

**TOWN OF MONTVILLE
REQUEST FOR QUALIFICATIONS/PROPOSALS
ENGINEERING CONSULTANT SERVICES
(TOWN ENGINEER)
RFP#2022-5**

NOTICE IS HEREBY GIVEN that the Town of Montville CT is accepting qualifications/proposals from qualified consulting firms to perform ENGINEERING CONSULTANT SERVICES. The Town desires to retain a qualified firm to serve the function of Town Engineer. The consultant would provide support services to various departments, including, but not limited to, Public Works & Planning Department in the functions of site plan review, drainage, drainage calculations, landscape review, site inspections, Town Contractor correspondence, NPDES, Storm Water Utility support services and miscellaneous engineering related to work as identified in the RFQ/RFP Package.

A copy of the RFQ/RFP is available in the Finance Department, the Mayor's Office and 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 Montville New London Turnpike (CT Rte. 32), Uncasville, CT 06382, no later than **10:00 AM local time on Friday, December 10, 2021 in an envelope marked on the outside as "RE: Engineering Consultant Services 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 and their proposed roles in the project.

All questions concerning this RFQ/RFP are due by 12:00PM (by email ONLY) on or before Friday, December 3, 2021. Questions are to be emailed to LBurdick@montville-ct.org.

Award and notice to all respondents will be in late January 2022. All submissions are reviewed by and selection is made by the Montville Town Council.

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

Town of Montville, CT is soliciting submissions from qualified PROFESSIONAL ENGINEERING FIRMS for continuing professional services. The selected firm will serve as the Town Engineer to provide support services to various Town departments including but not limited to the following: Public Works Department, Planning and Zoning Department, Building Department and Municipal Boards & Commissions.

The selected consultant(s) and/or consultant teams shall keep proper records of all projects designed pursuant to this engineering consultant services contract, including, but not limited to, copies of all project correspondence, submittals, shop drawings, schedules, plans, specifications, addenda, change orders, construction change directives, contracts, as-built and/or record drawings, and any pertinent data regarding the contract. All such project records shall be submitted as requested to the Town after the completion of the project and shall become property of the Town.

A. Essential Responsibilities:

Public Works - Included, but not be limited to:

- Provide in-house full spectrum civil engineering services, including but not limited to, highway, drainage, signage, lighting design and maintenance support.
- Review Town storm water drainage and DEEP compliance activities as they pertain to the Town and its facilities.
- Assist with project cost estimates.
- Provide construction phase services on as-needed basis.
- Provide link to structural, electrical, mechanical and electrical engineering and landscape architect services
- Review, update and submit as needed the Town's Storm Water Management Plan
- Assist with Capital Project cost estimates.
- Knowledge of regulations of State and Federal Agencies. Experience with Public Works projects.
- Coordinates the preparation of, or develops, engineering plans and specifications; coordinates required advertising for bids, reviews construction bids and makes necessary recommendations based on lowest and best bids, competency of vendors and consultants in accordance with the selection criteria.
- Provides project management for the construction of municipal public works projects; oversees assigned projects to insure contractor compliance with time and budget parameters for the project.
- Updates Town subdivision and public works standards.
- Assures as-built records of projects, and documents necessary changes for the operation and maintenance program.
- Works for and directly responsible to the Town Council.
- Attendance at night meetings as required.
- Attend technical meetings, grant workshops, or any funding sources meetings.
- Must be able to respond to Town emergencies in a timely manner.
- Responds to public or other inquires or complaints relative to engineering policies and procedures or specific projects and other information; evaluates issues and operations regarding municipal public works and makes recommendations.
- Provides review of and recommendations for rights-of-way permits.
- Coordinates local, State and Federal permits for Town construction projects within the Town of Montville that require approvals from any Town of Montville Agency other than those assigned by the Town.

Land Use – Included, but not be limited to:

- Reviews private project development plans for conformance with general engineering practices and compliance codes, local, State and Federal regulations and standards; adequacy of applications for permits and compliance with approved plans.
- Review construction plans submitted for permits in coordination with the duties of the Building Official on as-needed basis.
- Provide services related to FEMA flood requirements as needed.
- Availability during business hours to meet with Town and project applicants, and coordinate correspondence between parties.
- Attend project pre-construction meetings as needed.
- Attend Planning & Zoning and Inland Wetlands & Watercourses meeting as needed.
- Support services associated with the PZC/IWWC.
- Provide site visits/inspections for projects to monitor compliance with permit requirements associated with engineering, landscaping, traffic, DEEP compliance and coordination with the Town, as needed.

B. 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, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

3. Connecticut's Prevailing Wage Law Provision. If applicable, the contractor must be in full compliance with CGS Section 31-53 and 31-53(a) which applies to each contract for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration, or repair of any public works project by the state or its agents, or by any political subdivision of the State, CGS Section 31-53 (g) provides monetary thresholds which must be met before the law is applicable. In accordance with CGS Section 31-53, projects are subject to the payment of minimum prevailing wages where the total cost of all work to be performed by all contractors and subcontractors in connection with new construction of any public works project is **\$1,000,000** or more and where the total cost of all work to be performed by all contractors and subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project is **\$100,000** or more. For qualifying projects, all contractors and subcontractors shall submit to the Finance Department certified weekly payrolls for all contracts meeting the stated monetary limits. The certified payrolls shall be submitted to the Finance Department with the contractor's monthly certificate for payment. The contractor should familiarize themselves with all aspects of the provisions under state law in order to ensure full compliance.
4. Occupational Safety and Health Administration Requirements. According to CGS, Section 31-53b (a) each contract entered into on or after July 1, 2007, for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public building project by the state or any of its agents, or by a political subdivision of the state or any of its agents, where the total cost of all work to be performed by all contractors and subcontractors in connection with the contract is at least **\$100,000** shall contain a provision requiring that, not later than thirty days after the date such contract is awarded, each contractor furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public building, pursuant to such contract, have completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, in the case of telecommunications employees, have completed at least ten hours of training in accordance with 29 CFR 1910.268. The aforesaid provisions shall be deemed to be incorporated into the Contract with the Town. The contractors should familiarize themselves with all aspects of state law and any applicable regulations pertaining to these requirements in order to ensure full compliance.
5. Payment Bond/Performance Bond State Law Requirements. CGS Section 49-41, known as the Little Miller Act, requires that the Town ensure that payment bonds a/k/a labor and materials bond in the amount of the contract are provided for public works projects over **\$100,000**. When a contract for construction, alteration, remodeling, repair or demolition of any public building is estimated to cost more than **\$500,000** additional laws/requirements apply. The contractors should familiarize themselves with all aspects of state law and any applicable regulations pertaining to these requirements in order to ensure full compliance.
6. State of Connecticut Contractor Prequalification Program. CGS Section 4b-91 requires all bidders for the construction, alteration, remodeling, repair or demolition of any public building or any other public work by a public agency (includes a municipality) that is paid for, in whole

or in part, with state funds and that is estimated to cost more than **\$500,000**, except a public highway or bridge project or any other construction project administered by DOT, shall be prequalified with the State pursuant to CGS Section 4a-100. Once a contractor is prequalified, it is issued a prequalification certificate by DAS, which certificate is in effect for one year. Subcontractors' work, the cost of which may exceed **\$500,000**, are also required to be prequalified. Any bid for a project that requires prequalification must include a copy of the bidder's Prequalification Certificate showing the aggregate work capability rating required under the contract and the Update (Bid) Statement showing renewal of certificate and/or change in aggregate work capability. Bids which do not include a copy of the Prequalification Certificate and the Update (Bid) Statement are invalid. Contractors should contact the State Department of Administrative Services to familiarize themselves with these requirements.

Non-Resident Contractor 5% Tax For Contracts. CGS Section 12-430(7) requires non-resident contractors who perform services or furnish materials, or both, for the construction, alteration or improvement of any project in which the contract price is at least **\$250,000**, to furnish the Department of Revenue Services (DRS) a Guarantee Bond for 5% of the total cost of the work, issued under a contract using Form AU-766, Guarantee Bond. This form is available on the State DRS website. Form AU-766 must be submitted for each additional change order or supplement issued against the contract. Non-resident contractors must have completed and submitted to the DRS Form REG-1, Business Tax Registration Application, to register with the DRS and have been issued a Connecticut Tax Registration Number. This form is available on the DRS website. Non-resident contractors have 120 days from the commencement of the contract to file the Guarantee Bond with the State. Commencement of the contract, as defined by law, "means the time when the non-resident contractor signs the contract, but, in any event, occurs no later than when the work under the contract actually starts." As soon as the guarantee bond is filed with the DRS, the non-resident contractor shall submit the copy of such Guarantee Bond together with the non-resident contractor's Connecticut Tax Registration Number to the Town department for whom the project is required. After the non-resident contractor receives its Certificate of Compliance from the DRS confirming that the Guarantee Bond requirement has been met, the non-resident contractor shall submit a copy of the same to the department, for whom the work is being performed, with a copy to the Purchasing.

7. Equal Employment Opportunity (EEO); Minority Business Enterprises (MBE). If a project is funded in whole or in part by state or federal funds, there may be a requirement that the contractor comply with CGS Section 4a-60 and applicable State regulations. On these projects, it will depend upon which set-aside requirements are imposed by the funding agency. If no set-aside requirement is imposed, a statement that the contractor is required to undertake good faith efforts to include subcontractors and suppliers who are minority business enterprises will suffice and shall be deemed to be incorporated into the Contract with the Town.

If there is a set-aside goal, the Town and contractor shall comply with the Small Contractors Set-Aside Program and the hiring goals identified by the State Commission on Human Rights and Opportunities (CHRO.) For set-aside projects, the following provisions are required to be included in the bid documents:

"The contractor who is selected to perform this State project must comply with C.G.S. §4a-60, 4a-60a, 4a-60g, and 4a-68b through 4a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of C.G.S. §4a-60g. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority,

Women and /or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.”

For municipal public works contracts and quasi-public agency projects, the contractor must file a written or electronic non-discrimination certification with the CHRO. Forms and other requirements may be accessed on the CHRO website.

C. Insurance Requirements:

The awarded Respondent shall be responsible for maintaining insurance coverage in force for the duration of the contract of the kinds and amounts listed below, with an insurance company with an AM Best Rating of A-,VIII or better licensed to write such insurance in the State of Connecticut and acceptable to the Town of Montville.

The insurer shall provide the Town of Montville with Certificates of Insurance, on a form acceptable to the Town, signed by an authorized representative of the insurance company prior to the commencement of performance of this contract describing the coverage and providing that the insurer shall give the Town of Montville written notice of at least thirty (30) days in advance of any termination, expiration, or any and all changes in coverage.

Such insurance, renewals, or replacements thereof shall remain in force during the Respondent’s responsibility under this contract.

The Respondent, at the Respondent’s own cost and expense, shall procure and maintain all insurances required and shall include the Town of as Additional Insured on all such insurance, except Workers’ Compensation coverage. The Certificate of Insurance shall evidence all required insurances, including Additional Insured and Waivers of Subrogation. The Respondent shall also provide its policy endorsement indicating the Town of Montville’s status as additional insured.

In order to facilitate this requirement for insurance, it is recommended that the Respondent forward a copy of these requirements to the Respondent’s insurance representative(s).

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: EVALUATION CRITERIA

ESSENTIAL QUALIFICATIONS:

Qualification and Experience of Submitting Firm and Sub-Consultants.

- Qualifications and experience of firm, including sub-consultants, with the types of services described in Article I.
- Availability of qualified personnel.
- Past performance records in support of local governments or other government agencies.

Qualifications and Experience of Consultant's Core Team

- Qualifications and experience of the firm's core team staff and team leader, including but not limited to:
 - CT Licensed Environmental Professionals (LEPs) on staff.
 - Licensed Professional Engineers.
 - Storm water/NPDES Specialists.
 - LEED-accredited Specialists.
 - Licensed Land Surveyors.
 - Construction Inspectors.
 - Expertise in transportation and traffic engineering.
 - FEMA flood management expertise.
 - Brownfields expertise;
 - Grant writers & Experience in state and federal grant administration.
 - Demonstrated environment for good core team communication.
 - Quality control procedures.

Minimum Qualifications:

- Graduation from a four-year college or university with a degree in civil engineering or closely related field.
- Minimum of seven years previous professional civil engineering experience including at least three years of municipal engineering, which dealt with field engineering and contract administration.
- Thorough knowledge of civil engineering principles, practices and methods as applicable to a municipal setting.
- Considerable skill in arriving at cost estimates on complex projects, various water, sewer, transportation and drainage applications.
- Ability to communicate effectively, orally and in writing, with employees, consultants, other governmental agency representative, Town officials and the general public.; ability to conduct necessary engineering research and compile comprehensive reports.
- Extensive knowledge of contract administration, including the preparation, bidding techniques, construction supervision and final correlating of paperwork.
- Experience with design/build projects a plus.

Location considerations of the firm's core team and sub-consultants and plans for maintaining effective communication between the Town and Consultant and sub-consultants:

- Physical location of the consulting firm and sub-consultants, i.e. office in Southeastern CT.
- Proximity of key personnel.
- Availability of key personnel.
- Approach to maintaining good communication.

Knowledge/understanding of the Town:

- Understanding the government processes of the Town.

ARTICLE III: 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 per Article II.

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. The local presence of the consultant and sub-consultants in Southeastern CT is a major consideration. Unilateral changes of sub-consultants anytime during the process, and after the award, will not be authorized unless specifically approved in writing by the Town.

Selection as the Town's Engineering Consultant *does not* include grant-funded work/projects. A separate proposal must be submitted for said projects, following the applicable grant guidelines.

ARTICLE IV: CONTRACT FORM

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

ARTICLE V: SUBMISSION OF QUALIFICATIONS/PROPOSALS

Submissions shall be formatted in the category order of Article I (Essential Responsibilities) and Article II – (Essential Qualifications) evaluation criteria and should specifically address all elements of each section.

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 VI: PROPOSED EVALUATION METHOD

Town Staff, which may include the Mayor, the Public Works Director, Finance Director and the Town Planner will evaluate responses send a report of their findings to the Town Council. The Town Council will initiate the selection process.

ARTICLE VII: FINAL SELECTION METHOD

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

ARTICLE VIII: 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 bidder s 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.

IX AFFIDAVITS:

NON-COLLUSIVE / NON-CONFLICT AFFIDAVIT OF RESPONDENTS

RFP/RFO 22-5 ENGINEERING CONSULTING SERVICES

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

1. the bid 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 bid have not been communicated by the bidder 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 Bid/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 Bidder: _____

Business Name: _____

Business Address: _____

Signature and Title of Person

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

Notary Public

My Commission Expires _____
Date

AFFIRMATIVE ACTION/EEO AFFIDAVIT

FOR: RFP/RFQ 22-5 ENGINEERING CONSULTING SERVICES

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 Bidder: _____

Business Name: _____

Business Address: _____

Signature and Title of Person

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

Notary Public

My Commission Expires _____
Date

X FEE PROPOSAL FORM

**RFQ/RFP 22-5 REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR
ENGINEERING CONSULTING SERVICES**

RFQ/RFP DUE: Friday December 10, 2021 at 10:00 a.m.

BIDDER

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.*

Upon notification of the award, we will provide the following within five (5) business days after receipt of such notice:

(i) the requested Certificate of Insurance from the following company:

_____;

and

(ii) one original contract, in a form provided by the Town, executed by authorized officer of awarded Respondent.

FEE PROPOSAL FORM CONTINUED

We agree to perform the work described in the project specifications within the (time period) set forth in the specifications for the following amounts:

ONLY complete rates that apply

<u>Survey</u>	<u>Positions:</u>	<u>Hourly Rate</u>
	Project Manager	_____
	Licensed Land Surveyor	_____
	Two-man Survey Crew	_____
	Three-man Survey Crew	_____

<u>Design</u>	<u>Positions:</u>	<u>Hourly Rate</u>
	Principal Architect	_____
	Principal Project Manager	_____
	Project Manager	_____
	Project Architect	_____
	Project Engineer	_____
	Civil	_____
	Geotechnical	_____
	Environmental	_____
	Mechanical	_____
	Electrical	_____
	Structural	_____
	Assistant Architects	_____
	Assistant Engineers	_____
	Technician	_____
	Draftsperson	_____
	Clerical	_____

FEE PROPOSAL FORM CONTINUED

Construction
Administration

<u>Position</u>	<u>Positions:</u>	<u>Hourly Rate</u>
	Construction Manager	_____
	Assistant Manager	_____
	Chief Inspector	_____
	Inspector	_____
	Draftsperson	_____
	Clerical	_____

<u>CADD Services</u>	<u>Positions:</u>	<u>Hourly Rate</u>
	CADD Engineers	_____
	CADD Operator/Technician	_____
	CADD Manager	_____

<u>Additional Services</u>	<u>Positions:</u>	<u>Hourly Rate</u>
	Position Title	_____
	Position Title	_____
	Position Title	_____

(Signatures next page)

FEE PROPOSAL FORM CONTINUED

The undersigned authorized representative hereby submits the above RFQ/RFP to the Town of Montville.

Name of Contractor Entity: _____

By _____

Print Name and Title: _____

Duly authorized

Please see attached form "Professional Services Task Order" to be utilized by awarded bidder(s).

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: _____

Task Order Date: _____

Subject to the AGREEMENT FOR ENGINEERING CONSULTANT SERVICES BY AND BETWEEN _____ AND Town of Montville dated as of _____ (hereinafter referred to as the "Agreement"), TOWN hereby directs ENGINEER to perform the professional engineering consultant services specified in this Task Order in accordance with the Agreement.

1. Project Description:

Project Number: _____

Project Name: _____

Project Description: _____

2. Scope of Work:

The Scope of Work to be performed hereunder consists of _____ and is more fully described in the document entitled _____ dated _____ attached hereto as Exhibit A.

3. Time Schedule:

Engineering consultant shall complete the work required by this Task Order on or before _____ or within _____ calendar days of the date of this Task Order first written above.

4. Compensation:

Engineering consultant shall be paid for the proper performance of services described in this Task Order in an amount not to exceed _____ (\$ _____).

5. Special Conditions:

This Task Order is subject to the special provisions stated in Exhibit B, attached hereto and incorporated herein as if fully set forth herein.

6. Amendment: This Task Order amends a previously executed Task Order:

Previous Task Order Number: _____ Previous Task Order Date: _____

PROFESSIONAL SERVICES TASK ORDER CONTINUED

ISSUED AND AUTHORIZED BY:

TOWN OF MONTVILLE

By: _____

Title: _____

Date: _____

ACCEPTED AND AGREED TO BY:

ENGINEER CONSULTANT

By: _____

Title: _____

Date: _____

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: _____

Exhibit A: Scope of Work

Exhibit B: Special Conditions