

**SPECIFICATIONS
AND
BID DOCUMENTS**



**Bid Number 2021-15
RFP Ballantine Pool & Bath House
Preliminary Design**

**Office of the First Selectman
501 MAIN STREET SOUTH
SOUTHBURY, CONNECTICUT
November 29, 2021**

Town of Southbury Ballantine Park Pool and Bath House Preliminary Design

INTRODUCTION

The Town of Southbury is seeking professional design services to assist the Town in studying potential renovations to the pool and bath house at Ballantine Park in Southbury, CT.

A pre-proposal meeting has been scheduled for December 14, 2021 at 10:00 am. Architects/Engineers are strongly encouraged to attend as this is the prime opportunity to ask questions and see the sight conditions.

PROJECT DESCRIPTION

The scope of services consists of studying multiple options to reconstruct the existing pool at Ballantine Park, including upgrades to the utility infrastructure that will support the swimming pool as well as renovation or reconstruction of the existing bath house.

QUALIFICATIONS OF DESIGN PROFESSIONAL

The design professional shall be qualified in swimming pool design, architecture and engineering as well as independent cost estimating services.

PROFESSIONAL FEES

The Town requests a fixed fee proposal for the scope of the preliminary design services.

RFP RESPONSES

A. Submission Requirements

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the Proposals be organized in the following manner:

1. Title Page: Please indicate the RFP subject, the name of your organization, address, telephone number, name of contact person and date.
2. Table of Contents: Clearly identify the material by section and page number.
3. Letter of Transmittal: Limited to two pages. Identify the designate contact person for all communication regarding this RFP process and include phone and email contact information.
4. Response to Request for Proposal: Please provide an overview of your approach to this project. Describe how you would satisfy the requirements of the scope of services section. Identify the personnel that would be assigned to the project with a description of their background and experience. The proposal shall specifically list the tasks it will accomplish and a list of items the consultant's proposal shall not include.
5. Provide complete contact information on at least three (3) references for engagements of a similar nature including a summary of the services provided and the dates the services were provided.

- Interested professionals should submit in a sealed envelope, one (1) original proposal with four (4) printed copies and one (1) electronic copy on or before 12:00 p.m. on **December 30, 2021** to:

Town of Southbury
Attn: Office of the First Selectman
501 Main Street South
Southbury, CT 06488

Sealed proposals will be opened and recorded at this time. No proposals submitted after this time will be accepted. Proposals should be labeled “Town of Southbury Ballantine Park Pool and Bath House Preliminary Design”. An electronic copy of this request for proposal, along with any changes, will be posted on the Town web page (www.southbury-ct.org).

The Town may issue Addenda to this RFP. When issued, addenda will be posted on the Town’s website. It is the Respondent’s responsibility to check for and address any Addenda to this RFP.

B. RFP Cost

Proposers are responsible for all costs incurred in the development and submission of their information packages. The Town assumes no contractual obligation as a result of the issuance of this RFP, the preparation or submission of information by a Proposer.

C. Prime Respondent Responsibility & Third Party Relationships

The Proposer should clarify its relationships with parties supplying portions of the RFP solution and specify the portions that each party is providing.

D. Instructions to Proposers

- At the date of opening, it will be presumed that each Proposer has made a thorough examination of all information relative to the services to be performed under this contract; is satisfied as to the actual conditions and requirements of the services; and has read and become familiar with the RFP documents.
- The Town reserves the right to reject proposal for any reason the Town deems advisable and to award a contract to any of the Proposers of service at the sole discretion of the Town. Any item required in this request for Proposal that is not included in a respondent's Proposal shall be specifically noted. If there are no specifically noted exclusions in a Proposal it will be assumed that the Proposer accepts and understands all of the requirements of this RFP.
- Questions/Inquiries: Any questions or clarifications about this RFP should be addressed to Dan Colton, Finance Director at 203-262-0663 or financedirector@southbury-ct.gov.
- Any proposals must be valid for a period of 120 days from the due date.
- Vendors who are furnished a copy of this RFP are requested to submit a receipt acknowledgement as soon as possible indicating their intention to participate in the RFP process to ensure timely receipt of potential corrections, cancellation and addenda. Acknowledgements shall be emailed to Dan Colton, Finance Director at financedirector@southbury-ct.gov.

E. Indemnification

The awarded firm agrees to indemnify, defend, and save harmless, the Town of Southbury, as well as its officers, agents, and employees from any and all claims and losses to the extent caused by the negligent act, error, or omission of the awarded firm resulting from the performance of this contract, except to the extent caused by the negligent acts of the Town of Southbury or its officers, agents or employees. The Town, as a sovereign government, cannot indemnify businesses or individuals.

F. Compliance with Laws

Proposer shall operate and maintain all properties and perform all of the services required in the RFP in full compliance with all appropriate federal, state and local laws and regulations.

G. Equal Opportunity – Affirmative Action

The successful firm shall comply in all aspects with the Equal Employment Opportunity Act. A firm with 15 or more employees shall be required to have an Affirmative Action Plan that declares that the Contractor does not discriminate based on race, color, religion, sex, national origin, or age, which specifies goals target dates to assure the implementation of equal employment. A firm with fewer than 15 employees shall be required to have a written equal opportunity policy statement declaring that it does not discriminate based on race, color, religion, sex, national origin, or age. Findings of noncompliance with applicable State and Federal equal opportunity laws and regulations could be sufficient reason for revocation or cancellation of this contract.

H. Contract for Services

The Town and Proposer expressly agree that this is an agreement for the provision of the specific services herein described; that Proposer is to perform those services pursuant to the provisions of this agreement; that the Proposer(s) are independent contractors, not employees of the Town, for these purposes and as such neither they nor their employees are entitled to any Town employment benefits, including without limitation, life and health insurance, vacation and sick leave, pension rights or workers compensation.

I. Insurance

Prior to the execution of any contract, the Town of Southbury requires that any awarded contractor providing materials, equipment, or services to the Town must provide to the Town a certificate of insurance (Acord or other approved format) naming the Town of Southbury as additional insured, for the following:

General liability (including completed operations coverage) in the amounts of \$1,000,000 (combined single limit) Bodily Injury/Property Damage coverage per occurrence and \$2,000,000 general aggregate coverage.

Automobile Liability in the amount of \$1,000,000 (combined single limit), Property Damage, and Bodily Injury coverage

Professional Liability, in an amount not less than \$500,000.00 per occurrence and \$1,000,000.00 aggregate.

Worker's Compensation as defined in the Connecticut General Statutes

Any subcontractor to a contracted firm shall be likewise covered and shall furnish certificates of coverage acceptable to the Town before starting work.

The awarded firm shall maintain professional liability insurance until the expiration of the statute of limitations. In the event there is no statute of limitations specifically applicable to this project, the awarded firm shall maintain coverage for a reasonable period after the date of substantial completion of the project as agreed to by the Town and the awarded firm.

J. Public Information & Ownership of Documents

All proposals submitted and information included therein or attached thereto shall become public records upon their delivery to the Town. All documents created by the Proposer during the completion of their contract requirements shall become the property of the Town, including any data bases and information systems that are created.

K. Examination of Documents

Proposers shall thoroughly examine and be familiar with these Proposal documents. The failure or omission of any Proposer to examine these documents shall in no way relieve any Proposer of obligations with respect to this Request for Proposal. The submission of a Proposal shall be taken as prima facie evidence of compliance with this paragraph. The response and the Request for Proposal shall become part of any agreement by reference.

L. Selection Process and Evaluation Criteria

The responses to this RFP will be evaluated using the following criteria:

1. Experience with providing Design/Engineering on a pool facility as described in the Scope of Services section.
2. Company history & references.
3. Responsiveness and approach to RFP requirements.
4. Cost

NOTICE TO CONTRACTORS
CODE OF ETHICS/CONFLICT OF INTEREST ORDINANCE

The Town of Southbury has recently adopted a Code of Ethics/Conflict of Interest Ordinance. The Contractor shall comply with all applicable provisions of said Ordinance. The Contractor acknowledges receiving a copy of said Ordinance, a copy of which is attached hereto and made a part hereof. The Contractor further agrees that any instance of its violating any provisions of the Code of Ethics/Conflict of Interest Ordinance will be sufficient cause for the Town to terminate any or all of the Contractor's contracts or pending contracts with the Town. The Contractor agrees that the above clause will also be incorporated in all of its contracts with its subcontractors and consultants.

ACKNOWLEDGEMENT OF RECEIPT

I have read the above Code of Ethics/Conflict of Interest Ordinance and agree to abide by its terms.
(Shown below)

ORDINANCE RECEIVED BY:

Printed Name _____

Signature _____

Date _____

Code of Ethics/Conflict of Interest Ordinance

A. Declaration of Policy.

1. The proper operation of the government of the Town of Southbury requires that public officers, employees, and members of boards, commissions and committees be independent, impartial and responsible to the people; that governmental decisions and policies be made in the proper channels of the government structure and free from coercive or other improper influence; that public office and employment not be used for personal gain; and that the public have confidence in the integrity of its government.
2. The purpose of this Ordinance is to set forth standards of ethical conduct to assist public officers, employees, members of boards, commissions and committees and persons dealing with them, when they are in the performance of their duties, so as to maintain and enhance a tradition of responsible and effective public service.
3. In the interest of ensuring that concerns regarding possible conflict of interests are promptly raised, this Ordinance permits a concern that a conflict of interest may exist to be raised by any person, regardless of whether the person would be considered an aggrieved party as that term is interpreted under Connecticut law. Any failure to observe the procedures set forth in this Ordinance shall not, however, afford a basis for an action for damages against the Town, any Town board, commission, agency or employee, or any member of any Town board or commission, or for challenging a decision, license, permit or other action of a Town employee, board or commission or member of same by a person who would not, but for the provisions of this Ordinance, have standing to bring such an action.

B. Definitions.

The following definitions shall apply to this Ordinance:

1. Conflict of Interest. A conflict of interest shall be deemed to exist if any Town officer, employee, or member of any board or commission has a financial or personal interest, direct or indirect, in any purchase, contract, transaction, or decision involving his office, board, commission or employment. Indirect interest is defined as an interest in which an officer, member or employee might influence a decision or event so as to achieve gain, financial or otherwise, on behalf of a family member, friend or associate or that creates an actual or perceived monetary or personal indebtedness to any party.
2. Financial Interest. A financial interest shall be deemed to exist if:
 - a. Any such officer, member or employee might, directly or indirectly, derive pecuniary or financial gain or suffer loss from any purchase, contract, transaction or decision involving his office, board, commission or employment; or
 - b. A business or professional enterprise in which such officer, employee or member has any interest as an owner, member, partner, officer, employee or stockholder or has any other form of participation that will be affected by the outcome of the matter under consideration.

3. Personal Interest. A personal interest shall be deemed to exist if any such officer, member or employee shall have an interest with a person involved in any such contract, transaction or decision by reason of:

- a. Relationship within the fourth degree by blood or marriage; or
- b. Close business relationship; or
- c. An interest that is averse to the interests of the Town with respect to the matter under consideration.

4. Material Conflict of Interest. A conflict of interest shall be deemed to be material where a reasonable person would conclude that the financial or personal interest:

- a. is incompatible, or would to a reasonable person appear to be incompatible, with the proper discharge of official duties; or
- b. would tend to impair, or would to a reasonable person appear to impair, independence of judgment and action in the performance of official duties.

5. Public Official. An elected or appointed official, whether paid or unpaid, full or part-time, of the Town.

6. Ethics Commission. The Town of Southbury Commission on Ethics as authorized by Section 7-148h of the Connecticut General Statutes.

C. Disclosure of Conflict.

1. Any Town officer, employee, or member of any Town board or commission who has a conflict or potential conflict of interest as defined herein, whether or not such conflict or potential conflict is material, shall disclose the interest causing such conflict or potential conflict in writing to the Board of Selectmen.

Any member of any Town board or commission who has a conflict of interest, whether or not such conflict is material, shall, in addition to the disclosure required by this Ordinance, disclose the interest causing such conflict to such board or commission, and such disclosure shall be recorded in the board's or commission's minutes.

D. Determination of Materiality

1. In the event that a disclosure or a claim of a conflict of interest with respect to any Town officer or employee has been made to the Board of Selectmen, and the officer or employee does not disqualify himself from matters with respect to which the conflict of interest allegedly exists, the Board of Selectmen promptly shall inquire into the facts of the matter and determine whether or not a conflict exists and if so, whether it is material.

2. In the event that a disclosure or a claim or a conflict of interest with respect to any member of a Town board or commission has been made to such board or commission, and the member does not disqualify himself from matters with respect to which the conflict of interest allegedly exists, the board or commission shall forthwith determine by a majority of those members present, excluding the member whose interest is in question, whether or not a conflict exists and, if so, whether it is material.

E. Disqualification.

If it has been determined that a material conflict of interest exists, the Town officer, employee or member of any Town board or commission who has the conflict shall be disqualified from discussing or acting upon any matter encompassed by that conflict of interest, and shall leave the room during any public hearing, discussions or deliberations regarding the matter. Any Town officer, employee or member of any Town board or commission may disqualify himself even though the conflict of interest is not material.

F. Claim of Conflict.

If a formal written complaint is made to the Ethics Commission that any Town officer, employee, or member of any Town board or commission has an undisclosed conflict of interest, the Ethics Commission shall record the claim in its minutes.

G. Gifts and Favors.

No Town officer, employee, or member of any Town board or commission shall accept or receive, directly or indirectly, anything of value (whether by rebate, gift, promise, obligation or contract for future reward or Compensation or otherwise) for awarding or influencing the award of any decision, permit, license, contract or purchase order by the Town. Anything of value when in the form of a gift shall not be deemed relevant if the actual cost of that item is less than \$10.00.

H. Representation.

1. Without the prior written consent of the Ethics Commission, no Town employee or public official shall appear for Compensation before any Town board or agency in which he/she was formerly employed or served as an official at any time within a period of one (1) year after termination of his/her service with the Town.

2. Without the prior written consent of the Ethics Commission, no present or former Town employee or public official shall represent anyone other than the Town concerning any particular matter in which he/she participated personally and substantially while in municipal service.

3. No Town employee or public official shall disclose or use confidential information acquired in the course of and by reason of his/her official duties, for personal and/or financial gain for himself/herself or others.

4. No former Town employee or public official who participated substantially in the negotiation or award of municipal contract or who supervised the negotiation or award of such a contract shall accept

employment with a party to the contract other than the Town for a period of one (1) year after such contract is signed.

I. Independent Contractors.

Before hiring any consultant, independent Contractor or other advisor, the officer, employee, board or commission that proposes to hire the independent Contractor shall inquire whether the independent Contractor has any conflict of interest as that term is defined in this Ordinance or as defined in any code of ethics or similar code applicable to the independent Contractor. Any such conflict shall be specified in the appropriate Town records (such as minutes of any relevant board or commission). Prior to hiring any independent contractor with a conflict, the officer, employee, board or commission proposing to hire the independent Contractor must make a determination that the conflict is not material and/or that despite the conflict, the independent Contractor should be hired. The decision and the reasons therefore must be a matter of public record.

No consultant, independent Contractor or other advisor of the Town shall represent a private interest in any action or proceeding against the interest of the Town which is in conflict with the performance of his/her duties as such consultant, independent Contractor or advisor. No consultant, independent Contractor or advisor may represent anyone other than the Town concerning any matter in which he/she participated personally and substantially as a consultant to the Town. Neither shall such consultant, independent Contractor or advisor disclose confidential information learned while performing his/her duties for the Town, nor shall he/she use such information for the personal and/or financial interests of himself/herself or others.

J. Procedure.

All claims pertaining to a violation of this Ordinance shall be made, in writing, to the Ethics Commission in accordance with the rules and regulations promulgated by that Commission which shall be found in the Town of Southbury Ethics Commission Statement of Procedures. These rules shall require the Complainant to specify the facts that gave rise to his/her claim and the specific provision of this Ordinance that has been breached on a Form provided by the Ethics Commission. The Ethics Commission may, but is not required to consider claims made against individuals formerly in office or formerly employed.

Any allegations and any information learned, supplied to or received from or by the Ethics Commission shall remain confidential until a finding of Probable Cause is determined by the Ethics Commission.

The Ethics Commission is authorized to issue advisory opinions at its discretion.

K. Penalties.

1. In addition to any penalty contained in any other provision of law, any person who violates any of the provisions of this Ordinance may be censured or reprimanded or may be suspended or removed from office or employment, as the case may be, in the manner provided by law.

2. Any violation of this Ordinance shall render any purchase, contract, or transaction or any part thereof affected thereby voidable by the Board of Selectmen.

3. Any violation of this Ordinance with respect to any decision of a board, commission or committee shall be subject to any remedies deemed proper by the Board of Selectmen and permitted by law.

4 The penalties provided above are in addition to any other penalties provided by law to address violations of the provisions of this Ordinance.

L. Concurrent Offices.

1. No official or employee of the Town, full or part-time, shall serve on any board or commission to which the official or employee reports or acts as staff, except as otherwise stated in the Town Charter or Ordinances. Notwithstanding the foregoing, an official or employee may serve on any board, commission or committee in an advisory capacity.

2. Except as otherwise provided in the Charter or by Ordinance, the First Selectman, the Selectmen, the Town Clerk, members of the Board of Finance and members of the Ethics Commission shall hold no other Town office, and the provisions of Section 9-210 of the General Statutes concerning incompatible Town offices shall apply to the officers described therein.

3. Subject to the restrictions set forth in applicable law and in Section L. 2 of this Ordinance, nothing in this Ordinance shall prevent the appointment of the same person to more than one office, provided the offices are not incompatible, provided the duties of the offices to which he is appointed may, in the opinion of the Board of Selectmen, be satisfactorily fulfilled by one person, and provided further that inability to fulfill satisfactorily the duties of all offices to which he is appointed shall be cause for removal from any one or more of said offices.

M. Meetings.

1. Members Attendance. Members of all boards, commissions and committees are expected to attend all meetings of such boards, commissions and committees.

2. Alternates' Attendance. Alternate members of all boards, commissions and committees are expected to attend all meetings of such boards, commissions and committees.

3. Voting. All members or seated alternates of all boards, commissions and committees who have not been disqualified shall vote on all matters upon which a vote is held by such board, commission and committee unless there shall be reasonable cause for abstention and said cause is stated and recorded in the minutes of the meeting.

4. Statement of Reasons. In every case where the action of any board, commission and committee is subject to a right of appeal to another administrative body or to the courts of the State of Connecticut, a statement of the reasons for its action shall be included in the minutes of the meeting.

N. Indemnification Certificate:

The successful bidder must submit satisfactory proof of insurance and a signed Indemnification Certificate.