wintonbury Library. This building, which is located on the east side of town at 1015 Blue Hills Avenue, is a single level, brick and masonry building consisting of 6,312 usable square feet located on 2 acres.

In 2010, the Town retained Tuttle and Wells through a competitive RFP process to provide architectural/engineering services for site and building space, utilization, systems assessments, concept design, and an opinion of project costs for the renovation and expansion of Prosser Library building and site located in the downtown area of Bloomfield. Tuttle and Wells provided the Town with two options, an expansion of the existing facility and the second as an addition to Bloomfield Town Hall, located at the intersection of Park Ave and Bloomfield Ave. Due to funding constraints, the project did not move forward after receipt of the reports.

6. PROJECT OBJECTIVES

The Town of Bloomfield seeks a new facility for Prosser Library, either by renovating and expanding the current Prosser Library building or another alternative. The basic overriding objective of the Library Project is to effectively, economically, and responsibly maximize Library space, to provide the most benefit, from a library services perspective, to the community of Bloomfield. Specific objectives for this project include:

6.1 Provide a multipurpose space capable of seating up to 200 people for public meetings, concerts, lectures, and film showings. This space should have an outside entrance that would enable the space to be used at times when the Library is closed to the public. The multipurpose space is to be equipped with multimedia capabilities that would encompass computers, projectors, TV monitors, gaming equipment, telephone conferencing and white board capability. Storage for chairs, tables, etc. should be incorporated as well.

6.2 Provide meeting rooms to accommodate staff, business, or community meetings of 15 to 20 people. These meeting rooms should be equipped with multimedia capabilities similar to those for the multipurpose space.
6.3 Provide smaller ‘conference’ rooms to accommodate, in varying sizes, 2 to 6 individuals for study groups, tutoring, etc.

6.4 Provide a story time/craft area dedicated to children’s services that should include a kitchen and storage space.

6.5 Provide appropriate service space designated for materials and service to adults, children and teens. Currently the Library has limited space for teens. These areas would include mobile shelving for materials as well as comfortable seating and tables to accommodate the diverse use of the space.

6.6 Provide expanded space for the computers and printers that are available to the public in each of the adult, children’s and teen areas. Wireless Internet capabilities are necessary throughout the building.

6.7 Provide dedicated space for 3 D printing, maker technologies and flexible space to create new knowledge.

6.8 Provide improved and expanded space for staff offices, processing areas, and supplies and programming materials storage.

6.9 Provide for an expanded area for the Friends of the Libraries to use for their used book sales and to store and sort materials.

6.10 Provide a dedicated Historical Room for archival material that is maintained by the Library.

6.11 Provide a proper balance between the building/activity space size and utilization provided and the parking and access capabilities provided.

6.12 Provide the above in a manner that is conscious of and sensitive to the Library’s history, its location within the downtown area of Bloomfield, to energy efficiency, natural lighting, low impact development and other environmentally friendly development techniques, to code and regulatory compliance and to the potential flooding issues.

7. **SCOPE OF SERVICES**

The Architect shall provide the following services for the project described in the RFP. These services have been separated into two phases as follows:

7.1 **Phase I: Pre-Referendum Planning.** The Architect shall assist the Town in defining the scope and budget of the project and provide operations and program assistance to produce an efficient and effective facility capable of addressing the needs of a 21st century library. The following is a summary of the anticipated services of the Architect associated with this phase:

a. Meet with the Library staff to review program requirements and to confirm the current and future needs of the Library.

b. Review programming documentation associated with the Project renovation and expansion opportunities for the Library.

c.
d. Update each of the two (2) existing plans for a Library facility with conceptual level cost estimates.

e. Conduct site and building analysis for up to two (2) additional centrally located sites.

f. Evaluate each plan and identify the advantages and disadvantages of each.

g. Recommend and assist the Town in selecting a preferred alternative.

h. Provide conceptual cost estimates for the selected Library site for planning and referendum purposes.

7.2 Phase II: Post referendum Services. The Phase II services below will only be authorized when funding becomes available. The selected Architect may continue with the additional services outlined below including full Design Services, Construction Documents, Bidding and Construction Administration Services under the same contract, subject to approval by the Town and further appropriation by the Town of Bloomfield.

Design the Library, complete the construction documents, bid the project, and oversee construction. The Architect shall implement the findings of Phase I including the conceptual plans, cost estimate, and design guidelines. The Architect shall advise the Town as to whether any aspects of the Project should be modified within a particular area. The Architect is expected to coordinate all issues and discussions involved with the project and advise the Town as to the budget implications resulting from decisions made about the Library, at appropriate stages of design.

a. Schematic Design: The Architect shall utilize the design from Phase I to prepare schematic design documents. Documents shall consist of single line schematic drawings including floor plans, elevations, and site plans to establish basic design ideas and respective cost estimates as set forth in Phase I of the scope of services. The final schematic drawings shall include plans or narratives for civil/site, sewerage treatment and disposal systems, geotechnical/foundation, structural, architectural, mechanical (HVAC and plumbing), electrical, fire protection, landscaping and traffic. The Architect shall prepare a schematic design cost estimate based on the approved final schematic design drawings.

b. Design Development: The Architect shall utilize the approved schematic design plans to prepare design development documents consisting of plans, outline specifications, and cost estimates and other documents to fix and describe the size and character of the project as to architectural, structural, mechanical, and electrical systems, materials, and such other elements as may be appropriate to enable the Town to understand the progress and development of the Project. Such plans, outline specifications, and cost estimate shall be subject to the written approval of the Town. The Architect shall submit to the Town for approval two (2) copies of said design development documents on or before the date or time for submission specified in the Notice to Proceed or any supplement thereto, unless the Architect shall have obtained from the Town an extension of time in writing. The Architect shall prepare a design development cost estimate based on the approved design development drawings. The Architect shall also assist the Town in obtaining the necessary permits for the project during this phase.

c. Final Design: The Architect shall utilize the approved Design Development documents to complete working plans and specifications in sufficient detail to permit firm bids in
open competition for construction of the project, and a detailed cost estimate. Said plans and specifications shall be based on the approved design development, outline specifications and construction cost estimate. The detailed estimate of the cost of the Project shall include quantities of all materials and unit prices of labor and materials as well as cost estimates for each item of work. Such working plans and specifications and cost estimates shall be subject to the written approval of the Town. The Architect shall furnish to the Town for approval two (2) sets of the said plans, specifications and construction cost estimates. Following the approval of the plans, specifications and construction cost estimates, the Architect shall incorporate all changes required by the Town in the working drawings and specifications and shall prepare and transmit to the Town one set of Construction Contract Documents for bidding. The Architect shall also prepare a final design cost estimate based on the approved construction documents.

d. **Bidding.** During the Bidding Phase, the Architect shall conduct a pre-bid conference with potential bidders, shall assist in obtaining bids, shall conduct a qualification review of the low bidder and transmit his recommendations as to the award of the construction contract to the Town. The Town shall prepare all notices required to be published by the Town.

e. **Construction Administration.** The Architect shall provide full time construction oversight including any additional design input and review, cost and schedule control, logistical planning, construction observation, work with the Town for project procurements not limited to the construction, work with Town Inspectors. This phase will also include attendance at the pre-construction conference, Architec: schedule, an RFI system, construction photos, change order review/management/recommendation, manage, log, and track all PCO’s and Change Orders, shop drawing compliance/ reviews and approvals, construction observation by on-site field representative(s), schedule monitoring, project records, daily logs, review of application for payment and attend weekly project meetings, prepare/distribution of meeting minutes.

f. **Project Closeout Services** may include but not limited to punch list, substantial completion certification, certificate of occupancy, moving co-ordination and setup, final completion, project completion certification, record documents, O & M manuals, warranties, instructions, release of liens affidavits, coordination drawings, any startup procedures, equipment operation reports (if applicable), warranties, project: acceptance recommendation, monitor status and completion of the punch list items.

7.3 **Miscellaneous Services**

a. Architect to be available for public meetings to assist the Town in Project briefings before Town governing authorities.

b. Clerk of the Works (optional).

c. Owner’s Rep (optional).
8. **TIMEFRAMES**

The anticipated RFP schedule is as follows:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>RFP Issued</td>
<td>July 27, 2015</td>
</tr>
<tr>
<td>Pre-proposal conference</td>
<td>August 11, 2015</td>
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<tr>
<td>Proposals Due</td>
<td>August 31, 2015</td>
</tr>
<tr>
<td>Proposal Review Completed</td>
<td>September 8, 2015</td>
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<tr>
<td>Interview respondents*</td>
<td>September 17-23, 2015</td>
</tr>
<tr>
<td>Select Architect</td>
<td>September 25, 2015</td>
</tr>
<tr>
<td>Commencement of contract</td>
<td>October 15, 2015</td>
</tr>
<tr>
<td>Site Selection and Finalization of budget</td>
<td>May 1, 2016</td>
</tr>
<tr>
<td>Completion of Phase I services</td>
<td>November 1, 2016</td>
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</tbody>
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*The Town reserves the right to make a selection on the basis of the proposal alone; however it may invite selected respondents for interviews at its discretion.*

9. **CONTRACT PERIOD**

The contract period is anticipated to be from date of execution through the completion of the construction project and close out if approved by referendum.

10. **CONTRACT MANAGEMENT**

10.1 Any contract or purchase order resulting from this RFP will be managed by the Director of Library Services unless otherwise specified.

10.2 The selected Architect will assign one qualified individual, who will be the firm's day-to-day contact person and who will be responsible for directing and coordinating the activities of the firm's personnel in all aspects of the project.

11. **EVALUATION AND AWARD**

11.1 **Selection Criteria**

The following criteria will be used, without limitation, in evaluating proposals and determining the most responsive Architect:

a. The Architect’s experience in designing library projects, similarly sized facilities and other projects.

b. The background and experience of the Architectural Firm in providing similar services as well as the specific background, education, qualifications and relevant experience of key personnel to be assigned to this contract.

c. The Architectural Firm’s understanding of the overall project, project schedule and proposed approach.

d. References and specific projects that are comparable in size and budget. The Town may contact one or more of the references listed in this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).
e. Current work load and staff assignment.

f. Responsiveness to the RFP.

g. Proposed fees and costs, although the Town is not bound to select the Architectural Firm that propose the lowest fees. The Town reserves the right to negotiate fees with the selected Firm.

Proposals in response to this RFP will be reviewed against the criteria listed above, and recommendation for award will be made in accordance with standard purchasing procedures.

11.2 Selection Procedures

The Town intends to enter into contract with the most responsible Architect whose proposal is determined to be in the best interest of the Town.

a. The Town reserves the right to reject any or all proposals or parts thereof for any reason, to negotiate changes to proposal terms, to waive minor inconsistencies with the RFP, and to negotiate contracts with the successful Architects.

b. The Town reserves the right to make a selection on the basis of the proposal alone; however it may invite selected respondents for interview at its discretion. The Town anticipates that a Selection Panel will short list several Architects for interviews and after completion of their interviews, forward up to three (3) Architects to a Building Committee for final interviews.

c. Proposers must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary for the Town to satisfactorily meet the requirements set forth or implied in the proposal.

d. The Town shall, after a thorough review of the proposals received, and after conclusion of the interview process if needed, will award a contract to the Architect whom the Town deems best qualified to perform the services required under this contract.

12. PROPOSALS

The Town will not be liable for costs incurred in the preparation of the response to this RFP or in connection with any presentation before the Town. Proposals submitted must be bount, paginated, indexed and numbered consecutively. The original proposal must be clearly marked as such. Architects shall submit as their proposal the following:

12.1 Letter of Transmittal: A letter of transmittal addressed to Nancy Haynes, the Purchasing and Risk Manager, which includes a statement by the respondent accepting all terms and conditions and requirements contained in this RFP. The letter should also include a brief discussion of the firm's background, experience, and ability to perform this contract in accordance with the Scope of Services. Also to be included is a list of clients for whom similar services were/are performed.
12.2 Detailed Proposal, which includes the following sections:

a. **Project Understanding:** Provide a written discussion in sufficient detail to demonstrate the Architect’s understanding of the scope and the professional services required.

b. **Experience:** Provide a detailed written summary of the Firm’s history and experience and capability in providing the engineering services required. A listing of relevant projects that the Architect has completed within the last five (5) years must be provided, focusing on work done for libraries and municipalities. The following information shall be provided for each organization listed under this sub section:
   - Organization name and the name, title, address and telephone number of a responsible contact person. Copy of Architect’s Connecticut license.
   - Nature of services provided and dates services started and actually completed.
   - Please indicate, for each assignment, if it was completed within the original contract timeframes. If not please explain.
   - For each project, the gross cost of the agreement.
   - Identify any sub-consultants

Additionally, please list any contracts or purchase orders in the last three (3) years between your firm and any agency of the Town of Bloomfield.

c. **Staff Plan:** Identify key personnel whom the firm will assign to perform services under this contract. Indicate their background, experience and areas and levels of responsibility. Provide the resumes of all key personnel. Identify any sub-consultants that are anticipated to be used in the performance of the contract.

d. **Services Expected of the Town:** Define the nature and scope of all services to be provided by the Town.

e. **References:** Architects must provide a minimum of three references, sufficiently detailed to include names, titles, addresses and telephone numbers as to allow the Town to contact these references. References should be for like work and preferred from those projects listed in the proposal.

f. **Fee Proposal:** Architects are required to submit a fee proposal which includes the following:
   - Phase I services
   - Phase II services by phase:
     - Detailed design
     - Bidding and Award
     - Construction Administration and closeout
   - Miscellaneous services

  g. **Information Regarding: Failure to Complete Work, Default and Litigation:** Please provide detailed information on any of the following, if pending or resolved within the past five years:

     1. Professional Liability claims against the firm, principals or employees.
     2. Failure to complete any work awarded.
     3. Default on a contract or contract terminated for cause.
     4. Litigation and/or claims related to errors and omissions.
     5. Suspension or debarment.
7. Other civil or criminal claims.

h. Exceptions and Alternatives: Proposers wishing to take exceptions to any requirement in the RFP shall state and explain such exceptions. The Town may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating proposals. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.

i. Additional Data: Any additional information which the proposer wishes to bring to the attention of the Town that is relevant to this RFP.

j. Required Forms: Architects are required to complete IRS form W-9 and submit it with their proposal.

All Proposals must be signed by the firm’s authorized official. The proposal must also provide name, title, address, and telephone numbers for 1) the individual with authority to negotiate and contractually bind the firm, and 2) for those who may be contacted for the purpose of clarifying any information provided therein.

13. GENERAL REQUIREMENTS

13.1 Insurance:

The selected Architect shall be required to furnish proof of the following insurance coverage within ten (10) days of receipt of Notice of Selection. Insurance shall be issued by an insurance company licensed to conduct business in the State of Connecticut with a Best’s Key Rating of A-, VIII or better. Any and all exceptions must be approved by the Town Manager. Insurance coverage shall remain in full force for the duration of the Contract term including any and all extensions or renewal thereof. Each insurance certificate shall contain a (30) day notice of cancellation. All renewal certificates shall be furnished at least thirty (30) days prior to policy expiration.

13.1.2 Commercial General Liability, including Contractual Liability Insurance, with limits not less than $1,000,000 Combined Single Limit Bodily Injury and Property Damage. All, if any, deductibles are the sole responsibility of the selected Provider to pay and/or indemnify.

13.1.3 Automobile Liability Insurance including non-owned and hired vehicles in the same limits as indicated in 13.1.2 above.

13.1.4 Workers’ Compensation in accordance with Connecticut General Statutes

13.1.5 Employer’s Liability:
   $100,000 bodily injury for each accident;
   $100,000 bodily injury by disease for each employee
   $500,000 bodily injury by disease aggregate

13.1.6 Errors and Omissions or Professional Liability: Issued on a claims made basis with a $2,000,000 Single Limit for the term of the contract and for two years following its completion.
13.1.7 The Town of Bloomfield and Bloomfield Board of Education are included as Additional Insureds, ATIMA under the Commercial General Liability and Employer’s Liability Insurance Policies. THE UNDERLINED WORDING MUST BE SHOWN IN THE SPACE PROVIDED FOR “COMMENTS” ON THE ACORD INSURANCE CERTIFICATE. (Additional Insured requirement is expressly waived for Workers’ Compensation and Professional Liability coverages.)

13.1.8 Each insurance coverage named above shall provide not less than a 30-day notice of cancellation to the Town. All policies shall be on the occurrence form except where noted otherwise. Any and all exceptions shall be reviewed by the Purchasing and Risk Manager.

13.1.9 Cancellation or other termination of insurance policies required by this Agreement without immediate replacement thereof may be considered a default in the terms and conditions of this Agreement. The Architect agrees that such default may be cured by procurement of insurance on behalf of Architect, at the Architect’s expense, at Town’s option.

13.2 **Hold Harmless Agreement:**

The Architect, its agents and assigns shall indemnify and hold harmless the Town of Bloomfield and the Bloomfield Board of Education, including but not limited to, its elected officials, its officers, agents, employees and volunteers ("the Town") from any and all claims made against the Town, including but not limited to, damages, awards, costs and reasonable attorneys fees, to the extent any such claim directly and proximately results from the wrongful, willful or negligent performance of services by the Architect during the Architect’s performance of this Agreement or any other Agreements of the Architect entered into by reason thereof. The Town agrees to give the Architect prompt notice of any such claim and absent a conflict of interest, an opportunity to control the defense thereof.

As a municipal agency of the State of Connecticut, the Town will NOT defend, indemnify, or hold harmless the successful Architect.

13.3 **Conditions**

Architects responding to this RFP will be expected to adhere to the following conditions in an agreement with the Town and must make a positive statement to that effect in its proposal submitted:

- **13.3a** The Architect has personnel sufficient to assure service continuity and project completion and agree to maintain adequate qualified personnel for the full duration of the contract.

- **13.3b** The Architect is licensed by the State of Connecticut and agrees to submit a copy of current License and those of key individuals assigned to this Agreement with their proposal. Acceptable licensure is Architect, Architect & Engineering Corporation, Architect Engineer & Land Survey Corporation, Architect & Land Survey Corporation, and Architecture Corporation.

- **13.3c** Agree that the licenses of the firm and all personnel assigned will remain current for the duration of the Agreement.

- **13.3d** Agree that all work produced under this agreement will become property of the Town of Bloomfield.
13.3e Agree to provide the insurance coverage herein specified for the full duration of the contract's term, including any and all extensions.

13.3f Agree to accept and follow management direction from the Town and specifically, the Director of Library Services or her duly authorized designee.

10.3g Agree to conform to all applicable laws and ordinances and policies of the Federal Government, State of Connecticut and Town of Bloomfield.

13.3h Agree that if the Town cannot in good faith negotiate a written contract within a reasonable time with a selected Architect, the Town may unilaterally cancel its selection of that Architect.

13.3i Agree that periodic payments to the Architect will be made as agreed upon in the signed contract.

13.3j Agree that the Town reserves the right to terminate the contract at any time. In the event of contract termination, the Architect shall be entitled to payment for approved services rendered after the execution of the contract and prior to receipt of notice of termination. However, if the Architect has damaged the Town, said payment may be withheld until the Town determines whether or not by how much said payment should be reduced.

13.3k Agree that the contract between the Town and the Architect shall be governed by and construed in accordance with the laws of the State of Connecticut and the ordinances of the Town of Bloomfield.

13.3l Agree that no conflict of interest exists. Identify the nature of any potential conflict of interest your firm might have in providing services to the Town under this RFP. Discuss fully any conflicts of interest, actual or perceived, which might arise in connection with your firm's performance of the proposed agreement. If conflicts do or might exist, describe how your firm would resolve them.

14. **ANTI COLLUSION STATEMENT**

Proposers and their employees, officers, advisers, agents or sub-contractors must not engage in any collusive bidding or other anti-competitive conduct, or any other similar conduct, in relation to:

a. the preparation or submission of Proposals;
b. the clarification of Proposals; and
c. the conduct and content of negotiations, including final contract negotiations,

in respect of this RFP or procurement process, or any other procurement process being conducted by the Town in respect of any of its requirements.

15. **TAXPAYER'S IDENTIFICATION NUMBER**

Each Architect, whether an individual, proprietor, partnership or a non-profit corporation or organization must obtain, complete and include, with the proposal submitted, an Internal Revenue Service Form W-9, "Request for Taxpayer Identification Number and Certification".

12
16.  ADDITIONAL INFORMATION AND REVISIONS TO PROPOSALS

Information may be provided to potential respondents for the purpose of clarification to assure full understanding of, and responsiveness to the Request for Proposal requirements. Prospective respondents shall be afforded fair and equal treatment with respect to access to additional information and revision of proposals.
EXHIBIT A

REQUEST FOR PROPOSALS
No. 1063

PLANNING AND ARCHITECTURAL SERVICES
FOR

PROSSER PUBLIC LIBRARY
1 TUNXIS AVENUE
BLOOMFIELD, CT
PROSSER LIBRARY FEASIBILITY STUDY
PRELIMINARY BUDGET
May 8, 2012

I. RENOVATE AND EXPAND THE LIBRARY AT THE EXISTING SITE

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<table>
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<tbody>
<tr>
<td>Existing Building</td>
<td>18,923</td>
</tr>
<tr>
<td>Addition</td>
<td>18,441</td>
</tr>
<tr>
<td>Total Building</td>
<td>37,364</td>
</tr>
<tr>
<td>Usable Area</td>
<td>32,160 sf</td>
</tr>
</tbody>
</table>

Library Construction 7,341,280
Contingency 15% 1,101,192
Total Construction 8,442,472
Other Costs 2,037,618
Total Project Budget ........................................10,480,090

II. CONSTRUCT NEW LIBRARY ON TOWN HALL SITE

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Library</td>
<td>28,431 (74%)</td>
</tr>
<tr>
<td>Town Hall</td>
<td>9,982* (26%)</td>
</tr>
<tr>
<td></td>
<td>2,180sf Community</td>
</tr>
<tr>
<td>Total Addition</td>
<td>38,413sf</td>
</tr>
</tbody>
</table>

Library Construction 7,177,486
Town Hall Construction 2,521,819
Contingency 8% 750,000
Total Construction 10,449,305
Other Costs 2,056,064
Total Project Budget ........................................12,494,369