

Date: April 17, 2019
To: All Prospective Respondents
Subject: Request for Proposals (RFP) No 1095: ON-CALL ENGINEERING SERVICES

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.bloomfieldct.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 Consultants will be made part of the resultant contract between the Town and the successful Consultant.

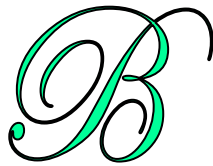
All proposals must be received in the office of the Purchasing and Risk Manager by **1:00 P.M Monday May 13, 2019.**

One Original (clearly identified as such) and five (5) copies of the proposal plus a read only copy on a thumb drive 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 1095; ON-CALL ENGINEERING SERVICES**"

The Town of Bloomfield looks forward to receiving your response.



TOWN OF BLOOMFIELD

REQUEST FOR PROPOSALS #1095

ON-CALL ENGINEERING SERVICES

1. **INTENT AND BACKGROUND**

- 1.1 The Town of Bloomfield is soliciting proposals from qualified Engineering/multi-disciplined firms for the purpose of selecting Consultants to provide the Town of Bloomfield with "on-call" as-needed, professional engineering and other related services as may be associated with municipal infrastructure, site work, and property management related projects and management.
- 1.2 Multiple firms are expected to be selected as Consultants as a result of this Request for Proposals. One or more will be multi-disciplinary with appropriate capabilities to provided most or all of the services defined herein. One or more also may be selected that do not provide such a broad array of services. The Town anticipates selecting up to three (3) Consultants, one of which is certified by the State of Connecticut as a W/MBE, as defined in C.G.S. §4a-60(g).
- 1.3 All work performed under this contract shall be under the direction of a registered Professional Engineer licensed by the State of Connecticut.
- 1.4 The Town will have sole discretion as to which projects, if any, will be assigned to any of the selected Consultant(s). The Town makes no guarantee of assignments to successful Consultant(s). The Town reserves the right to advertise via separate competitive request for proposals any project it deems appropriate or as may be required by a funding source. The selected Consultant(s) will be afforded the opportunity to submit proposals for any advertised RFP.
- 1.5 Representative examples of previous assignments under this Agreement include basketball court lighting design, tennis court reconstruction design, pavement rehabilitation design and complete streets consulting.

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. Monday, May 13, 2019. One original (clearly identified as such) and five (5) copies of the proposal plus a read only copy on a thumb drive 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 Consultant's name and address and plainly marked "RFP 1095; On-Call Engineering Services"

- 2.3 Procedural 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 May 6, 2019.
- 2.4 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 Wednesday, May 8, 2019. 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 solely on the Town's website as well as the State DAS website.
- 2.5 Consultants 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 Consultants 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 Consultants responding to this Request For Proposal must have sufficient staff and expertise to complete the required services. The Consultant 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, including the ability to quickly and successfully respond to unanticipated assignments, and to perform the work within the project period.
- 4.4 Have an active Professional Engineer, Professional Engineering Corporation or Joint Practice license from the State of Connecticut.
- 4.5 Have an office in the State of Connecticut and State of Connecticut W/MBE certification (as applicable).

5. **SCOPE OF SERVICES**

- 5.1 The selected Consultants will provide prompt, professional, and comprehensive engineering and related services associated with municipal infrastructure, site work, and property management related projects and efforts on an "on-call", as needed basis for all

assigned projects. Assistance to the Town Engineer or other Town departments/commissions may include, but are not limited to, the following:

- a. Any or all aspects of project development from initial planning and concept work through design, bidding, and construction.
- b. Civil engineering related services; (e.g. roadways, hydrology, hydraulics, drainage and storm water management, pavement design and evaluation, erosion and sedimentation control, site work and facilities, etc.)
- c. Land surveying related services.
- d. Right-of-way and easement acquisition and investigation related services.
- e. Inland Wetland related services.
- f. Geotechnical and sub-surface investigation and design related services.
- g. Environmental assessments, investigations, designs, and remediation (and related) services and oversight.
- h. Structural Engineering related services.
- i. Consulting services relating to site out-buildings.
- j. Traffic engineering and planning related services.
- k. Landscape architecture related services.
- l. Construction related services (including testing) and oversight.
- m. Opinions of cost.
- n. Investigations, evaluations, analyses, and reports.
- o. Regulating entity related services; (e.g. coordination, review, consultation, permit, submittal, and other requirement preparation and follow-through, etc.)
- p. Plan, map, report, and other submittal or related reviews (including for Town generated products).

5.2 **Service Procedures:**

Any and all projects assigned to a Consultant shall be based on a written proposal from the Consultant, which shall be incorporated by written amendment into the contract, and be based on the hourly rate structure as submitted with this RFP. At the start of a new assignment, the Town will call for a meeting with the designated project manager and appropriate technical support staff. Proposals may be solicited from more than one contracted Consultant for any prospective engagement based on the scope of services, work schedule and fee schedule. The Consultant will:

- q. Prepare detailed minutes of each assignment meeting which will serve as a scope of services and schedule for each project.

- r. Develop a Scope of Services with detailed estimate of hours and staff to be assigned. Along with the estimate, a Description of Work will be developed to relate efforts to project costs based on the contractual rates. Itemized reimbursable costs associated with the project will also be included.
- s. Immediately commence work on assigned projects after execution of contract amendment, purchase order and notice to proceed.
- t. Provide status reports for each project in the format and frequency as requested by the Town Engineer.

6. **CONTRACT PERIOD**

The contract period is anticipated to be from July 1, 2019-June 30, 2020 with the option for two (2) additional one year renewals, at the sole discretion of the Town.

7. **CONTRACT MANAGEMENT**

- 7.1 Any contract or purchase order resulting from this RFP will be managed by the Town Engineer unless otherwise specified.
- 7.2 The selected Consultant will assign one qualified individual, who is a Professional Engineer, 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.

8. **EVALUATION AND AWARD**

8.1 **Selection Criteria**

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

- a. The Consultant's technical understanding of the scope of services and proposed professional services as evidenced by the proposal submitted.
- b. The background and experience of the Engineering 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. The Town may contact one or more of the organization references listed in this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).
- c. Location of the firm's office.
- d. Proposed fees and costs, although the Town is not bound to select the Consultants that propose the lowest fees. The Town reserves the right to negotiate fees with the selected Consultants.
- e. State of Connecticut certification as a bona fide W/MBE as defined in C.G.S. §4a-60(g).

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.

8.2 Selection Procedures

The Town intends to enter into contracts with up to three (3) of the most responsible Consultants whose proposals are determined to be in the best interest of the Town, one of which holds State of CT W/MBE certification as defined in accordance with §4a-60(g) of the Connecticut General Statutes.

- 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 Consultants.
- 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.
- 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 employed, will award a contract to not more than three (3) of the Consultants whom the Town deems best qualified to perform the services required under this contract.

9. 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 bound, paginated, indexed and numbered consecutively. The original proposal must be clearly marked as such. Consultants shall submit as their proposal the following:

9.1 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.

9.2 Detailed Proposal, which includes the following sections:

- a. Project Understanding: Provide a written discussion in sufficient detail to demonstrate the Engineer'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 Consultant has completed within the last five (5) years must be provided, focusing on work done for 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 firm's Connecticut Professional Engineering Corporation or Joint Practice 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 on-call 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. QA/QC Plan: Describe in sufficient detail the firm's quality assurance/quality control plan and procedures.
- e. Services Expected of the Town: Define the nature and scope of all services to be provided by the Town.
- f. References: Firms 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.
- g. Fee Proposal: Consultants are required to submit a fee proposal which includes the following:
 1. A detailed hourly rate schedule listing the hourly rates for, but not limited to Principals, Project Manager, Engineers, Draftspersons and other key personnel to be used by the Consultant.
 2. All other necessary costs, to the Town, in addition to the costs above must be clearly delineated in this Fee Proposal.

The hourly rate schedule proposed will form the basis by which compensation will be negotiated for each project assigned to the Consultant. The Town reserves the right to negotiate the fees or rates and payment schedules with the successful Consultants.

- h. 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.
 6. Bankruptcy.
 7. Other civil or criminal claims.
- i. 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.

- j. Additional Data: Any additional information which the proposer wishes to bring to the attention of the Town that is relevant to this RFP.
- k. Required Forms: Consultants are required to complete IRS form W-9 and submit it with their proposal.
- l. Certification: Current State of Connecticut certification as a W/MBE in accordance with CGS §4a-60(g).

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.

10. GENERAL REQUIREMENTS

10.1 Insurance:

The selected Consultants 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.

10.1.2 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.

10.1.3 Automobile Liability Insurance including non-owned and hired vehicles in the same limits as indicated in 10.1.2 above.

10.1.4 Workers' Compensation in accordance with Connecticut General Statutes

10.1.5 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

10.1.6 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.

10.1.7 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.)

10.1.8 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.

10.1.9 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 Consultant agrees that such default may be cured by procurement of insurance on behalf of Consultant, at the Consultant's expense, at Town's option.

10.2 **Hold Harmless Agreement:**

The Consultant, 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 Consultant during the Consultant's performance of this Agreement or any other Agreements of the Consultant entered into by reason thereof. The Town agrees to give the Consultant prompt notice of any such claim and absent a conflict of interest, an opportunity to control the defense thereof.

10.3 **Conditions**

Consultants 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:

- 10.3a The Consultant has personnel sufficient to assure service continuity and project completion and agree to maintain adequate qualified personnel for the full duration of the contract.
- 10.3b The Consultant 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.
- 10.3c Agree that the licenses and certifications of the firm and all personnel assigned will remain current for the duration of the Agreement.
- 10.3d Agree that all work produced under this agreement will become property of the Town of Bloomfield.
- 10.3e Agree to provide the insurance coverage herein specified for the full duration of the contract's term, including any and all extensions.
- 10.3f Agree to accept and follow management direction from the Town and specifically, the Town Engineer or his 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.

- 10.3h Agree that if the Town cannot in good faith negotiate a written contract within a reasonable time with a selected Consultant, the Town may unilaterally cancel its selection of that Consultant.
- 10.3i Agree that periodic payments to the Consultant will be made as agreed upon in the signed contract.
- 10.3j Agree that the Town reserves the right to terminate the contract at any time. In the event of contract termination, the Consultant 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 Consultant has damaged the Town, said payment may be withheld until the Town determines whether or not by how much said payment should be reduced.
- 10.3k Agree that the contract between the Town and the Consultant shall be governed by and construed in accordance with the laws of the State of Connecticut and the ordinances of the Town of Bloomfield.
- 10.3l 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.

11. **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.

12. **TAXPAYER'S IDENTIFICATION NUMBER**

Each Consultant, 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".

13. **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.