

**TOWN OF MONTVILLE
REQUEST FOR QUALIFICATIONS/PROPOSALS
ARCHITECTURAL DESIGN AND
ENGINEERING FOR A NEW ANIMAL SHELTER
FACILITY AND ASSOCIATED SITE
IMPROVEMENTS
2022-9**

NOTICE IS HEREBY GIVEN that the Town of Montville CT is accepting qualifications/proposals from qualified consulting firms to perform CONSULTANT SERVICES for a new Municipal Animal Shelter.

A copy of the RFQ/RFP is available on the Town of Montville website at www.townofmontville.org.

RESPONSE PROCEDURE:

Qualified firms are encouraged to submit a proposal to the Finance Department, Montville Town Hall, 310 Norwich New London Turnpike, Uncasville, CT 06382, no later than **10:00 AM local time on May 10, 2022 in an envelope marked on the outside as “RE: Consultant – Animal Shelter RFP/RFQ.**

Responses should be submitted to the Finance Department pursuant to the above directions and at a minimum, should include the following information:

- a. Response to RFQ/RFP.
- b. Firm name and address of the responsible office.
- c. Contact person, phone number and internet email address.
- d. A statement regarding qualifications of the firm.
- e. Identification of any sub-consultant relationships that may be considered to fulfill the disciplines identified in the RFQ/RFP Package.
- f. Identification of the firm’s key personnel, their proposed roles in the project and their hourly rates.

All questions concerning this RFQ/RFP are due (by email ONLY) on or before 12:00 PM on May 3, 2022. Questions are to be emailed to tcummings@claengineers.com.

In addition to other reservations and conditions contained in the proposal documents, the Town of Montville reserves the right to waive any technical defects in the proposals received; to waive any formalities or irregularities; to reject any and all proposals for any reason, including that it or they do not conform to the terms and conditions described herein, as determined by the Town in its sole discretion; to accept or reject any part of any proposal received; to present and negotiate terms of a contract together or separately with any party submitting a proposal; to determine qualifications exclusively and finally; to request additional qualifications; and to select any proposal or part thereof based on any combination of factors, including the amount proposal, the time of completion, and the Town’s best interests. The Town further reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether or not that proposal is selected.

The Town may hold the bids for a period not to exceed sixty (60) days from the date of the bid opening to review the bids and investigate the bidders’ qualifications prior to awarding the contract.

ARTICLE I: INTRODUCTION AND GENERAL DESCRIPTION OF REQUIRED SERVICES

A. Purpose:

Town of Montville, CT seeks architectural design and engineering design services for plan and specification development associated with site selection and design of a new animal control facility with the supporting utility, parking area, and related site improvements.

B. Project Scope

General Overview: The Town of Montville, CT proposed to construct a municipal animal shelter facility building designed per the following general guidelines:

- Location – study of four (4) sites in Montville
- Building Size - 1000± SF
- Kenneling – 16 cages and runs
- Building shall have lobby, administration office, cat area, dog wash, storage, laundry, bathroom and mechanical room with heating/ac, water, sewer, electrical and communication.
- Driveway and parking area and landscaping.

C. Proposal Requirements

Qualification and Project Approach:

The Town of Montville, CT is seeking qualifications and proposals for the architectural and engineering design of a new municipal animal shelter. It is required that the respondents provide a full design team (architect, civil engineer, MEP engineer, etc.) will all required members to complete the entire project from concept to construction completion.

The applicants must be able to articulate specifically how to approach to design will address odor, disease control, animal holding conditions, and noise control.

The lead engineering or architectural firms must each provide evidence of at least 15 years of experience in the design of animal shelters and kennels. Firms must provide a list of projects with dates indicating at least 10 animal shelter projects within the past 10 years for which the firm was the engineer or architect of record. Shelter projects are to include additional information including the size, completion date, a short summary of services and references.

The building systems (MEP) engineering firms or the architectural firm on the responding team must be able to demonstrate a distribution of work such that animal care planning and design is a primary building type for which they provide architectural/engineering services, representing a majority of their work. The animal care facility design expert must be one of the licensed professionals of record on the project.

Firms must also include a written description of their knowledge and approach to caging, animal care equipment, flooring, finishes, and millwork to indicate a substantial and current familiarity with products and vendors in the industry.

Respondents additionally must be demonstrated experience with caging and animal equipment system planning. Responses must include demonstrated experience in both operational and building system solutions to noise control and abatement. Responses must include a demonstrated understanding of animal environmental requirements specifically with regard to bacterial and viral airborne disease and the control of fecal-oral disease.

Engineering and architectural firms are expected to participate from the beginning with involvement from programming completely through final construction and commissioning. Firms should describe the approach to construction administration and have demonstrated experience in municipal, publicly bid animal care projects.

Architectural and MEP engineering firms must each provide names and qualifications of the specific individuals who will be working on the project. Preference will be given to engineering or architectural firms with full time employees who have previous animal care industry experience.

Time and Cost:

Provide detailed cost breakdown and timeline/schedule for site selection and design phases of the project. The schedule shall be based on the consultants ability to complete the work items as soon as practical. Schedule and cost will both be considered equally in the bid qualification process.

Consultant shall assume a two-week review period for all submissions.

D. Proposal and Selection Process:

All submissions to the RFP shall be in the possession of the Town of Montville no later than the close of business on .

No submissions will be accepted after this time.

Method of Evaluation:

The Town will review the proposals.

Interviews, if required, will be held on a mutually agreed upon date. Candidates must be represented in interviews by managers and senior staff that will be responsible for the project, as applicable.

Upon selection of a consultant, a Purchase Order and Project Agreement outlining roles and responsibilities for financial terms and other conditions shall be negotiated between the selected consultant and the Town.

Compliance with Laws:

1. Non-Discrimination and Affirmative Action. Respondent, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age, marital status, sexual orientation, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to blindness, unless it is shown by the Respondent that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or the State of Connecticut, nor otherwise commit an unfair employment practice. Respondent further agrees that this article, (and any additional provisions required by law), will be incorporated by Respondent in all contracts entered into in connection with this contract. The following principles and requirements of Equal Opportunity and Affirmative Action, as incorporated herein, will be incorporated into "Equal Opportunity - Non-Discrimination Clause" to be included in all bid documents, purchase orders, lease and contracts. The principles of Affirmative Action are addressed in the 13th, 14th and 15th Amendments of the United States Constitution, Civil Rights Act of 1964, Equal Pay Act of 1963, Title VI and VII of the 1964 United States Civil Rights Act, Presidential Executive

Orders 11246, 11375, 11478 (nondiscrimination under federal contracts), Act 1, Section 1 and 20 of the Connecticut Constitution, Governor Grasso's Executive Order Number 11, Governor O'Neill's Executive Order Number 9, the Connecticut Fair Employment Practices Law (Sec. 46a-60-69) of the Connecticut General Statutes, Connecticut Code of Fair Practices (46a-70-81), Deprivation of Civil Rights (46a-58 (a)(d)), Public Accommodations Law (46a-63-64), Discrimination against Criminal Offenders (46a-80), definition of blind (46a-51(1)), definition of Physically Disabled (46a-51 (15)), definition of Mentally Retarded (46a-51- 13), cooperation with the Commission on Human Rights and Opportunities (46a-77), Sexual Harassment (46a-60 (a)-8), Connecticut Credit Discrimination Law (360436 through 439), Title 1 of the State and the Local Fiscal Assistance Act 1 1972. Every contract to which the State is party must contain the nondiscrimination and affirmative action provisions provided in the Connecticut General Statutes Section 4a-60a.

2. Executive Orders. The contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgate June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgate February 15, 1973, concerning the listing of employment opening and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the contract as if they had been fully set forth in it. The contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgate April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

3. Specific Requirements.

- a. **Workers' Compensation Insurance.** The awarded Respondent shall carry workers' compensation insurance in accordance with the requirements of the laws of the State of Connecticut, and employer's liability limits of One Million Dollars (\$1,000,000.00) coverage for each accident, One Million Dollars (\$1,000,000.00) coverage for each employee by disease, One Million Dollars (\$1,000,000.00) policy limit coverage for disease.
- b. **Commercial General Liability.** With respect to all operations which awarded respondent performs, it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000.00) coverage per occurrence for each site or project for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. Each annual aggregate limit shall not be less than Two Million Dollars (\$2,000,000.00). The limit may be provided through a combination of primary and umbrella/excess liability policies acceptable to The Town of Montville. Blanket Contractual Liability for liability assumed under this Agreement and all other Contracts relative to the Project.

- c. Automobile Liability.** With respect to each owned, non-owned, or hired vehicles, the awarded Respondent shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000.00).
- d. Excess Liability Coverage.** With respect to the coverage provided by the awarded Respondent for this Project, excess liability insurance will be provided in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence and annual aggregate basis.
- e. Aggregate Limits.** Any aggregate limits must be declared to and be approved by Town of Montville. It is agreed that the awarded Respondent shall notify the Town of Montville whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Respondent agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by Respondent.
- f. Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to and approved by the Town of Montville. All deductibles or self-insured retentions are the sole responsibility of the awarded Respondent to pay and/or to indemnify.
- g.** The parties agree that the amounts of insurance under this Agreement do not, in any way, limit the Respondent's liability to the Town of Montville by virtue of this promise to indemnify and hold the Town of Montville harmless so that in the event of any settlement of a claim or a judgment in an amount in excess of the amount of insurance coverage carried by the awarded Respondent, the Respondent shall be liable to the Town of Montville for the difference, plus all fees and expenses incurred in collecting same, all at the Respondent's sole cost.
- h. Errors and Omissions Insurance.** The awarded Respondent shall provide and maintain Errors and Omissions Insurance with minimum limits of \$2,000,000 per occurrence/annual aggregate. The policy shall not have a deductible greater than \$50,000.00. Coverage shall be maintained in effect continuously for a period of at least six (6) years from the date of Final Payment by Owner to Respondent.

ARTICLE II: REQUIRED PROFESSIONAL DISCIPLINES

Consultants submitting qualifications shall include in their proposals sufficient information to clearly describe their ability to provide the services required in Article I. Submission shall include, in the Letter of Response, the disciplines and capabilities available from the submitter's core staff and the disciplines & capabilities available from sub-consultants.

The submission shall clearly identify the names and qualifications of the core team fulfilling the requirements of the services. The core team shall include a team leader who will also serve as the primary contact for the services as requested by the user department. The core team shall act as a liaison to the Town and provide the Town with one point of contact.

The Town's selection of the successful firm will be based, in part, on the qualifications and capabilities of the firm's defined sub-consultants, which act as a substantial inducement and material consideration in the selection.

ARTICLE III: CONTRACT FORM

The selected firm will be expected to execute a contractual Agreement with the Town.

ARTICLE IV: SUBMISSION OF QUALIFICATIONS/PROPOSALS

Each Offeror must submit five (5) copies in a sealed envelope bearing on the outside the name of the firm, full address, name of the project for which the proposal is submitted and date and time proposal is due.

Each proposal must include a fee schedule.

ARTICLE V: FINAL SELECTION METHOD

The Town Council reviews all proposals and may interview candidates or firms and it makes the final selection.

ARTICLE VI: LOCAL BIDDERS AND RIGHT TO OFFSET

Local Bidders

For all Town purchases of goods and services not utilizing State or Federal funds, any responsible Town Bidder that has submitted a bid not more than 15% (fifteen percent) higher than the low bid provided such Town based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one Town based bidder have submitted bids not more than 15% (fifteen percent) higher than the low bid, and have agreed to accept the award of the low bid, the lowest responsible bidder shall be the one of such Town based bidders that submitted the lowest bid.

That within the bidding process, that all businesses claiming to be Montville businesses, provide the Finance Department(Assessor's Section) with sufficient documentation to prove that they are in compliance with property tax assessments, including motor vehicle tax assessments.

Seller agrees that as a condition of his sale of goods and/or services to the Town of Montville, the Town of Montville will be authorized to deduct from the proceeds due the seller an amount not to exceed 25% (twenty five percent) of the total amount due the seller. Said amount is to be applied against any unpaid and overdue taxes, assessments, fees, or other charges levied by the Town of Montville or any agency thereof against the Seller.

The Seller further agrees that Seller shall insure that Seller has the right to withhold an amount not to exceed 25% from each subcontractor working for the Seller, and providing goods and/or services to the Town of Montville, and to remit such withheld money to the Town in full or partial satisfaction of any unpaid and overdue taxes, assessments, fees, or other charges levied by the Town of Montville or any agency thereof against such subcontractor."

In no case shall the amount of any deduction from the proceeds due a Seller and/or subcontractor exceed the total amount owed by such Seller or Subcontractor to the Town or its agencies.

Right of Offset

Seller agrees as a condition of his sale of goods and/or services to the Town of Montville, the Town of Montville will be authorized to deduct from the proceeds due the Seller an amount not to exceed 25% of the total amount due the Seller. Said amount is to be applied against any unpaid and overdue taxes, assessments, fees, or other charges levied by the Town of Montville or any agency thereof against the Seller. The Seller further agrees that Seller shall insure that Seller has the right to withhold an amount not to exceed 25% from each subcontractor working for the Seller, and providing goods and/or services to the Town of Montville, and to remit such withheld money to the Town in full or partial satisfaction of any unpaid and overdue taxes, assessments, fees, or other charges levied by the Town of Montville or any agency thereof against such subcontractor."

In no case shall the amount of any deduction from the proceeds due a Seller and/or subcontractor exceed the total amount owed by such Seller or Subcontractor to the Town or its agencies.

ARTICLE VII: AFFIDAVITS:

NON-COLLUSIVE / NON-CONFLICT AFFIDAVIT OF RESPONDENTS

RFP/RFO ARCHITECTURAL DESIGN AND ENGINEERING FOR A NEW ANIMAL SHELTER FACILITY AND ASSOCIATED SITE IMPROVEMENTS

The undersigned bidder, having fully informed himself or herself regarding the accuracy of the statements made herein certifies that:

1. the proposal has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition;

2. the contents of the proposal have not been communicated by the proposer and its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid;

3. no Town Councilor or other officer or employee or person whose salary is payable in whole or in part from the Town of Montville, nor any immediate family member thereof, is directly or indirectly interested in the Proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any profits thereof; and

4. he/she has read the Montville Code of Ethics, set forth in Chapter 49 of the Code of the Town of Montville, which is available on the Town website and he/she agrees on his/her behalf and on the behalf of his/her firm/company that he/she nor his/her firm/company are in violation of the Code with respect to this bid.

The undersigned further certifies that this statement is executed for the purpose of inducing the Town of Montville to consider the bid and make an award in accordance therewith.

Legal Name of Proposer: _____

Business Name: _____

Business Address: _____

Signature and Title of Person

Subscribed and sworn to me _____
this _____ day of _____, 20_____.

Notary Public

My Commission Expires _____
Date

ARTICLE VIII: AFFIRMATIVE ACTION/EEO AFFIDAVIT

FOR: RFP/RFQ ARCHITECTURAL DESIGN AND ENGINEERING FOR A NEW ANIMAL SHELTER FACILITY AND ASSOCIATED SITE IMPROVEMENTS

Concerning Equal Employment Opportunities and/or Affirmative Action Policy

I/we, the respondent, certify to the TOWN OF MONTVILLE that:

1. I/we are in compliance with the equal opportunity clause as set forth in Connecticut state law (Executive Order No. Three, <http://www.cslib.org/exeorder3.htm>).
2. I/we do not maintain segregated facilities.
3. I/we have filed all required employer's information reports.
4. I/we have developed and maintain written affirmative action programs.
5. I/we list job openings with federal and state employment services.
6. I/we attempt to employ and advance in employment qualified handicapped individuals.
7. I/we are in compliance with the Americans with Disabilities Act.
8. I/we (check one)
_____ have an Affirmative Action Program, or
_____ employ 10 people or fewer

Legal Name of Proposer: _____

Business Name: _____

Business Address: _____

Signature and Title of Person

Subscribed and sworn to me _____
this _____ day of _____, 20_____.

Notary Public

My Commission Expires _____
Date

ARTICLE IX: FEE PROPOSAL FORM

**RFQ/RFP REQUEST FOR QUALIFICATIONS AND PROPOSALS
FOR ARCHITECTURAL DESIGN AND ENGINEERING FOR A NEW
ANIMAL SHELTER FACILITY AND ASSOCIATED SITE
IMPROVEMENTS**

RFQ/RFP DUE:

Company Name: _____ Address: _____

Telephone: _____ Fax: _____
E-mail: _____
Contact Person: _____ Title: _____

We submit for your consideration our RFQ/RFP for engineering consultant services. We have read the RFQ/RFP documents and are submitting our RFQ/RFP in full compliance with all terms and conditions except as noted below under "Exceptions." *We acknowledge receipt of all addendums to the bid documents and assume full responsibility to access those addendums from the Town website as applicable.*

Included are our qualifications, proposed fees and timeline to perform the necessary services.