



REQUEST FOR PROPOSALS MS4 STORMWATER PERMIT COMPLIANCE SERVICES

The Town of Orange is seeking proposals from qualified engineering and environmental consulting firms to assist the town in meeting certain requirements of the Connecticut General Permit for the Discharge of Stormwater from Small Municipal Separate Storm Sewer Systems (MS4).

Questions:

All questions regarding this Request for Proposals (RFP) shall be submitted via email to the Director of Public Works/ Town Engineer via email at bbrinton@orange-ct.gov. Questions received after 4:00 p.m. on October 23, 2019, will not be answered.

Scope of Services

Task 1 – Dry Weather Screening (and Sampling & Testing if Flow Is Observed) of all MS4 Outfalls /Interconnections

Perform dry weather screening (and sampling and testing if flow is observed), in accordance with the requirements of the MS4 permit. The town estimates that there are about 365 MS4 outfalls, and an unknown number of interconnections. For purposes of this proposal, assume 36 interconnections and 36 outfalls or interconnections require sampling & testing. Provide the town with the screening and testing results.

Task 2 – Wet Weather Sampling and Testing of MS4 Outfalls to Impaired Waterbodies and Watercourses

Perform wet weather sampling and testing for MS4 outfalls to impaired waterbodies and watercourses, in accordance with the requirements of the MS4 permit. The town estimates that there are about 51 direct outfalls to impaired waterbodies or watercourses (Housatonic River, Two Mile Brook, Wepawaug River, Indian River, and Silver Brook). Provide the town with the testing results.

Task 3 – Update Storm Sewer System Mapping and Outfall/Interconnection Inventory and Mapping

The town currently has 1" = 100' scale storm sewer system maps from 1978 and 2002, which have not been updated. The storm sewer information from the 2002 maps has been digitized into GIS format.

The Consultant shall field verify and update existing storm sewer system mapping in GIS format. Also, provide a PDF and a full size paper set of updated storm sewer system maps. Paper or scanned copies of available development or capital improvement plans will be provided where requested for areas with significant changes to the existing storm sewer system mapping. It is anticipated that field verification will be performed in conjunction with outfall screening and sampling, and that GPS will be used to locate storm drainage structures.

Updated storm sewer system mapping shall include:

- flow direction
- pipe size, type, and material
- outfalls and direct or indirect receiving waters (name, ID, and surface water quality classification)
- pipes
- open channel conveyances (swales, ditches, etc.)
- catch basins
- manholes
- interconnections with other MS4s and other storm sewer systems
- municipally-owned stormwater treatment structures (e.g., detention and retention basins, infiltration systems, bioretention areas, water quality swales, gross particle separators, oil/water separators, and other systems)
- watershed name, including subregional drainage basin number
- catchment delineations for each MS4 outfall
- waterbodies and watercourses identified by name and indication of all use impairments as defined in the MS4 permit
- municipal sanitary sewer system and sewered area
- properties known or suspected to be served by septic system in the sewered area
- areas with potential to receive flow from septic system discharges (e.g., poor soils, high groundwater table)
- locations of suspected, confirmed, or corrected illicit discharges

Sanitary sewer; orthophoto; topographic mapping elements such as buildings, roads, driveways, parking lots, sidewalks, waterbodies and watercourses, and contours; assessor map property lines; and existing storm sewer system mapping will be provided by the town for use in preparing updated storm sewer system mapping.

Fees

Provide a lump sum price per task on the proposal form. In addition, provide per outfall/interconnection prices for dry weather screening, dry weather with observed flow sampling and testing, and wet weather sampling and testing, to adjust the lump sum prices based on the actual number of screenings or samplings/testings performed.

Schedule

Provide a proposed schedule indicating the amount of time required to complete each task. Include any schedule restrictions, such as not being able to sample during freezing weather.

Statements of Qualifications

Provide a statement of qualifications with the proposal. Provide information about the firm's capacity and capability to complete the work of the project in a reasonable amount of time.

Describe the firm's understanding of the scope of services and the firm's proposed approach to the project.

Provide qualifications of the firm, including description, completion date, and cost of similar projects completed within the past 5 years that best illustrate the capabilities of the firm to perform this project. Provide references for these projects including company name, contact person name, title, email address, telephone number, and mailing address.

Provide a detailed organization chart and proposed staffing plan indicating the names of all employees that will work on the project, and their title and role in the project. Resumes including relevant education, work experience, training, and licenses and certifications for all proposed staff should be provided.

Identify subcontractors and subconsultants that will work on the project and describe their role in the project. Indicate subcontractors and subconsultants and their relationship with the project team on the organizational chart. Provide firm qualifications and resumes for staff that will work on the project for all subcontractors and subconsultants. Describe the firm's previous work experience with the subcontractors and subconsultants.

Insurance

The Consultant, before commencing any work shall furnish the Town with a certificate, or certificates of insurance, naming the Town of Orange as an additional insured on a primary and non-contributory basis. Insurance policies shall be issued by a company accredited and licensed by the State of Connecticut to provide such insurance, for the work specified herein, with the minimum types and limits as follows:

Commercial General Liability:

- | | |
|----------------------|-------------|
| a. Each Occurrence | \$1,000,000 |
| b. General Aggregate | \$2,000,000 |

Automobile Liability:

- | | |
|-----------------------|-------------|
| a. Each Accident | \$1,000,000 |
| b. Uninsured Motorist | \$1,000,000 |

Umbrella or Excess Liability: \$3,000,000

Workers' Compensation: Per Statute

Employers' Liability:

- | | |
|-----------------------------|-------------|
| a. Each Accident or Disease | \$1,000,000 |
| b. Policy Limit | \$1,000,000 |

Professional Liability: \$1,000,000

All insurance shall be kept in effect by the Consultant throughout the terms of this Contract. Any lapse of coverage shall be deemed a material breach of Contract and cause for immediate termination. The Town shall be named as **additional insured** on all applicable policies. A waiver of subrogation shall apply in favor of the Town of Orange.

If any insurance coverage is provided on a "claims made" policy basis, an extended reporting period of at least 3 years after the date of project completion or final payment is made, whichever occurs later. These insurance requirements are not a limitation of liability and may be subject to change based on specific project cost and scope.

To the fullest extent permitted by law, Consultant will defend, indemnify and hold the Town of Orange and all of its employees and boards harmless from and against all claims, bodily injury and property damage, judgments and expenses, including attorney fees that arise from or are alleged to arise from the performance of this work.

Selection Criteria

Evaluation of proposals will be based on the following criteria, and such other criteria as the town deems appropriate:

1. The firm's capacity and capability to perform the work
2. Project understanding and approach
3. The firm's experience in performing similar projects
4. References
5. Organization of the project team
6. Professional qualifications of key project staff
7. Qualifications of subcontractor and subconsultants
8. Fees
9. Proposed schedule

After reviewing the submitted proposals, the town may prepare a shortlist of firms and hold interviews.

The town reserves the right to reject any and all proposals, to waive any proposal irregularities, to award only a portion of the scope of services, to select more than one firm, and to negotiate scope of work, fees, and other terms with the selected firm(s), all in the town's sole discretion as to the best interest of the town.

Proposal Submittal

Proposers are responsible for checking the RFP posting on the state contracting portal www.biznet.ct.gov/SCP_Search or on the Town of Orange website for addenda and responses to questions, up to the proposal submission deadline.

Sealed proposals, clearly marked "**Proposal for MS4 Stormwater Permit Compliance Services**" shall be submitted to the Department of Public Works office, Orange Town Hall, 617 Orange Center Road, Orange, CT 06477 by **4:00 pm on October 25, 2019**. Proposals received after that time will not be considered.

Town of Orange, Connecticut
PROPOSAL FORM

MS4 STORMWATER PERMIT COMPLIANCE SERVICES

The following fee proposal is being submitted to the Town of Orange, Connecticut for engineering and environmental consulting services, in accordance with the Request for Proposals, to assist the town in complying with certain requirements of the Connecticut General Permit for the Discharge of Stormwater from Small Municipal Separate Storm Sewer Systems (MS4).

LUMP SUM PRICE for **Task 1** – Dry Weather Screening (and Sampling & Testing if Flow Is Observed) of all MS4 Outfalls /Interconnections (based on 365 MS4 outfalls, 36 interconnections, and 36 outfalls/interconnections with observed flow requiring sampling and testing):

_____ Dollars (\$ _____)

LUMP SUM PRICE for **Task 2** – Wet Weather Sampling and Testing of MS4 Outfalls to Impaired Waterbodies and Watercourses (based on 51 direct MS4 outfalls to impaired waterbodies and watercourses):

_____ Dollars (\$ _____)

LUMP SUM PRICE for **Task 3** – Update Storm Sewer System Mapping and Outfall/Interconnection Inventory and Mapping:

_____ Dollars (\$ _____)

UNIT PRICE per Outfall/Interconnection adjustment for dry weather screening:

_____ Dollars (\$ _____)

UNIT PRICE per Outfall/Interconnection adjustment for dry weather with observed flow sampling and testing:

_____ Dollars (\$ _____)

UNIT PRICE per Outfall/Interconnection adjustment for wet weather sampling and testing:

_____ Dollars (\$ _____)

The undersigned certifies that he/she has read and understood all of the provisions of the Specifications. Any exceptions to the Specifications are noted below and/or on a separate sheet of paper and made a part of this proposal. The undersigned also certifies that this proposal is being submitted without collusion with any individual or corporation and agrees, by virtue of submitting this proposal, that if accepted by the Town of Orange, this forms a contractual obligation on the part of the proposer to perform the work in accordance with the proposal.

SIGNATURE: _____

FOR: _____
(Proposer Name)

BY: _____ DATE: _____
(Title)

If the proposer is a corporation, affix corporate seal to above proposal and give below, the names of its President, Secretary, Treasurer and General Manager, if any. If a partnership, give full names and residential addresses of all partners. If an individual, give residential address if different from business address.

CHECK ONE:

No exceptions to the Specifications _____

Exceptions taken as noted below _____ or on separate sheet of paper _____

NON-COLLUSIVE AFFIDAVIT OF PRIME BIDDER

State of _____)
) SS
County of _____)

_____ being first duly sworn, deposes that:

1. (He, She) is (Owner, Partner, Officer Representative or Agent) of _____
_____ the bidder that has submitted the attached Bid;
2. (He, She) is fully informed respecting the thee preparation and contents of the attached bid and all of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not collusive or a sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached Bid is submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the Town or any person interested in the proposed Contract;
5. The price, or prices, quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the art of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant; and
6. That no employee or person whose salary is payable in part by the Treasury of the Town in which the Project is located, is directly or indirectly interested in the Bid, or its supplies, materials, equipment, work or labor to which it relates, or in any profits thereof.

(Signed) _____

(Title)

Subscribed and sworn to before me this _____ day of

(Title)

My Commission Expires:
