

**TOWN OF NEW MILFORD
REQUEST FOR PROPOSALS
ENGINEERING SERVICES
UNDERGROUND STORAGE REMOVAL AND REPLACEMENT
SARAH NOBLE SCHOOL**

The Town of New Milford, through its Municipal Building Committee will be accepting proposals from qualified individuals or firms to provide engineering services which will include an underground oil tank replacement study, new tank system design including specifications and cost estimate for the removal and replacement located at Sarah Noble School.

Interested individuals and firms should request the instructions for submitting a response from the Purchasing Authority via the Town's website at www.newmilford.org/finance.

There will be a mandatory pre-proposal meeting held on Monday, February 24, 2020 at 9 a.m. at Sarah Noble Intermediate School, 25 Sunny Valley Road, New Milford, CT.

Proposals must be submitted to the Purchasing Office no later than 3:00 p.m. Thursday, March 19, 2020. **LATE PROPOSALS WILL NOT BE CONSIDERED.** The Town reserves the right to reject any and all submissions.

The selected firm must meet all Municipal, State, and Federal affirmative action and equal employment opportunity practices. The Town of New Milford is an Affirmative Action/Equal Opportunity Employer. Minority/Women/Disadvantaged Business Enterprises are encouraged to submit a proposal.



Pete Bass
Mayor

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SECTION I – GENERAL INFORMATION

BACKGROUND INFORMATION

The existing 10,000-gallon underground oil tank at the Sarah Noble Intermediate School (SNIS) has come to the end of its useful life and needs to be removed and replaced.

The Town's Municipal Building Committee, appointed by the Mayor, wishes to retain an engineering consultant to provide a complete tank replacement study that will include engineering specifications for removal of the existing underground tank, Connecticut DEEP compliant soil sampling plan, replacement tank system design and an engineering cost estimate for the removal and replacement of the UST at SNIS.

The evaluation, removal and design specifications will be used by the Town to secure reimbursement for this project and therefore must meet the State of Connecticut Department of Administrative Services and other agencies requirements

SPECIAL CONSIDERATIONS

Consideration will be given to the ability of the contractor to complete the project within a limited time frame and on budget. The successful bidder must demonstrate the ability to perform the work described in the Scope of Work set forth and have significant experience successfully performing comparable work.

The selected consultant must agree to work with the New Milford Public Schools security policies.

GENERAL SCOPE OF WORK

The engineering services shall include:

- An evaluation of current conditions;
- Specifications for removal of the existing tank including a soil sampling plan meeting applicable Connecticut DEEP regulations;
- Design and specifications for a code compliant replacement tank system to include an evaluation of tank replacement options (i.e. above ground tank system; and
- Cost estimates of each phase for the Town's funding requirements.

The evaluation, design and specifications, and cost estimates need to be complete by June 30, 2020.

SECTION II – CONSULTANT’S SERVICES

- The Consultant shall perform professional services as stated and according to instructions received from the Town. The Consultant’s services shall include all study phase and design related incidental services.
- All drawings, reports, data, and other documents prepared by the Consultant according to this Agreement shall be submitted to the Town for review and approval. Resulting work products of the Consultant pursuant to this solicitation shall become property of the Town of New Milford.
- No such approval shall in any way be construed to relieve the Consultant of responsibility for technical adequacy or operate as a waiver of any of the Town’s rights under this Agreement. The Consultant shall remain liable to the Town according to applicable laws and practices for all damages to the Town caused by the Consultant’s negligent performance of any of the services furnished under this Agreement.
- The Consultant shall conduct regular meetings as necessary with the project team, at a location established by the Town to review progress. The Consultant will provide written notes of each meeting to all attending parties before the next meeting. The Consultant will be responsible to attend public meetings associated with this project.
- The Town shall not be obligated to accept any proposal and the Town shall reserve the sole right to determine the appropriateness of any proposal for this work.
- The Town does not guarantee future design or construction phase work; however, reserves the right to contract for future work upon mutual agreement between the Town and the awarded Consultant.

PROJECT DELIVERABLES

- Proposals shall demonstrate that the firm has the resources and capabilities necessary to meet all project requirements. Firms will be responsible for budget and construction costs estimates including escalation, architectural/engineering fees, contingency and administrative costs for each type of system considered for the tank in the time frame required. This shall include sub-consultants and other resources as proposed.
- A proposed schedule, including milestones.
- The Consultant shall be expected to be present at meetings which may need to be conducted with user groups, either on site or elsewhere. Specifics will be identified prior to start of work in conjunction with the selected Consultant.
- The Consultant shall be expected to submit the following materials, at a minimum:

Text:

- Printed material shall be 8-1/2 x 11. General text within the document shall be no smaller than a 11-point font;
- Fold-out pages shall be 11" x 17";
- Text will be bound in a manner acceptable to the Town;
- Text will be provided with printed or colored covers;

Drawings:

- All drawings shall be 24" x 36" or 30" x 42" in size, unless approved by the Town;
- Drawings shall be no smaller than 40 scale for engineering documents and 1/8" scale for architectural documents, unless approved by the Town;
- Each sheet of drawings shall be numbered as a part of a set;
- One set of reproducible Mylar record drawings and five sets of prints shall be provided;
- One copy of the final report, in MS Office format, and one set of final drawings in AutoCAD format, compatible with the Town's system, must be provided on a compact disk.

PROJECT COORDINATION

The Respondent will work closely with the Municipal Building Committee, Department of Public Works and School Facilities Department through all phases of the project. The Town will provide access to the property, all available plans and drawings.

SECTION III - SUBMISSION OF QUALIFICATIONS & PROPOSALS

MINIMUM REQUIREMENTS

- Respondent shall be licensed by the State of Connecticut to perform the required work.
- Respondent shall have an assigned project manager to oversee this work and act as liaison to the Town.
- Respondent shall have demonstrated staff resources sufficient to perform the work within the required time frame.
- Respondent shall have demonstrated experience designing systems with similar scope, complexity and schedule within the past five (5) years.

TERM OF SERVICE / TIME FOR COMPLETION

The selected firm will be expected to commence services within 10 days of contract execution or on such other schedule as may be agreed to with the Town. The Town anticipates allocating up to two (2) months of overall time for the study described herein including but not limited to data collection, meetings, agency approval, consultant coordination, etc. The intent is to have a fully developed plan with associated costs ready before May 31, 2020.

SITE INSPECTION

A mandatory pre-proposal site meeting is scheduled for 9:00 a.m. Monday, February 24, 2020 at Sarah Noble Intermediate School, 25 Sunny Valley Road, New Milford.

PROPOSAL INSTRUCTIONS

- By submitting a Proposal, Respondent represents that they have thoroughly examined and become familiar with the Scope of Services outlined in this RFP and are capable of performing the work to achieve the Town's objectives.
- All firms are required to submit one (1) original, five (5) copies and one USB drive of their proposals to the Purchasing Authority Office, Town of New Milford, 10 Main Street, New Milford, CT 06776 by the date and time listed herein. All Proposals will be opened publicly and recorded as received. Respondents may be present at the opening; however, there will be no public reading of proposals. Proposals received later than the time and date specified will not be considered. The Proposal must be submitted in a sealed envelope or package and the outside shall be clearly marked with the Respondent's name and address as well as the following:

**SEALED REQUEST FOR PROPOSAL
OIL TANK REPLACEMENT STUDY FOR SARAH NOBLE SCHOOL
March 19, 2020
TIME – 3:00 P.M.**

- All respondents are required to submit the information detailed below. Responses shall be organized and presented in the order listed below to assist the Town in reviewing and rating proposals. Responses should be presented in appropriate detail to thoroughly respond to the requirements and expected services described herein.
 1. Table of Contents to include clear identification of the material provided by section and number.
 2. A letter of transmittal indicating the firm's interest in providing the service and any other information that would assist the Town in making a selection. This letter must be signed by a person legally authorized to bind the firm to a contract.

3. Name, email address and telephone number of person(s) to be contacted for further information or clarification.
4. Copy of State of Connecticut license to perform the work required and involved if required.
5. Respondent shall identify and submit detailed resumes for any staff members of the design team (including sub-consultants) with their assigned roles and a description of their background and experience.
6. A background statement including a description of relevant experience of the firm submitting the proposal; including experience with State of Connecticut reimbursement process.
7. Technical Solution/Approach to Project.
8. Schedule. Must be able to accommodate schedule.
9. Respondent shall provide a list of 3-5 references and examples of previous similar projects successfully completed within the last five years with the contact name, address and telephone number of the owners' representative in each project.
10. Fee proposal (see attached form), hourly rates and any exclusions.

Any questions regarding this RFP shall be made in writing and directed to Jack Healy, DPW Director at jhealy@newmilford.org. All questions, answers, and/or addenda, as applicable, will be posted on the Town's website at www.newmilford.org/finance. It is the respondent's responsibility to check the website for addenda prior to submission of any proposal.

Note: Responses to requests for more specific contract information than is contained in the RFP shall be limited to information that is available to all respondents and that is necessary to complete this process. Any requests must be received no later than Thursday, March 5th for a posted response on Thursday, March 12th.

Failure to include any of the above-referenced items in the submitted proposal may be grounds for disqualifying said proposal.

EVALUATION CRITERIA

The Municipal Building Committee will evaluate all proposals received for completeness and the respondent's ability to meet all requirements as outlined in this Request for Proposals. The Committee will then short list the specific firms whose proposals best meet all criteria required.

The following factors will be considered by the Town when evaluating the proposals:

- Accuracy, overall quality, thoroughness, and responsiveness to the Town's requirements as

summarized herein.

- The qualifications and experience of the firm, key personnel to be assigned to the project including proof of license by the State of Connecticut to perform the required work.
- Successful performance of similar work within the past five (5) years, specifically work resulting in State reimbursement, and satisfactory references.
- Approach to the project.
- Demonstrated ability to meet schedule.
- Fee
- The number, scope, and significance of conditions or exceptions attached or contained in the proposal.

SELECTION PROCESS

This request for proposals does not commit the Town of New Milford to award a contract or to pay any costs incurred in the preparation of a proposal to this request. All proposals submitted in response to this request become the property of the Town of New Milford. The Town of New Milford reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with the selected respondents, the right to extend the contract for additional services, or to cancel in part or in its entirety the request for qualifications, and to waive any informality if it is in the best interests of the Town to do so.

The Municipal Building Committee will evaluate all proposals received for completeness and the respondent's ability to meet all requirements as outlined in this RFP. The Committee will then short list the specific firms whose proposals best meet all criteria required and may conduct interviews with these firms. Upon completion of interviews, the Committee will make their recommendation to the Purchasing Authority.

Additional technical information may be requested from any respondent for clarification purposes, but in no way changes the original proposal submitted.

TIMELINE

The Town intends to adhere to the schedule listed below as closely as possible but reserves the right to modify the schedule in the best interest of the Town as required.

Publicize RFP	February 14, 2020
Pre-Proposal Onsite Meeting	February 24, 2020
RFP Due Date	March 19, 2020
Shortlist of Proposals Received	March 31, 2020
Interviews with Top Respondents	April 6-10, 2020
Award Date	April 16, 2020

INSURANCE REQUIREMENTS

The Respondent shall, at its own expense and cost, obtain and keep in force during the entire duration of the Project or Work the following insurance coverages covering the Respondent and all of its agents, employees and sub-contractors and other providers of services and shall name the **Town of New Milford, its employees and agents as an Additional Insured** on a primary and non-contributory basis to the Respondent's Commercial General Liability and Automobile Liability policies. **These requirements shall be clearly stated in the remarks section on the Respondent's Certificate of Insurance.** Insurance shall be written with insurance carriers approved in the State of Connecticut and with a minimum Best's Rating of A-VIII with all policies written on an occurrence form basis. In addition, all carriers are subject to approval by the Town. Minimum Limits and requirements stated below:

1) Worker's Compensation Insurance:

- Statutory Coverage
- Employer's Liability: \$500,000 each accident / \$500,000 disease-policy limit / \$500,000 disease each employee
- A Waiver of Subrogation shall be provided in favor of the Town, their employees and agents.

2) Commercial General Liability:

- Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.
 - Limits of Liability for Bodily Injury and Building Damage Each Occurrence \$1,000,000
 - Aggregate \$2,000,000 (The Aggregate Limit shall apply separately to each job.)
- A Waiver of Subrogation shall be provided in favor of the Town, their employees and agents.

3) Automobile Insurance:

- Including all owned, hired, borrowed and non-owned vehicles
- Evidence of Combined Single Limit of Liability for Bodily Injury and Building Damage:
Per Accident \$1,000,000
A Waiver of Subrogation shall be provided in favor of the Town, their employees and agents.

4) Errors and Omissions Liability or Professional Services Liability Policy

- Provide Errors and Omissions Liability or Professional Services Liability Policy for a minimum Limit of Liability \$1,000,000 each occurrence or per claim. The awarded respondent(s) will be responsible to provide written notice to the Owner 30 days prior to cancellation of any insurance policy.
- The respondent agrees to maintain continuous professional liability coverage for the entire duration of this Project and shall provide for an Extended Reporting Period in which to report claims for seven (7) years following the conclusion of the Project.

The respondent shall provide a Certificate of Insurance as "evidence" of General Liability, Auto Liability including all owned, hired, borrowed and non-owned vehicles, statutory Worker's Compensation and Employer's Liability and Professional Services Liability coverage.

The respondent shall direct its Insurer to provide a Certificate of Insurance to the Town before any work is performed. The awarded Respondent(s) will be responsible to provide written notice to the Owner 30 days prior to cancellation or non-renewal of any insurance policy. The Certificate shall evidence all required coverages including the Additional Insured on the General Liability and Auto Liability policies and Waiver of Subrogation on the General Liability policy. The respondent shall provide the Town copies of any such insurance policies upon request.

INDEMNIFICATION

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the Town, their consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, attorneys and other professionals and court and arbitration costs) to the extent arising out of or resulting from the performance of the Consultant's work, provided that such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission by the Consultant, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the Consultant to perform or furnish either of the services, or anyone for whose acts the Consultant may be liable.

The above insurance requirements are the Towns' general requirement. Insurance requirements with the awarded Consultant are subject to final negotiations.

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FEE PROPOSAL

Lump Sum UST Removal and Replacement Engineering Services Fee \$ _____

Fee amount in words: _____ cents

The undersigned bidder understands that, in addition to the bid specifications are subject to the terms, provisions and conditions of the New Milford "municipal purchases" ordinance set forth in Article III, Section 2-92 (a) through (o) inclusive, of the code of New Milford.

Company: _____

Address: _____

By: _____ Title: _____

Phone number: _____ Email: _____

Signature: _____

Date: _____

Exclusions: