



**TOWN OF STONINGTON**

**WATER POLLUTION CONTROL AUTHORITY**

**REQUEST FOR QUALIFICATIONS**

**RFQ: 2019-005**

**PROFESSIONAL WASTEWATER CONSULTING SERVICES**

**FOR THE STONINGTON, MYSTIC WPCA PLANT**

**AND ASSOCIATED COLLECTION SYSTEM**

## CONTENTS

- I. Legal Notice
- II. Project Overview
- III. Scope of Services
- IV. Inquiries
- V. Submission of Qualification Statements and Fee Proposals
- VI. Selection and Criteria
- VII. Tentative Timeline for RFQ Process

### Standard Instructions to Proposers

#### Exhibits:

- A - Insurance Requirements
- B – Legal Status Disclosure
- C – Non-Collusion Affidavit
- D – Statement of References
- E – Required Disclosures
- F – Affirmative Action Affidavit

Appendix 1 – Clean Water Fund Memorandum (2019-002)

Appendix 2 – Clean Water Fund Memorandum (2019-003)

Appendix 3 - A Guide for Project Owners - Connecticut QBS Council

## **I. LEGAL NOTICE**

**TOWN OF STONINGTON, CONNECTICUT  
WATER POLLUTION CONTROL AUTHORITY  
REQUEST FOR QUALIFICATIONS FOR**

**PROFESSIONAL WASTEWATER CONSULTING SERVICES  
FOR THE STONINGTON, MYSTIC WPCA PLANT  
AND ASSOCIATED COLLECTION SYSTEM**

**RFQ: #2019-005**

**September 18, 2019**

The Town of Stonington, on behalf of the Stonington Water Pollution and Control Authority, will receive sealed submissions of qualifications for Professional Wastewater Consulting Services for the Stonington, Mystic WPCA Plant and Associated Collection System, in accordance with the Scope of Services, terms and specification outlined in RFQ: #2019-005. Submissions of qualifications will be received at the Office of the Director of Finance, 152 Elm Street, Stonington, CT 06378, until **2:00 p.m. on October 24, 2019**. Proposals shall be directed to:

Mr. James Sullivan  
Director of Finance  
Town of Stonington  
152 Elm Street  
Stonington, CT 06378

The entire RFQ document may be obtained on the Town's website, under <http://www.stonington-ct.gov/bids-rfps> or on the CT DAS contracting portal.

Any addenda to the RFQ will be posted to the Town's website along with the CT DAS contracting portal. All firms are responsible for checking for new addenda. Submissions will be opened at **2:00 p.m. on October 24, 2019**, Town of Stonington, 152 Elm Street, Stonington, CT 06378.

The Town of Stonington reserves the rights to amend or terminate this Request for Qualifications, to reject any or all proposers, to request additional information, to waive any informalities or non-material deficiencies in a response, to determine qualifications exclusively and finally in its sole discretion, to select any firm based on any combination of factors, and the Town's best interests, to negotiate with any person submitting a proposal for different or additional terms, and to take any and all other action that, in the Town's sole judgment, will be in its best interests.

Any contract awarded under this request for qualifications is expected to be funded by the Environmental Protection Agency's Clean Water Fund, passed through the State of Connecticut, Department of Energy and Environmental Protection (DEEP) Clean Water State Revolving Fund. This procurement will be subject to the appropriate Federal procurement requirements as well as State of Connecticut requirements contained in Section 22a-482-4(h), (i) and (o) of the Regulations of Connecticut State Agencies including MBE/WBE participation. Neither the State of Connecticut nor any of its departments, agencies or employees is or will be a party to this request for qualifications.

The selected consultant will be required to utilize Connecticut DEEP approved Minority and Women's Business Enterprise (MBE/WBE) subcontractor participation. MBE/WBE participation percentages will be required to meet the percentage of the total contract amount in place at the time the contract is issued. Current Connecticut DEEP Clean Water State Fund projects require a minimum of 3.0% MBE and 5.0% WBE participation.

The Town of Stonington and its Agencies and Commissions is an Affirmative Action/Equal Opportunity employer. Respondents must ensure that employees and applicants for employment are not discriminated against because of their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, genetic information, veteran status intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Respondent that such disability prevents performance of the work involved. The Town of Stonington complies with all Federal, State, and Local laws governing nondiscrimination in employment in every location in the Town has facilities. This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training. Respondents to this RFQ agree and warrant that in the performance of the work contemplated under this RFQ they will not discriminate or permit discrimination against any person or group of persons. Respondents agree to provide the State of Connecticut Commission on Human Rights and Opportunities with such information requested by the Commission concerning employment practices and procedures.

**TOWN OF  
STONINGTON, CONNECTICUT  
WATER POLLUTION CONTROL AUTHORITY**

**REQUEST FOR QUALIFICATIONS FOR  
PROFESSIONAL WASTEWATER CONSULTING SERVICES  
FOR THE STONINGTON, MYSTIC WPCA PLANT  
AND ASSOCIATED COLLECTION SYSTEM**

**RFQ: #2019-005**

**TENTATIVE TIMELINE OF THE RFQ PROCESS-KEY DATES**

**RPQ Issue Date:** September 18, 2019

**Final Date to Submit Questions:** October 04, 2019

**Final Posting of Responses to Questions:** October 11, 2019

**Proposal Closing Date/Time:** October 24, 2019, at 2:00 p.m.

**Proposal Closing Place:** Town of Stonington, 152 Elm Street, Stonington, CT 06378.

**Proposal Opening Date/Time:** October 24, 2019, at 2:00 p.m.

**Proposal Opening Place:** Town of Stonington, 152 Elm Street, Stonington, CT 06378.

**Anticipated Notice of Award:** November 28, 2019

**Negotiation of Terms: December 31, 2019**

**Anticipated Notice to Proceed:** January 02, 2020

**Anticipated Project Completion:** June 30, 2021

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**I. PROJECT OVERVIEW**

The Town of Stonington Water Pollution Control Authority, “the Town” is soliciting proposals from qualified firms to provide professional wastewater engineering services. The services will involve a multi-phase Inflow and Infiltration (I&I) study and evaluation in the Mystic Village area serviced by the Mystic WPCA plant. The requested services will generally be comprised of those tasks as outlined in Section II of this document – Scope of Services of the RFQ. The Town recognizes the competence of qualified firms and encourages them to utilize their professional judgment and expertise in defining their approach to this project. As such, the Firms / Teams are encouraged to review the scope of services presented herein and make independent suggestions and recommendations in their proposals if it is felt that it will best meet the objectives of this RFQ and best serve the needs of the Town. All work related to the project shall be under the direction and supervision of a Professional Engineer registered in the State of Connecticut.

**II. SCOPE OF SERVICES**

The Town anticipates the Scope of Work shall include, but not necessarily be limited to, the

following elements and anticipates the work being done in two Phases:

Phase 1 – Infiltration/Inflow Analysis (I/I Analysis)

1. Continuous Flow Metering
2. Groundwater Gage Installation
3. Rain Gage Installation
4. I/I Analysis Report with recommendations for SSES work
5. Public Information Program

Phase 2 – Sewer System Evaluation Survey (SSES)

1. Flow Isolation
2. Manhole Inspection
3. Smoke and Dye Testing
4. Closed Circuit Television Inspection (CCTV)
5. Building Inspections
6. SSES Report with Recommendations
7. Public Information Program

**IV. INQUIRIES**

All inquiries relative to the conditions and specifications listed herein as well as clarification of any information contained or referenced in this RFQ must be submitted in writing via email to Douglas L. Nettleton, WPCA Director, at [dnettleton@stonington-ct.gov](mailto:dnettleton@stonington-ct.gov) with copy to James Sullivan, Director of Finance, Town of Stonington, at [jsullivan@stonington-ct.gov](mailto:jsullivan@stonington-ct.gov).

**V. SUBMISSION OF QUALIFICATION STATEMENTS**

**General Requirements:** Respondents are asked to provide Qualification Statements for this RFQ in accordance with all the terms and specification contained herein.

***Respondents shall submit one (1) original and twelve (5) hard copies and one (1) electronic copy (a compiled Adobe PDF file on CD Rom or USB Drive) of their submittals.***

Qualification packages shall be limited to a maximum of twenty (20) pages, but shall contain the following at a minimum, presented in this order:

1. A cover letter (will not count toward page limit).
2. A qualification statement that demonstrates the firm's technical expertise in wastewater management, including types of services provided, with a demonstrated expertise in I&I evaluations (3-5) pages.
3. Description of project team with organizational chart, including role of key personnel and sub-consultants. (2-3 pages).

4. General description of the project approach to I&I and Sewer System Evaluation Survey (SSES) evaluations (3-5 pages).
5. A description of five (5) comparable projects in five (5) communities with similar scope shall be provided, preferably for projects executed in New England, along with contacts identified for references. The completion dates and/or project status shall be provided for projects listed (7-10 pages).
6. Resumes for key project team members (limited to two (2) pages each, will not count toward page limit.
7. Copies of State of Connecticut Professional Engineering Licenses.
8. Exhibits:
  - A) Insurance Requirements
  - B) Proposer's Legal Status Disclosure Form
  - C) Proposer's Non-Collusion Affidavit Form
  - D) Proposer's Statement of References Form
  - E) Required Disclosures
  - F) Affirmative Action Affidavit
9. Insurance – At time of award, the chosen consultant will be required to provide a certificate of insurance showing levels of insurance as prescribed by **Exhibit A**, as well as naming the Town of Stonington as an additional insured on consultant's insurance policy. The Town **will require** a copy of Consultant's insurance policy endorsement which names the Town as an additional insured.

## **VI. SELECTION PROCESS AND CRITERIA**

Any contract awarded under this request for qualifications is expected to be funded by the Environmental Protection Agency's Clean Water Fund, passed through the State of Connecticut, Department of Energy and Environmental Protection (DEEP) Clean Water State Revolving Fund. This procurement will be subject to the appropriate Federal procurement requirements as well as State of Connecticut requirements contained in Section 22a-482-4(h), (i) and (o) of the Regulations of Connecticut State Agencies including MBE/WBE participation. Neither the State of Connecticut nor any of its departments, agencies or employees is or will be a party to this request for qualifications.

The selected consultant will be required to utilize Connecticut DEEP approved Minority and Women's Business Enterprise (MBE/WBE) subcontractor participation. MBE/WBE participation percentages will be required to meet the percentage of the total contract amount in place at the time the contract is issued. Current Connecticut DEEP Clean Water State Fund projects require a minimum of 3.0% MBE and 5.0% WBE participation.

Responding firms will be evaluated and ranked in order of their qualifications per the Qualification-Based Selection of Design Professionals as published in "A Guide for Project Owners" by the Connecticut QBS Council. Following the evaluation process, the Town of Stonington will shortlist firms that it intends to interview. Responding firms will be notified of the results of the initial screening process.

The Town will interview a maximum of three (3) firms to identify one (1) firm that is ideally

suit to best meet the needs of the Town of Stonington. The actual Scope of Services and related fee for the work shall be negotiated with the selected respondent. All firms submitting statements of qualifications will be notified of the results of the initial screening process.

The Town of Stonington will provide the selected consultant with a sewer shed map of Mystic Village and all available information on the current sanitary sewer system.

The Respondents will be evaluated on the qualifications by the Stonington WPCA using the following criteria:

1. Type of Experience: The Town shall evaluate the quality and depth of relevant experience in the areas of each responding firm's Inflow/Infiltration evaluation experience; GIS mapping experience; public sector municipal board consultation expertise; familiarity with the Stonington (Mystic) collection system; public outreach and education; appropriate registrations, licensing, educational background and special training relevant to the required services; familiarity and experience with the CT DEEP Clean Water Fund; and additional support services and unique advantages that may be deemed important by the Town of Stonington. Relevant experience.
2. Quality of Proposed Level of Service: The Town of Stonington will carefully review the statements contained within the submittal to determine the municipality-specific approach of the prospective engineering firm best suited to the needs of the Town; the quality of the prospective engineering firm's written work; and the quality of expertise and skills necessary to undertake the tasks required for the work.
3. Education and Experience: The Town of Stonington will review the education, qualifications and relevant experience of key personnel to be assigned to this project, including the number of years of experience key members of the consulting team have in the appropriate fields of discipline required for successful implementation of the expected work. At a minimum, the Principal-in-Charge and Project Manager shall be Professional Engineers registered in the State of Connecticut.
4. Quality of References: Reference checks will be performed to evaluate the special skills, relevant expertise, the quality of past performance in comparable work, and the ability to perform assigned tasks in a timely and accurate manner, including all subcontractors, principals, and the project manager.
5. Experience in dealing with State regulatory agencies.
6. Demonstration of a thorough understanding of the project objectives and scope.
7. Compliance/completion with/of submission requirements noted above in Section V. 8. Exhibits.



**NOTE: Qualification packages that include cost or rate information will be excluded from the selection process.**

**VII. GENERAL TERMS AND CONDITIONS**

1. The Town reserves the right to reject any and all proposals, to waive any informality, to request interviews of proposers prior to award and to select and negotiate the consultant services in the best interest of the Town.
2. The Town reserves the right to negotiate a contract for services and cost with the selected firm or team.
3. The Firm / Team shall secure and maintain such insurance from an insurance company authorized to write casualty insurance in the state of Connecticut as will protect itself, their sub-Consultants, and the Owner from claims for bodily injury, death or property damage which may arise from operations under this contract. The Firm / Team shall not commence work under this contract until they have obtained all insurance required under this section and until the Firm / Team has filed the certificate of insurance or the certified copy of the insurance policy with the Owner. Each insurance policy shall contain a clause providing that it shall not be canceled by the insurance company without ten (10) days written notice to the Town of intention to cancel.
4. The amounts of such insurance shall not be less than the limits outlined in **Exhibit A**.
5. The Firm / Team shall provide all necessary personnel, materials and equipment to perform and complete all work under this proposal.
6. All original documents and drawings shall become the property of the Town after completion of the work.
7. Unless otherwise stated, Payment Requests are to be submitted no more than once per month. Each Payment Request shall be signed by the Firm / Team and shall constitute the Firm / Team's representation that quantity of work has reached the level for which payment is requested. The Payment Request shall include an itemization of all services provided, and total amount due. The Town shall approve by signature the amount that, in the opinion of the Town, is properly owing to the Firm / Team.
8. Unless otherwise stated, payment will be made within thirty (30) days of the completion of the work, in an acceptable fashion, to the Town and receipt of invoice, whichever is later.
9. Town is exempt from all sales and Federal excise taxes.
10. None of the services covered by the contract shall be assigned in full or in part, or sub-contracted without the prior approval of the Town.
11. All contracts entered into by the Town shall be governed by the Laws of the State of Connecticut. Any disputes shall be resolved within the venue of the State of Connecticut.

**TOWN OF  
STONINGTON, CONNECTICUT  
WATER POLLUTION CONTROL AUTHORITY  
STANDARD INSTRUCTIONS TO PROPOSERS**

**INTRODUCTION**

Interested parties should submit a proposal in accordance with the requirements and directions contained in this RFQ. **Proposers are prohibited from contacting any Town employee, officer or official concerning this RFQ, except as set forth in Section 3, below. A proposer's failure to comply with this requirement may result in disqualification.**

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

**1. RIGHT TO AMEND OR TERMINATE THE RFO 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 affected by a posting on the Town's website, <http://www.stonington-ct.gov/bids-rfps>. **Each proposer is responsible for checking the Town's website and CT DAS Contracting Portal 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.**

**2. PROPOSAL SUBMISSION INSTRUCTIONS**

Proposals must be received, by the date and time noted in the RFQ prior to the 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 e-mail or fax. Proposers are solely responsible for ensuring timely delivery. The Town will **NOT** accept late proposals.

One (1) original and five (5) hard copies, along with a digital copy of all proposal documents must be submitted in sealed, opaque envelopes clearly labeled with the submitter's name and address, as well as the words "**Engineering Services for an Inflow/Infiltration Evaluation,**" and the **RFQ Number 2019-005**. 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 proposer that the proposal documents may be resubmitted in a sealed envelope properly marked as described above.

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

An authorized person representing the legal entity of the proposer must sign forms included in this RFQ.

### **3. QUESTIONS AND AMENDMENTS**

Questions concerning the process and procedures applicable to this RFQ are to be submitted **only in writing** via email and directed to:

Mr. Douglas L. Nettleton, WPCA Director  
Email: [dnettleton@stonington-ct.gov](mailto:dnettleton@stonington-ct.gov)

Proposers shall copy Mr. James. Sullivan, [jsullivan@stonington-ct.gov](mailto:jsullivan@stonington-ct.gov) as well.

**Proposers are prohibited from contacting any Town employee, officer or official concerning this RFQ other than the designated official noted above. A proposer's failure to comply with this requirement may result in disqualification.**

The appropriate Town representative listed above must receive any questions from proposers no later than the date specified under the time line. That representative will confirm receipt of a proposer's questions by e-mail.

The Town will answer all relevant written questions by issuing one or more addenda.

The Town will post any addenda on Town's website, <http://www.stonington-ct.gov/bids-rfps> or on the CT DAS contracting portal. **Each respondent is responsible for checking the websites 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 respondent shall rely on any alleged oral statement.

### **4. ADDITIONAL INFORMATION**

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

### **5. COSTS FOR PREPARING PROPOSAL**

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

### **6. OWNERSHIP OF PROPOSALS**

All submissions become the Town's property and will not be returned to proposers.

## **7. 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 proposer's responses may contain financial, trade secret or other data that it claims should not be public (the "Confidential Information"). A proposer 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 that the proposer 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 proposer's Confidential Information, it will promptly notify the proposer in writing of such request and provide the proposer 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 proposer 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.

## **8. REQUIRED DISCLOSURES**

Each proposer must, in its Required Disclosures Form, see **Exhibit E**, make the disclosures set forth in that form. A proposer's acceptability based on those disclosures lies solely in the Town's discretion.

## **9. REFERENCES**

Each proposer must complete and submit the Proposer's Statement of References Form included in this RFQ, see **Exhibit D**.

## **10. LEGAL STATUS**

If a proposer is a corporation, limited liability company, or other business entity that is required to register with the Connecticut Secretary of the State's Office, it must have a current registration on file with that office. The Town may, in its sole discretion, request acceptable evidence of any proposer's legal status. Each proposer must complete the Proposer's Legal Status Disclosure Form included in this RFQ, see **Exhibit B**.

## **11. PROPOSAL (BID) SECURITY – N/A**

## **12. PRESUMPTION OF PROPOSER'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 and/or CT DAS Contracting Portal, 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 provision of goods or performance of the work described herein.

By submitting a proposal, each proposer represents that it has thoroughly examined and become familiar with the scope of services outlined in this RFQ, and it is capable of performing the work/delivering/installing the goods to achieve the Town's objectives. If applicable, each proposer shall visit the site, examine the areas and thoroughly familiarize itself with all conditions of the property before preparing its proposal.

**13. SUBSTITUTION FOR NAME BRANDS**

**THIS ITEM IS NOT APPLICABLE TO THIS RFQ**

**14. TAX EXEMPTIONS**

The Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes. Exemption from State sales tax per Conn. Gen. Stat. Chapter 219, § 12-412(1). Federal Tax-Exempt number will be provided to the selected firm prior to execution of contract.

**15. INSURANCE**

The successful proposer 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, as delineated in **Exhibit A**. Prior to the execution of any Agreement with Consultant, the Consultant will be required to provide a certificate of insurance with the Town of Stonington named as an additional insured, as well as a copy of Consultant's insurance policy endorsement which names the Town as an additional insured.

**16. PERFORMANCE SECURITY**

The Consultant shall furnish a Performance Bond and Payment Bond in amounts equal to at least one hundred percent (100%) of the contract price as security for the faithful performance of the Contract, and for the payment of all persons performing labor on the project under this contract and furnishing materials, equipment and all other incidentals in connection with this contract. The Surety on such a bond shall be a from securities listed on the most recent IRS Circular 570, satisfactory to the Owner and the cost of the same shall be paid by the Consultant. prior to the starting of any work, the bonds must be approved by the Owner and be in the Owner's hands. The bonds must be from a surety company licensed and approved to do business in the State of Connecticut.

**17. DELIVERY ARRANGEMENTS – N/A**

**18. AWARD CRITERIA; PRELIMINARY SELECTION; CONTRACT EXECUTION**

The Town will not award the work 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 issue a Preliminary Notice of Award. The preliminary notice of award may be subject to further negotiations with the proposer. **The making of a preliminary award to a proposer does not provide the proposer with any rights and does not impose upon the Town**

**any obligations. The Town is free to withdraw a preliminary award at any time and for any reason. A proposer has rights, and the Town has obligations, only if and when a Contract is executed by the Town and the proposer.**

If the proposer does not provide all required documents and 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 call any proposal security provided by the proposer and may enter into discussions with another proposer.

## **19. NONRESIDENT CONTRACTORS**

If the successful proposer is a “nonresident contractor” as defined in Conn. Gen. Stat. § 12-430(7)(A) as amended, it shall comply fully with the provisions of § 12-430(7) and, prior to execution of the Contract, shall furnish the Town with proof that it is a “verified contractor” within the meaning of General Statutes Section 12-430(7) or that it has posted a bond with the Commissioner of Revenue Services in compliance with General Statutes Section 12-430(7). The successful proposer agrees 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 any and all taxes, interest and penalties that the State of Connecticut asserts are due with respect to the successful proposer’s activities under the Contract.

Connecticut General Statute §12-430(7) requires that:

When a non-resident contractor enters into a contract, they must post a 5% cash or guarantee bond for the total amount with the Commissioner of Revenue Services;

**or**

Any person dealing with a non-resident contractor without first obtaining a certificate of compliance must deduct 5% from the amount payable to the non-resident contractor and submit it to the state.

If the requirements are not met, the general contractor will be liable for all Connecticut taxes imposed.

All questions shall be directed to the State of Connecticut Department of Revenue Services Discovery Unit at 860-541-3280.

The successful proposer shall also be required to pay any and all attorney’s fees incurred by the Town Indemnified Parties in enforcing any of the successful proposer’s obligations under this section, whether or not a lawsuit or other proceeding is commenced, which obligations shall survive the termination or expiration of the Contract.

## **20. COMPLIANCE WITH LAWS**

The successful proposer 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 Contract.

### **Immigration Laws**

By submitting a proposal, each proposer 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 provides under the Contract will at all times be authorized for employment in the United States of America. Each proposer 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 proposer shall 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”), 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. The successful proposer’s obligations under this section shall survive the termination or expiration of the Contract.

**Non-Discrimination and Affirmative Action**

In the performance of the Contract, the successful proposer will not discriminate or permit discrimination in any manner prohibited by the laws of the United States or of the State of Connecticut against any person or group of persons on the grounds of race, color, religious creed, age (except minimum age), marital status or civil union status, national origin, ancestry, sex, sexual orientation, mental retardation, mental disability or physical disability, including but not limited to blindness, unless the successful proposer shows that such disability prevents performance of the work involved.

In the performance of the Contract, the successful proposer will take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age (except minimum age), marital status or civil union status, national origin, ancestry, sex, sexual orientation, mental retardation, mental disability or physical disability, including but not limited to blindness, unless the successful proposer shows that such disability prevents performance of the work involved.

Any violation of these provisions shall be considered a material violation of the Contract and shall be grounds for the Town’s cancellation, termination or suspension, in whole or in part, of the Contract and may result in ineligibility for further Town contracts.

**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 \$400,000 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.

### **Executive Orders**

The contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated 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.

### **Occupational Safety and Health Administration Requirement**

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.

## **21. NON COLLUSION AFFIDAVIT**

Each proposer shall submit a completed Proposer's Non-Collusion Affidavit Form that is part of this RFQ, see **Exhibit C**.

## **22. CONTRACT TERMS**

The following provisions will be mandatory terms of the Town's Contract with the successful proposer. If a proposer is unwilling or unable to meet, or seeks to clarify or modify, any of these Contract Terms, the proposer must disclose that inability, unwillingness, clarification and/or modification in its Proposal Form.

### **a. DEFENSE, HOLD HARMLESS AND INDEMNIFICATION**



The successful proposer 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, judgments, losses or expenses, including attorney's fees, arising out of or relating, directly or indirectly, to the successful proposer's malfeasance, misconduct, negligence or failure to meet its obligations under the RFQ or the Contract. The successful proposer'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 or its 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 or its Indemnified Parties made or brought by any employee of the successful proposer, or anyone directly or indirectly employed or contracted with by the successful proposer, or anyone for whose acts or omissions the successful proposer is or may be liable, the successful proposer'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 proposer under workers' compensation acts, disability benefit acts, or other employee benefits acts.

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

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

b. ADVERTISING

The successful proposer 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 proposer 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 proposer to do so is not a statement about the quality of the successful proposer's work or the Town's endorsement of the successful proposer.

c. SUBCONTRACTING

Prior to entering into any subcontract agreement(s) for the work described in the Contract, the successful proposer shall provide the Town with written notice of the identity (full legal name, street address, mailing address (if different from street address), and telephone number) of each proposed subcontractor. The Town shall have the right to object to any proposed subcontractor by providing the successful proposer with written notice thereof within seven (7) business days of receipt of all required information about the proposed

subcontractor. If the Town objects to a proposed subcontractor, the successful proposer shall not use that subcontractor for any portion of the work described in the Contract.

All permitted subcontracting shall be subject to the same terms and conditions as are applicable to the successful proposer. The successful proposer shall remain fully and solely liable and responsible to the Town for performance of the work described in the Contract. The successful proposer also agrees to promptly pay each of its subcontractors within thirty (30) days of receipt of payment from the Town or otherwise in accordance with law. The successful proposer shall assure compliance with all requirements of the Contract. The successful proposer shall also be fully and solely responsible to the Town for the acts and omissions of its subcontractors and of persons employed, whether directly or indirectly, by its subcontractor(s).

d. PREFERENCES

The successful proposer shall comply with the requirements of Conn. Gen. Stat. § 31-52(b), as amended. Specifically, the successful proposer agrees that in the employment of labor to perform the work under the Contract, preference shall be given to citizens of the United States who are, and have been continuously for at least three (3) months prior to the date of the Contract, residents of the labor market area (as established by the State of Connecticut Labor Commissioner) in which such work is to be done, and if no such qualified person is available, then to citizens who have continuously resided in Hartford County for at least three (3) months prior to the date hereof, and then to citizens of the State who have continuously resided in the State at least three (3) months prior to the date of the Contract.

e. WORKERS COMPENSATION

Prior to Contract execution, the Town will require the tentative successful proposer to provide 1) evidence of compliance with the workers' compensation insurance and self-insurance requirements of subsection (b) of Connecticut General Statutes section 31-284, and 2) 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 proposer was not liable to the State for any workers' compensation payments made pursuant to Conn. Gen. Stat. § 31-355.

f. SAFETY

The Contractor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. The Contractor shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. The Contractor shall indemnify and hold harmless The Customer from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on The Customer because of The Contractor, subcontractor, or supplier's failure to comply with the regulations stated herein.

g. LICENSES AND PERMITS

The successful proposer certifies that, throughout the Contract term, 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 proposer shall immediately and in writing notify the

Town of the loss or suspension of any such approval, permit or license.

h. CESSATION OF BUSINESS/BANKRUPTCY/RECEIVERSHIP

If the successful proposer 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 proposer, to make arrangements with another person or business entity to provide the services described in the Contract and to exercise any or all of its rights at Law, in equity, and/or under the Contract.

i. AMENDMENTS

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

j. 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.

k. 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.

l. 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.

m. NON-EMPLOYMENT RELATIONSHIP

The Town and the successful proposer 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 proposer understands and agrees that it is not entitled to employee benefits, including but not limited to worker's compensation and employment insurance coverage, and disability. The successful proposer shall be solely responsible for any applicable taxes.

n. GENERAL WARRANTY

Neither the final certificate of payment nor any provision in the contract documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the contract documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty workmanship or materials.

The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year (1) from the date of final acceptance of the work, unless a longer period is specified by the Owner. The Owner will give final notice of observed defects with reasonable promptness.

o. GENERAL GUARANTEE

The Contractor shall guarantee his work for a period of one (1) year after the date of the Owner's Superintendent's final inspection and acceptance as evidenced by final payment. he shall during that period repair promptly, at his own cost and expense all breaks, failures or defects which develop in his work as a result of faulty material or workmanship. The performance bond shall remain in effect through the guarantee period.

**END OF STANDARD INSTRUCTIONS TO PROPOSERS**

**TOWN OF STONINGTON, CONNECTICUT  
WATER POLLUTION CONTROL AUTHORITY**

**REQUEST FOR QUALIFICATIONS FOR  
PROFESSIONAL WASTEWATER CONSULTING SERVICES  
FOR THE STONINGTON, MYSTIC WPCA PLANT  
AND ASSOCIATED COLLECTION SYSTEM**

**RFQ: #2019-005**

**INSURANCE REQUIREMENTS**

The Successful Proposer shall agree to maintain in force at all times during which services are to be performed the following coverages placed with company(ies) licensed by the State of Connecticut that have at least an "A-" VIII policyholders rating according to Best Publication's latest edition Key Rating Guide.

		(Minimum Limits)
General Liability*	Each Occurrence	\$1,000,000
	General Aggregate	\$3,000,000
	Products/Completed Operations	\$3,000,000
	Personal and ADV Injury	\$1,000,000
	Damage to Rented Premises	\$300,000
	Medical Expense (anyone person)	\$10,000
Auto Liability*	Combined Single Limit	\$1,000,000
	Each Accident	\$1,000,000
Professional Liability	Each Claim or Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Umbrella* (Excess Liability)	Each Occurrence	\$5,000,000
	Aggregate	\$5,000,000

\* "Town of Stonington shall be named as "Additional Insured" Coverage is to be provided on a primary, noncontributory basis.

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of the contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Workers' Compensation and Employers' Liability	WC Statutory	
	Limits EL Each	\$500,000
	EL Disease Each Employee	\$500,000
	EL Disease Policy Limit	\$500,000

Original, completed Certificates of Insurance must be presented to the Town prior to contract issuance. The Successful Proposer agrees to provide replacement/renewal certificates at least 60 days prior to the expiration of any policy. Should any of the above described policies be cancelled before the expiration date, written notice must be given to the Town 30 days prior to cancellation.

### **INSURANCE REQUIREMENTS FOR SUBCONTRACTORS**

The Contractor shall ensure that all tiers of their subcontractors shall procure and maintain insurance in like form and amounts including the Additional Insured requirements, as set forth above. Copies of the certificates of insurance must be provided to the Town prior to the subcontractor entering the jobsite.

**TOWN OF STONINGTON, CONNECTICUT  
WATER POLLUTION CONTROL AUTHORITY**

**REQUEST FOR QUALIFICATIONS FOR  
PROFESSIONAL WASTEWATER CONSULTING SERVICES  
FOR THE STONINGTON, MYSTIC WPCA PLANT  
AND ASSOCIATED COLLECTION SYSTEM**

**RFQ: #2019-005**

**PROPOSER'S LEGAL STATUS DISCLOSURE**

Please fully complete the applicable section below, attaching a separate sheet if you need additional space.

For purposes of this disclosure, "permanent place of business" means an office continuously maintained, occupied and used by the proposer's regular employees regularly in attendance to carry on the proposer's business in the proposer's own name. An office maintained, occupied and used by a proposer only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied and used by a person affiliated with a proposer will not be considered a permanent place of business of the proposer.

**IF A SOLELY OWNED BUSINESS:**

Proposer's Full Legal Name \_\_\_\_\_

Street Address \_\_\_\_\_

Mailing Address (if different from Street Address) \_\_\_\_\_

Owner's Full Legal Name \_\_\_\_\_

Number of years engaged in business under sole proprietor or trade name \_\_\_\_\_

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

If yes, please state the full street address (not a post office box) of that  
"permanent place of business."

\_\_\_\_\_

**IF A CORPORATION:**

Proposer's Full Legal Name \_\_\_\_\_

Street Address \_\_\_\_\_

Mailing Address (if different from Street Address) \_\_\_\_\_

Owner's Full Legal Name \_\_\_\_\_

Number of years engaged in business \_\_\_\_\_

Names of Current Officers

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chief Financial Officer

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

If yes, please state the full street address (not a post office box) of that  
"permanent place of business."

\_\_\_\_\_

**IF A LIMITED LIABILITY COMPANY:**

Proposer's Full Legal Name \_\_\_\_\_

Street Address \_\_\_\_\_

Mailing Address (if different from Street Address) \_\_\_\_\_

Owner's Full Legal Name \_\_\_\_\_

Number of years engaged in business \_\_\_\_\_

Names of Current Manager(s) and Member(s)

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Residential Address (street only)

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Residential Address (street only)

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Residential Address (street only)

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Residential Address (street only)

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Residential Address (street only)

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

If yes, please state the full street address (not a post office box) of that  
"permanent place of business."

\_\_\_\_\_



**IF A PARTNERSHIP:**

Proposer's Full Legal Name \_\_\_\_\_

Street Address \_\_\_\_\_

Mailing Address (if different from Street Address) \_\_\_\_\_

Owner's Full Legal Name \_\_\_\_\_

Number of years engaged in business \_\_\_\_\_

Names of Current Partners

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Residential Address (street only)

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Residential Address (street only)

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Residential Address (street only) Does

the proposer have a "permanent place of business" in Connecticut, as defined above?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

\_\_\_\_\_

\_\_\_\_\_  
Proposer's Full Legal Name

\_\_\_\_\_  
(print)  
Name and Title of Proposer's Authorized Representative

\_\_\_\_\_  
(signature)  
Proposer's Representative, Duly Authorized

\_\_\_\_\_  
Date

**END OF LEGAL STATUS DISCLOSURE FORM**

TOWN OF STONINGTON, CONNECTICUT  
WATER POLLUTION CONTROL AUTHORITY

REQUEST FOR QUALIFICATIONS FOR  
PROFESSIONAL WASTEWATER CONSULTING SERVICES  
FOR THE STONINGTON, MYSTIC WPCA PLANT  
AND ASSOCIATED COLLECTION SYSTEM

RFQ: #2019-005

PROPOSER'S NON-COLLUSION AFFIDAVIT FORM

**PROPOSAL FOR:**

The undersigned proposer, having fully informed himself/herself/itself regarding the accuracy of the statements made herein, certifies that:

- (1) the proposal is genuine; it is not a collusive or sham proposal;
- (2) the proposer developed the proposal independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent competition;
- (3) the proposer, its employees and agents have not communicated the contents of the proposal to any person not an employee or agent of the proposer and will not communicate the proposal to any such person prior to the official opening of the proposal; and
- (4) no elected or appointed official or other officer or employee of the Town of Stonington is directly or indirectly interested in the proposer's proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

The undersigned proposer further certifies that this affidavit is executed for the purpose of inducing the Town of Stonington to consider its proposal and make an award in accordance therewith.

\_\_\_\_\_  
Legal Name of Proposer

\_\_\_\_\_  
(signature)  
Proposer's Representative, Duly Authorized

\_\_\_\_\_  
Name of Proposer's Authorized Representative

\_\_\_\_\_  
Title of Proposer's Authorized Representative

\_\_\_\_\_  
Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**END OF NON-COLLUSION AFFIDAVIT FORM**

**TOWN OF STONINGTON, CONNECTICUT  
WATER POLLUTION CONTROL AUTHORITY**

**REQUEST FOR QUALIFICATIONS FOR  
PROFESSIONAL WASTEWATER CONSULTING SERVICES  
FOR THE STONINGTON, MYSTIC WPCA PLANT  
AND ASSOCIATED COLLECTION SYSTEM**

**RFQ: #2019-005**

**PROPOSER'S STATEMENT OF REFERENCES FORM**

Provide at least five (5) references:

| BUSINESS NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
INDIVIDUAL CONTACT NAME AND POSITION \_\_\_\_\_  
\_\_\_\_\_

| BUSINESS NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
INDIVIDUAL CONTACT NAME AND POSITION \_\_\_\_\_  
\_\_\_\_\_

| BUSINESS NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
INDIVIDUAL CONTACT NAME AND POSITION \_\_\_\_\_  
\_\_\_\_\_

BUSINESS NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
INDIVIDUAL CONTACT NAME AND POSITION \_\_\_\_\_

BUSINESS NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
INDIVIDUAL CONTACT NAME AND POSITION \_\_\_\_\_

**END OF STATEMENT OF REFERENCES FORM**

TOWN OF STONINGTON, CONNECTICUT  
WATER POLLUTION CONTROL AUTHORITY

REQUEST FOR QUALIFICATIONS FOR  
PROFESSIONAL WASTEWATER CONSULTING SERVICES  
FOR THE STONINGTON, MYSTIC WPCA PLANT  
AND ASSOCIATED COLLECTION SYSTEM  
RFQ: #2019-005

**REQUIRED DISCLOSURES**

1. Exceptions to/Clarifications of/Modifications of the RFQ

\_\_\_\_\_ This proposal does not take exception to or seek to clarify or modify any requirement of the RFQ, including but not only any of the Contract Terms set forth in the Standard Instructions to Proposers. **The proposer agrees to each and every requirement, term, provision and condition of this RFQ.**

OR

\_\_\_\_\_ This proposal takes exception(s) to and/or seeks to clarify or modify certain of the RFQ requirements, including but not only the following Contract Terms set forth in the Standard Instructions to Proposers. **Attached is a sheet fully describing each such exception.**

2. State Debarment List

Is the proposer on the State of Connecticut's Debarment List?

\_\_\_\_\_ Yes  
\_\_\_\_\_ No

**State Tax ID No.** \_\_\_\_\_

3. Occupational Safety and Health Law Violations

Has the proposer or any firm, corporation, partnership or association in which it has an interest (1) been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the proposal (provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction) or (2) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the proposal?

\_\_\_\_\_ Yes

\_\_\_\_\_No

If “yes,” attach a sheet fully describing each such matter.

4. Arbitration/Litigation

Has either the proposer or any of its principals (current or former, regardless of place of employment) been involved for the most recent ten (10) years in any pending or resolved arbitration or litigation?

\_\_\_\_\_Yes  
\_\_\_\_\_No

If “yes,” attach a sheet fully describing each such matter.

5. Criminal Proceedings

Has the proposer or any of its principals (current or former, regardless of place of employment) ever been the subject of any criminal proceedings?

\_\_\_\_\_Yes  
\_\_\_\_\_No

If “yes,” attach a sheet fully describing each such matter.

6. Ethics and Offenses in Public Projects or Contracts

Has either the proposer or any of its principals (current or former, regardless of place of employment) ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of proposals or bids or the performance of work on public works projects or contracts?

\_\_\_\_\_Yes  
\_\_\_\_\_No

If “yes,” attach a sheet fully describing each such matter.

7. Federal Debarment List

Is the proposer on the Federal Government’s Debarment List?

\_\_\_\_\_Yes  
\_\_\_\_\_No

**Federal Tax ID No.** \_\_\_\_\_

**Firm’s Duns No.** \_\_\_\_\_

**END OF REQUIRED DISCLOSURES FORM**

TOWN OF STONINGTON, CONNECTICUT  
WATER POLLUTION CONTROL AUTHORITY

REQUEST FOR QUALIFICATIONS  
PROFESSIONAL WASTEWATER CONSULTING SERVICES  
FOR THE STONINGTON, MYSTIC WPCA PLANT  
AND ASSOCIATED COLLECTION SYSTEM

RFQ: #2019-005

AFFIRMATIVE ACTION/EEO AFFIDAVIT

Concerning Equal Employment Opportunities and/or Affirmative Action Policy I/we, the respondent, certify to the TOWN OF STONINGTON 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 April, 2017

\_\_\_\_\_

Notary Public

My Commission Expires \_\_\_\_\_

date

**END OF AFFIDAVIT FORM**