

TOWN OF MONTVILLE, CONNECTICUT
WATER POLLUTION CONTROL AUTHORITY

STANDARD INSTRUCTIONS TO RESPONDENTS

1. INTRODUCTION

The Montville Water Pollution Control Authority (the "Town") is requesting statements of qualifications to provide engineering services to the Montville Water and Sewer Commission. The successful respondent, if any, will provide engineering services across all disciplines for both the Montville water system and for the Montville sewer system. This RFQ is not a contract offer, and no contract will exist unless and until a written contract is signed by the Town and the successful respondent.

Interested parties should submit a proposal in accordance with the requirements and directions contained in this RFQ. **Respondents are prohibited from contacting any Town employee, officer or official concerning this RFQ, except as set forth in Section 6, below. A respondent's failure to comply with this requirement may result in disqualification.**

If there are any conflicts between the provisions of these Standard Instructions to Respondents and any other documents comprising this RFQ, these Standard Instructions to Respondents shall prevail.

2. GENERAL STATEMENT OF DUTIES AND QUALIFICATIONS

The successful respondent shall be responsible for reviewing plans, proposed developments, and as-built drawings including, but not limited to, water systems, sanitary sewers, building construction and all preliminary and final inspections of said engineering work. The successful respondent will work for and be directly responsible to the Montville Water and Sewer Commission. The WPCA Administrator shall be responsible for all engineering work referred by the WPCA and shall coordinate all activities with the WPCA Plant Superintendent or his designee.

At least one of the respondent's principals shall be a registered professional engineer (civil) licensed to practice in the State of Connecticut. The successful respondent must employ during the term of this agreement a land surveyor licensed to practice in the State of Connecticut.

The successful respondent must have comprehensive knowledge and experience in the following principles: (a) modern principles of structural and civil engineering, (b) sewer utilities design and construction, (c) water utilities design and construction, (d) surveying techniques, (e) computer aided design, GIS mapping, and other computed software applications, (f) construction contract administration, (g) State and Federal regulatory requirements, (h) construction inspection and

maintenance, and (i) preparation of reports and studies relative to current and future water and sewer service requirements.

The successful respondent must be located within a **one hundred mile** radius of the boundary of the Town of Montville boundary line. The respondent must be able to respond to a request for services within **two hours**.

3. RIGHT TO AMEND OR TERMINATE THE RFQ OR CONTRACT

The Town may, before or after proposal opening and in its sole discretion, clarify, modify, amend or terminate this RFQ if the Town determines it is in the Town's best interest. Any such action shall be effected by a posting on the Town's website, www.townofmontville.org. **Each respondent is responsible for checking the Town's website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFQ as modified by the addenda.**

If this RFQ provides for a multi-year agreement, the Town also reserves the right to terminate the Contract at the end of the last fiscal year for which funds have been appropriated, and the Town shall have no obligation or liability to the successful respondent for any unfunded year or years.

4. KEY DATES

Proposal Opening: December 16, 2014

Interviews for one or more proposers (if deemed necessary): January 5th

Preliminary Notice of Award: January 15, 2014

Contract Execution: To be determined upon selection

The Preliminary Notice of Award and Contract Execution dates are anticipated, not certain, dates.

5. OBTAINING THE RFQ

All documents that are part of this RFQ may be obtained from Brian Lynch at the offices of the Montville Water Pollution Control Authority at 310 Norwich-New London Tpke., Uncasville, CT 06382.

6. PROPOSAL SUBMISSION INSTRUCTIONS

Proposals must be received in the offices of the Montville Water Pollution Control Authority at 310 Norwich-New London Tpke., Uncasville, CT 06382 prior to the end date and time the proposals are scheduled to be opened publicly. Postmarks prior to the opening date and time do

NOT satisfy this condition. The Town will not accept submissions by email or fax. Respondents are solely responsible for ensuring timely delivery. The Town will **NOT** accept late proposals.

One (1) original and eight (8) copies of all proposal documents must be submitted in sealed, opaque envelopes clearly labeled with the respondent's name, the respondent's address, the words **"PROPOSAL DOCUMENTS"**, and the **Proposal Title, Proposal Number and Proposal Opening Date**. The Town may decline to accept proposals submitted in unmarked envelopes that the Town opens in its normal course of business. The Town may, but shall not be required to, return such proposal documents and inform the respondent that the proposal documents may be resubmitted in a sealed envelope property marked as described above.

Proposals may be withdrawn personally or in writing provided that the Town receives the withdrawal prior to the time and date the proposals are scheduled to be opened. Proposals are considered valid, and may not be withdrawn, cancelled or modified, for sixty (60) days after the opening date, to give the Town sufficient time to review the proposals, investigate the proposer's qualifications, secure any required municipal approvals, and execute a binding contract with the successful respondent in accordance with Section C407 of the Town Charter.

7. QUESTIONS AND AMENDMENTS

Questions concerning the process and procedures applicable to this RFQ are to be submitted in **writing** (including by e-mail or fax) and directed **only to**:

Name: Brian Lynch and Maureen Benway

Department: Montville WPCA

E-mail: blynch@montville-ct.org; mabenway@montville-ct.org

Fax: (860) 848-4354

Respondents are prohibited from contacting any other Town employee, officer or official concerning this RFQ. A respondent's failure to comply with this requirement may result in disqualification.

The appropriate Town representative listed above must receive any questions from respondents no later than seven (7) business days before the proposal opening date. The Town will answer all written questions by issuing one or more addenda, which shall be a part of this RFQ and the resulting Contract, containing all questions received as provided for above and discussions regarding same.

At least four (4) calendar days prior to the proposal opening, the town will post any addenda on the Town's website, www.townofmontville.org. **Each respondent is responsible for checking the website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFQ as modified by the addenda.**

No oral statement of the Town, including oral statements by the Town representatives listed above, shall be effective to waive, change or otherwise modify any of the provisions of this RFQ, and no proposer shall rely on any alleged oral statement.

8. REQUIRED INFORMATION

All respondents shall provide an overview of the firm and include service profiles or resumes of all personnel that will be providing professional services to the Town, including their education, specialization, licenses, and position within the firm.

Included with this overview, respondents must provide:

- Hourly billing rates for each type of professional service that will be provided by the firm;
- A description of the firm's billing policies, including phone calls and travel time;
- Certificates of Insurance showing that the respondent maintains at least one million dollars (\$2,000,000) in general liability coverage, one million dollars (\$2,000,000) in errors and omissions insurance, and workers' compensation insurance coverage in accordance with state law;
- A statement certifying that neither the respondent nor any person with a financial interest in the respondent is listed on the Connecticut Debarment List;
- If the respondent is a corporation, limited liability company, or other business entity that is required to register with the Connecticut Secretary of the State's Office, evidence of such registration;
- The name, address, and telephone number of references for at least three (3) municipal officials, from separate municipalities, for whom the respondent has provided similar services;
- A description, including the involved parties and persons, subject matter, and disposition (if any) of all pending or resolved arbitration or litigation in which the respondent or any of its principals (regardless of place of employment) has been involved in the past ten years, including professional grievance and/or professional ethical complaints

The Town reserves the right, either before or after the opening of the proposals, to ask any respondent to clarify its proposal or to submit additional information that the Town in its sole discretion deems desirable.

9. COSTS FOR PREPARING PROPOSAL

Each respondent's cost incurred in developing its proposal are its sole responsibility, and the Town shall have no liability for such costs.

10. OWNERSHIP OF PROPOSALS

All proposals submitted become the Town's property and will not be returned to respondents.

11. FREEDOM OF INFORMATION ACT

All information submitted in a proposal or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended and judicially interpreted. A respondent's submissions may contain financial, trade secret or other data that it claims should not be public (the "Confidential Information"). A respondent must identify specifically the pages and portions of its proposal or additional information that contain the claimed Confidential Information by visibly marking all such pages and portions. Provided the respondent cooperates with the Town as described in this section, the Town shall, to the extent permitted by law, protect from unauthorized disclosure such Confidential Information.

If the Town receives a request for a respondent's Confidential Information, it will promptly notify the respondent in writing of such request and provide the respondent with a copy of any written disclosure request. The proposer may provide written consent to the disclosure, or may object to the disclosure by notifying the Town in writing to withhold disclosure of the information, identifying in the notice the basis for its objection, including the statutory exemption(s) from disclosure. The respondent shall be responsible for defending any complaint brought in connection with the nondisclosure, including but not only appearing before the Freedom of Information Commission, and providing witnesses and documents as appropriate.

12. PRESUMPTION OF RESPONDENT'S FULL KNOWLEDGE

Each respondent is responsible for having read and understood each document in this RFQ and any addenda issued by the Town. A respondent's failure to have reviewed all information that is part of or applicable to this RFQ, including but not only any addenda posted on the Town's website, shall in no way relieve it from any aspect of its proposal or the obligations related thereto.

Each respondent is deemed to be familiar with and is required to comply with all federal, state and local laws, regulations, ordinances, codes and orders that in any manner relate to this RFQ or the performance of the work described herein.

By submitting a proposal, each respondent represents that it has thoroughly examined and become familiar with the scope of work outlined in this RFQ, and it is capable of performing the work to achieve the Town's objectives.

13. TAX EXEMPTIONS

The Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes. Federal Tax Exempt # 06-6002039.

14. INSURANCE

The successful respondent shall, at its own expense and cost, obtain and keep in force at least the insurance listed in the Insurance Requirements that are a part of this RFQ. The Town reserves the right to request from the successful respondent a complete, certified copy of any required insurance policy.

15. AWARD CRITERIA; SELECTION; CONTRACT EXECUTION

All proposals will be publically opened and read aloud as received on the date, at the time, and at the place identified in this RFQ. Respondents may be present at the opening. The screening committee will be the Montville Water and Sewer Commission or its designated representatives.

The Town reserves the right to correct, after respondent verification, any mistake in a proposal that is a clerical error, such as a decimal point error. In the event of a discrepancy between the price quoted in words and in figures, the words shall control.

The Town reserves the rights to accept all or any part of a proposal, reject all proposals, and waive any informalities or non-material deficiencies in a proposal. The Town also reserves the right to award the contract for individual services under this RFQ to separate respondents.

The Town will use the Quality Based Selection process; although price will be an important factor, it will not be the only basis for award. Due consideration may also be given to a proposer's experience, references, service, ability to respond promptly to requests, past performance, and other criteria relevant to the Town's interests, including compliance with the procedural requirements stated in this RFQ.

The Town will not award the proposal to any business that or person who is in arrears or in default to the Town with regard to any tax, debt, contract, security or any other obligation.

The Town will select the proposal that it deems to be in the Town's best interest and issue a Preliminary Notice of Award to the successful respondent. The award may be subject to further discussions with the respondent. **The making of a preliminary award to a respondent does not provide the respondent with any rights and does not impose upon the Town any obligations. The Town is free to withdraw a preliminary award at any time for any reason. A respondent has rights, and the Town has obligations, only if and when a Contract is executed by the Town and the proposer.**

If the selected respondent does not execute the Contract within ten (10) business days of the date of the Preliminary Notice of Award, unless extended by the Town, the Town may enter into discussions with another respondent.

The Preliminary Notice of Award and Contract Execution dates in Section 3's Key Dates are

anticipated, not certain, dates.

16. AFFIRMATIVE ACTION AND EQUAL OPPORTUNITY

Each respondent must submit a completed Proposer's Certification Concerning Equal Employment Opportunities and Affirmative Action Policy form included with this RFQ.

Proposers with fewer than ten (10) employees should indicate that fact on the form and return the form with their proposals.

17. COMPLIANCE WITH IMMIGRATION LAWS

By submitting a proposal, each respondent confirms that it has complied, and during the term of the Contract will comply, with the Immigration Reform and Control Act ("IRCA") and that each person it provided under the Contract will at all times be authorized for employment in the United States of America. Each respondent confirms that it has a properly completed Employment Eligibility Verification, Form I-9, for each person who will be assigned under the Contract and that it will require each subcontractor, if any, to confirm that it has a properly completed Form I-9 for each person who will be assigned under the Contract.

The successful respondent shall defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued individuals (collectively the "Town Indemnified Parties"), against any and all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including fines, penalties, punitive damages attorney's fees and costs, brought or assessed against, or incurred by, the Town Indemnified Parties related to or arising from the obligations under IRCA imposed upon the successful proposer or its subcontractor. The successful proposer shall also be required to pay any and all attorney's fees and costs incurred by the Town Indemnified Parties in enforcing any of the successful proposer's obligations under this provision, whether or not a lawsuit or other proceeding is commenced, which obligations shall survive the termination or expiration of the Contract.

18. NON COLLUSION AFFIDAVIT

Each respondent shall submit a completed Proposer's Non Collusion Affidavit that is part of this RFQ.

19. CONTRACT TERMS

The following provisions will be mandatory terms of the Town's Contract with the successful respondent. If a respondent is unwilling or unable to meet any of these Contract Terms, the respondent must disclose that inability or unwillingness in its Proposal Form (see Section 11 of these Standard Instructions to Proposers):

a. MAINTENANCE OF MINIMUM REQUIREMENTS

For the duration of the Contract, one of the principals of the successful respondent will be a civil engineer licensed to practice in the State of Connecticut. Furthermore, the successful respondent must, for the duration of the Contract, employ a land surveyor licensed by the State of Connecticut.

b. COMMITMENT LIABILITY

The Town assumes no commitment liability, financial or otherwise, except for specific services ordered from time to time by the Montville Water and Sewer Commission or its designees.

c. OPTION

This agreement may be extended twice for consecutive one (1) year periods provided the successful respondent is so notified by the Water and Sewer Commission within sixty (60) days of the expiration date of this agreement and accepts within thirty (30) days of the expiration date of this agreement.

d. DEFENSE, HOLD HARMLESS AND INDEMNIFICATION

The successful respondent agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgment, losses or expenses, including attorney's fees, arising out of or relating, directly or indirectly, to the successful respondent's malfeasance, misconduct, negligence or failure to meet its obligations under the RFQ or the Contract. The successful respondent's obligations under this section shall not be limited in any way by any limitation on the amount or type of the successful proposer's insurance. Nothing in this section shall obligate the successful proposer to indemnify the Town Indemnified Parties against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of the Town Indemnified Parties.

In any and all claims against the Town Indemnified Parties made or brought by any employee of the successful respondent, or anyone directly or indirectly employed or contracted with by the successful respondent, or anyone for whose acts or omissions the successful respondent is or may be liable, the successful respondent's obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by the successful respondent under worker's compensation acts, disability benefits acts, or other employee benefits acts.

The successful respondent shall also be required to pay any and all attorney's fees incurred by the Town Indemnified Parties in enforcing any of the successful respondent's obligations under this section, which obligations shall survive the termination or expiration of this RFQ and the Contract

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

e. ADVERTISING

The successful respondent shall not name the Town in its advertising, news releases, or promotional efforts without the Town's prior written approval.

If it chooses, the successful respondent may list the Town in a Statement of References or similar document required as part of its response to a public procurement. The Town's permission to the successful respondent to do so is not a statement about the quality of the successful respondent's work or the Town's endorsement of the successful respondent.

f. W-9 FORM

The successful respondent must provide the Town with a completed W-9 form before Contract execution.

g. PAYMENTS & BILLING

All services will be provided at the rates specified in the statements submitted by the respondent, and will not be increased for emergency services. Separate invoices will be provided for work performed for the Montville sewer system and for the Montville water system. All payments shall be made 30 days after the appropriate Town employee receives and approves the invoice, unless otherwise specified in the Specifications.

h. MAINTENANCE AND AVAILABILITY OF RECORDS

The successful respondent shall maintain all records related to the work described in the RFQ for a period of five (5) years after final payment under the Contract or until all pending Town, state and federal audits are completed, whichever is later. Such records shall be available for examination and audit by Town, state and federal representatives during that time.

i. SUBCONTRACTING

The successful respondent shall not subcontract, transfer or assign all or any portion of its obligations under the Contract.

j. WORKERS COMPENSATION

The successful respondent will, at all times during the term of the Contract, maintain worker's compensation insurance coverage in accordance with Connecticut law. If at any time the successful respondent fails to maintain adequate worker's compensation insurance coverage for its employees, the Town may terminate the Contract

Prior to the Contract execution, the Town will require the tentative successful respondent to provide a current statement from the State Treasurer that, to the best of her knowledge and belief, as of the date of the statement, the tentative successful respondent was not liable to the State for any workers' compensation payments made pursuant to Conn. Gen. Stat. § 31-355.

k. COMPLIANCE WITH LAWS

The successful respondent shall comply with all applicable laws, regulations, ordinances, codes and orders of the United States, the State of Connecticut and the Town related to its proposal and the performance of the work described in the Contract.

l. LICENSES AND PERMITS

The successful respondent certifies that, throughout the Contract terms, it shall have and provide proof of all approvals, permits and licenses required by the Town and/or any state or federal authority. The successful respondent shall immediately and in writing notify the Town of the loss or suspension of any such approval, permit or license.

m. CESSATION OF BUSINESS/BANKRUPTCY/RECEIVERSHIP

If the successful respondent ceases to exist, dissolves as a business entity, ceases to operate, files a petition or proceeding under any bankruptcy or insolvency laws or has such a petition or proceeding filed against it, the Town has the right to terminate the Contract effective immediately. In that event, the Town reserves the right, in its sole discretion as it deems appropriate and without prior notice to the successful respondent, to make arrangements with another person or business entity to provide the services described in the Contract.

n. AMENDMENTS

The Contract may not be altered or amended except by the written agreement of both parties.

o. ENTIRE AGREEMENT

It is expressly understood and agreed that the Contract contains the entire agreement between the parties, and that the parties are not, and shall not be, bound by any stipulations, representations, agreements or promises, oral or otherwise, not printed or inserted in the Contract or its attached

exhibits.

p. VALIDITY

The invalidity of one or more of the phrases, sentences or clauses contained in the Contract shall not affect the remaining portions so long as the material purposes of the Contract can be determined and effectuated.

q. CONNECTICUT LAW AND COURTS

The Contract shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut, and the parties irrevocably submit in any suit, action or proceeding arising out of the Contract to the jurisdiction of the United States District Court for the District of Connecticut or of any court of the State of Connecticut, as applicable.

r. NON-EMPLOYMENT RELATIONSHIP

The Town and the successful respondent are independent parties. Nothing contained in the Contract shall create, or be construed or deemed as creating, the relationships of principal and agent, partnership, joint venture, employer and employee, and/or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of the Contract. The successful respondent understands and agrees that it is not entitled to employee benefits from the Town, including but not limited to workers compensation and employment insurance coverage, and disability. The successful respondent shall be solely responsible for any applicable taxes.

END OF STANDARD INSTRUCTIONS TO RESPONDENTS