

**SPECIFICATIONS
AND
BID DOCUMENTS**



**ON-CALL CONSULTING ENGINEERING SERVICES
RFQ 2023-005**

DEPARTMENT OF PUBLIC WORKS

501 MAIN STREET SOUTH

SOUTHBURY, CONNECTICUT

MARCH 9, 2023

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INVITATION TO BID
ON-CALL CONSULTING ENGINEERING SERVICES
RFQ 2023-005

The Town of Southbury is seeking qualified engineering firms or individuals for on-call consulting engineering services. It is the intent of the Town to enter into a contractual agreement with several consultants to provide services on an as-needed basis. The consulting engineering firms shall demonstrate the ability to provide a wide range of engineering services for the Town including, but not limited to: highway and bridge design, writing bid documents and specifications, environmental permitting, landscape architecture, civil engineering, project planning and administration, traffic engineering, construction inspection services, land surveying, grant application preparations, contract administrative services, and cost estimating.

All interested parties shall submit a Statement of Qualifications including a letter of interest, a profile of the firm, number of employees, proposed subcontractors, and resumes of key personnel. The Statement of Qualifications and other submitted materials will be evaluated by a selection committee, followed by an interview of firms deemed as finalists. The criteria for selection will include the following: depth of experience and qualifications, ability to perform the work required, experience of providing engineering services to small/medium sized municipalities, quality of references, knowledge of the Town of Southbury, perceived ability to work with the Town's staff, and the fee schedule.

Sealed proposals must be received at: Southbury Town Hall, Office of the First Selectman, 501 Main Street South, Southbury, CT 06488 by 11:00 am, March 30, 2023. Bidding documents may be obtained at the First Selectman's Office at the above address or electronically on the town's website at www.southbury-ct.org/bids.

RFIs (Requests for Information) concerning the RFQ should be emailed to Matthew Tarnowski, Public Works Project Administrator, at MTarnowski@southbury-ct.gov. RFIs should be received by March 20, 2023. Emails may not be directly responded to. If necessary, an addendum containing RFI responses will be posted to the Town of Southbury's website at the link above by the date specified in the RFQ schedule.

The Town of Southbury reserves the right to waive any defects in the proposals, to reject any and all proposals, or accept any proposal that is in the Town's best interest. The Town of Southbury is an affirmative action, equal opportunity employer.

Jeffrey Manville
First Selectman
March 9, 2023

INFORMATION FOR BIDDERS

1. PROPOSAL. The Town of Southbury is seeking qualified engineering firms or individuals for on-call consulting engineering services. It is the intent of the Town to enter into a contractual agreement with several consultants to provide services on an as-needed basis. The Town intends to seek large multi-discipline firms and small engineering firms for large and small projects respectively.
2. RECEIPT AND OPENING OF BIDS. Separate sealed bids shall be received in the First Selectman's Office, 501 Main Street South, Southbury, Connecticut, 06488, until the time and date stated in the INVITATION TO BID. Proposals received after that time will not be considered. Proposals may be withdrawn 120 days after opening if no award has been made, except upon the mutual consent of the Town and the bidder. All bids shall be submitted in sealed, opaque envelopes clearly labeled with the name of the bidder, his address, and the words "**Bid Documents, RFQ 2023-005 - On-Call Consulting Engineering Services**" so as to guard against opening prior to the time set therefore. Interested firms are required to submit **one original and five (5) paper copies, as well as a copy provided in digital format** (PDF or DOCX, on CD or USB) of the proposal to the First Selectman's Office, no later than the date and time noted above. Bids may be forwarded by mail. If mailed, the sealed opaque envelope containing the proposal, marked as described above, shall be enclosed in another envelope properly addressed for mailing. The Town may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities in or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening thereof.
3. PREPARATION OF PROPOSAL. Each bid must be submitted on the prescribed form and all blank spaces for bid prices must be filled, handwritten in ink or type written, in both words and figures. Bid prices shall include **all labor, materials and equipment necessary to complete the work** in accordance with the bid documents.
4. WITHDRAWAL OF BIDS. Bids may be withdrawn personally or on written or telegraphic request dispatched by the bidder in time for delivery in the normal course of business prior to the time fixed for opening, provided that written confirmation of any telegraphic withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for bid opening. Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after such bid has been opened.
5. FAMILIARITY WITH LAWS, SITE CONDITIONS AND DOCUMENTS. Each bidder is required to be familiar with and to comply with the terms and conditions of the specifications and all other bid documents and with all federal, state and local laws, ordinances or regulations which in any manner relate to the furnishing of the services in accordance with the bid. Each bidder shall thoroughly familiarize himself with all conditions of the bid documents and specifications before preparing his proposal. The submission of a proposal shall be construed as an assurance that such examination has been

made and the failure of the bidder to familiarize himself with conditions relating to the specifications shall not in any way relieve the bidder from any obligation in respect to his bid.

6. **TAX EXEMPTION.** The Town of Southbury is exempt from paying tax and, for that reason; the bid price shall not include any tax on the items specified.
7. **QUALIFICATIONS OF BIDDER.** Bidders must be regular full time Contractors in the type of service specified. The Town may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid should the evidence submitted by, or investigation of, such bidder fail to satisfy the Town that such bidder is properly qualified to carry out the obligations of the bid and to complete the project contemplated therein. Conditional bids will not be accepted.
8. **ERRORS, INTERPRETATIONS, AND ADDENDA.** Should a bidder find any omissions, discrepancies or errors in the specifications or other bid documents or should he be in doubt as to the meaning of the specifications or other bid documents, he should immediately notify the Town who may correct, amend or clarify such documents by a written interpretation or addendum. No oral interpretations shall be made to any bidder and no oral statement of the Town shall be effective to modify any of the provisions of the bid documents.
9. **SUBCONTRACTORS.** The bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this bid must be acceptable to the Town and that approval of the proposed subcontract award cannot be given by the Town unless and until the successful bidder submits all information and evidence requested by the Town regarding the proposed subcontractor. The bidder is hereby advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.
10. **RIGHT OF THE TOWN TO TERMINATE PROJECT.** In the event that any of the provisions of this bid are violated by the Contractor, or by any of his subcontractors, the Town may serve written notice upon the vendor of its intention to terminate the work, such notices to contain the reasons for such intention to terminate the work, and unless within five (5) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the project shall, upon expiration of said five (5) days, cease and terminate. In the event of any such termination, the Town shall immediately serve notice thereof upon the Contractor. In the event of such termination, the Town may take over the work or any portion thereof, and prosecute the same, by contract or any other method, for the account and at the expense of the Contractor, and the Contractor shall be liable to the Town for any excess cost occasioned by the Town as a result of such termination.

11. PAYMENTS. Invoices shall be furnished to the Director of Public Works or his designee for verification and approval of the amount due the Contractor. The Contractor agrees that he will indemnify and save the Town harmless for all claims growing out of the lawful demands of subcontractors, laborers, suppliers and assignee.

12. PRELIMINARY SCHEDULE.

RFQ Release	March 9, 2023
RFI Deadline	March 20, 2023
Addendum Release (if necessary)	March 24, 2023
RFQ Submission Date	March 30, 2023

13. INTERVIEW OF BIDDERS. The Town may invite a short list of responding firms for an interview based upon its review of the written submissions. An interview date for selected firms will be provided at a later date.

14. COMPLIANCE WITH LAWS. The successful bidder shall comply with all applicable laws, regulations, ordinances, OSHA, codes and orders of the United States, the State of Connecticut, and the Town related to its bid and the performance of the work described in the contract.

15. PRE-BID CONFERENCE. Not required.

GENERAL CONDITIONS

1. The Contractor shall employ only honest and responsible employees, skilled in the tasks assigned to them. The Contractor shall be responsible for all conduct of his employees.
2. All work shall be completed in a thoroughly professional and workmanlike manner in strict accordance with the bid documents.
3. The Town of Southbury reserves the right to establish the order of priority for completion of the various portions of the work and to delete any portion of the work upon notification of the Contractor.
4. 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.
5. 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 which declares that the contractor does not discriminate on the basis of race, color, religion, sex, national origin or age, and which specifies goals and 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 on the basis of 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.
6. Before commencing work, the Contractor shall obtain and deliver certificates of insurance to the Director of Public Works or his designee and during the performance of the work, the Contractor shall maintain insurance of the kinds and in at least the amounts specified hereunder in a form satisfactory to the Town; such certificates shall contain a provision that the Town shall be given 30 days advance written notice by registered mail of modification, change, termination, cancellation, or expiration of coverage. Renewal certificates shall be provided at least 60 days prior to expiration of the policy. With each certificate of insurance the Contractor shall provide an endorsement naming the Town of Southbury as an "Additional Insured". Such endorsement shall include the following language: "The Town of Southbury is an additional insured." The cost of such insurance shall be the sole responsibility of the Contractor.
 - a. The Contractor shall maintain the coverage listed below and require each subcontractor employed on the project to be likewise covered.
 - i. 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.

- ii. Automobile Liability in the amount of \$1,000,000 (combined single limit), Property Damage and Bodily Injury coverage.
 - iii. Professional Liability, in an amount not less than \$500,000 per occurrence and \$1,000,000 aggregate. 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.
 - iv. Worker's Compensation as defined in the Connecticut General Statutes.
 - b. All coverage is to be provided on a primary noncontributory basis.
 - c. All insurance shall be provided by a company authorized to do business in the State of Connecticut and having an A.M. Best rating of no less than A-VIII.
 - d. The insurer shall agree to waive all rights of subrogation against the Town of Southbury, its officers, officials, and employees for losses arising from work performed by the Contractor for the Town.
 - e. No insurance required or furnished hereunder shall in any way relieve the Contractor of or diminish any of his responsibilities, obligations and liabilities under the contract.
7. Invoices shall be paid promptly by the Town unless any items thereon are questioned, in which case payment will be withheld pending verification of amount claimed and the validity of the claim. Standard payment terms are net 30 days from receipt of properly executed invoice(s). If the firm submits a proposal that includes payment schedules based on the completion of designated phases, those stages must be clearly outlined in the firm's proposal. The Town cannot make payments for "execution of contract" (payments due upon contract signing).

CODE OF ETHICS/CONFLICT OF INTEREST ORDINANCE

A. DEFINITIONS. The following definitions shall apply to this Ordinance:

- a. Public Official (or Public Office). An elected or appointed official, whether paid or unpaid, full or part-time, of the Town of Southbury. This includes being a member or alternate member of any board, committee, commission or agency that exists in the Town of Southbury government.
- b. Town Employee (or Town Employment). A paid employee, full or part-time, of the Town of Southbury.
- c. Ethics Commission. The Town of Southbury Commission on Ethics as authorized by Section 7-148h of the Connecticut General Statutes.
- d. Conflict of Interest. A conflict of interest shall be deemed to exist if any Public Official or Town Employee has a Direct Interest or an Indirect Interest, in any purchase, contract, transaction, or decision involving his/her office, board, commission, agency or employment.
- e. Direct Interest. An interest of a Public Official or Town Employee or any business, investment, or property in which such Public Official or Town Employee is an owner, member, partner, officer, employee or stockholder or has any other form of participation, that is a Financial Interest or an Adverse Interest in any purchase, contract, transaction or decision involving his or her office, board, committee, commission, agency or employment.
- f. Indirect Interest. An interest of a family member within the fourth degree by blood or marriage or a person engaged in a close business relationship with a Public Official or Town Employee in any purchase, contract, transaction or decision involving the Public Official's or Town Employee's office, board, committee, commission, agency or employment which, if held by the Public Official or Town Employee directly, would meet the definition of a Direct Interest.
- g. Financial Interest. A Financial Interest shall be deemed to exist if a person or entity with a Direct Interest or an Indirect Interest as defined herein might, directly or indirectly, derive pecuniary or financial gain or suffer loss from any Town purchase, contract, transaction, decision or employment.
- h. Adverse Interest. An interest that is adverse to the interests of the Town with respect to the matter under consideration.
- i. Material Conflict of Interest. A conflict of interest shall be deemed to be material where a reasonable person would conclude that a Financial Interest or Adverse Interest:
 - i. Is incompatible, or would to a reasonable person appear to be incompatible, with the proper discharge of official duties; or
 - ii. Would tend to impair, or would to a reasonable person appear to impair, independence of judgment and action in the performance of official duties.

B. DECLARATION OF POLICY.

The proper operation of the government of the Town of Southbury requires that Public Officials and Town Employees 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 Officials and Town Employees not use their positions for personal gain; and that the general public have confidence in the integrity of its government.

This Ordinance sets forth standards of ethical conduct to maintain and enhance responsible and effective public service by our Public Officials and Town Employees in the performance of their duties.

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, committee, commission, agency or employee, or any member of any Town board, committee, commission, or agency, or for challenging a decision, license, permit or other action of a Town Employee, board, committee, commission or agency or member of same by a person who would not, but for the provisions of this Ordinance, have standing to bring such an action.

C. DISCLOSURE OF CONFLICT.

Any Public official or Town Employee 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 Public Official or Town Employee who is a member of any Town board, committee, commission or agency who has a conflict or potential conflict of interest as defined herein, whether or not such conflict or potential conflict is material, shall, in addition to the disclosure required by this Ordinance, disclose the interest causing such conflict to such board, committee, commission, or agency and such disclosure shall be recorded in the board's, committee's, commission's or agency's minutes.

D. DETERMINATION OF MATERIALITY.

In the event that a disclosure or a claim of a conflict of interest with respect to any Public Official or Town Employee has been made to the Ethics Commission, and the Public Official or Town Employee does not disqualify himself/herself from matters with respect to which the conflict of interest allegedly exists, the Ethics Commission shall promptly inquire into the facts of the matter and determine whether or not a conflict exists and if so, whether it is material.

In the event that a disclosure or a claim or a conflict of interest with respect to any Public Official or Town Employee who is a member of a Town board, committee,

commission or agency has been made to such board, committee, commission, or agency and the member does not disqualify himself/herself from matters with respect to which the conflict of interest allegedly exists, the board, committee, commission or agency 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 Public Official or Town Employee 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 Public Official or Town Employee may disqualify himself/herself 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 Public Official or Town Employee has an undisclosed conflict of interest, the Ethics Commission shall record and act upon the claim in accordance with its procedures as outlined in Section J.

G. GIFTS AND FAVORS.

No Public Official or Town Employee 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 \$25.00.

H. REPRESENTATION.

Without the prior written consent of the Ethics Commission, no Public official or Town Employee shall appear for compensation, except on behalf of the town, 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.

Without the prior written consent of the Ethics Commission, no current or former Public Official or Town Employee shall represent anyone other than the Town concerning any particular matter in which he/she participated personally and substantially while in municipal service.

No current or former Public Official or Town Employee 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.

No former Public Official or Town Employee 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 Public Official, Town Employee, board, committee, commission or agency 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, committee, commission, or agency).

Prior to hiring any independent Contractor with a conflict, the Public Official, Town Employee, board, committee, commission or agency 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 acquired 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 who are former Public Officials or Town Employees. 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.

Any person who violates any of the provisions of this Ordinance may be censured or reprimanded or may be suspended or removed from Public Office or Town Employment, as the case may be, in the manner provided by law as recommended by the Ethics Commission with action by the Board of Selectman.

Any violation of this Ordinance shall render any purchase, contract, or transaction or any part thereof affected thereby voidable as recommended by the Ethics Commission with action by the Board of Selectmen.

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

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.

No Town Employee shall serve on any board, committee, commission or agency to which the Town Employee reports or acts as staff, except as otherwise stated in the Town Charter or Ordinances. Notwithstanding the foregoing, a Town Employee may serve on any board, committee, commission or agency in an advisory capacity.

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 Public Office, and the provisions of Section 9-210 of the General Statutes concerning incompatible Town offices shall apply to the officers described therein.

The restrictions set forth in Section L. 1 and Section L. 2 shall not apply to membership on any temporary or advisory only committee, task force, working group, or the like.

Subject to the restrictions set forth in applicable law, or by the Charter or by Ordinance, and in Section L. 2 of this Ordinance, nothing in this Ordinance shall prevent the appointment of the same person to more than one Public Office, provided the offices are not incompatible, provided the duties of the offices to which he/she is appointed may, in the opinion of the Ethics Commission, 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.

Members Attendance. Public Officials who are members of boards, committees, commissions, and agencies are expected to attend all meetings of such boards, committees, commissions and agencies or attend meetings in accordance with the by-laws or other duly adopted rules of the group to which they belong. However, it shall not be deemed to be a violation of this Ordinance if public officials who are members of boards, committees, commissions, and agencies comply with the standards set forth in Section 512 of the Town Charter. For the purposes of this Ordinance only, the attendance standards set forth in Section 512 shall apply to both elected and appointed members of boards, committees, commissions and agencies.

Alternates' Attendance. Public Officials who are alternate members of boards, committees, commissions and agencies are expected to attend all meetings of such boards,

committees, commissions and agencies, or attend meetings in accordance with the by-laws or other duly adopted rules of the group to which they belong. However, it shall not be deemed to be a violation of this Ordinance if Public Officials who are alternate members of boards, committees, commissions and agencies comply with the standards set forth in Section 512 of the Town Charter. For the purposes of this Ordinance only, the attendance standards set forth in Section 512 shall apply to both elected and appointed alternate members of boards, committees, commissions and agencies.

Voting. All Public Official members or seated alternate members of boards, committees, commissions and agencies who are qualified to vote, shall vote on all matters upon which a vote is held by such board, committee, commission or agency unless there shall be reasonable cause for abstention and said cause is stated and recorded in the minutes of the meeting.

Statement of Reasons. In every case where the action of any board, committee, commission or agency 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.

SPECIFICATIONS, SUBMISSIONS, AND EVALUATION

1. **SCOPE OF SERVICES.** The consulting engineering firms shall demonstrate the ability to provide a wide range of engineering services for the Town including, but not limited to: highway and bridge design, writing bid documents and specifications, environmental permitting, landscape architecture, civil engineering, structural evaluation or engineering, project planning and administration, traffic engineering, construction inspection services, land surveying, grant application preparations, contract administrative services, and cost estimating. Services provided under the on call agreement will commence from the time of award through December 31, 2025.
2. **RESOURCES AVAILABLE.** The Town will make available to the awarded firm (if available):
 - a. Location of utilities and other civil engineering information available through Public Works
 - b. Construction documents for relevant structures
 - c. GIS and Land Use information from the Land Use office
3. **DIRECTIONS FOR WRITTEN SUBMISSION.** Submittals shall consist of the following:
 - a. A letter of interest signed by the appropriate officer of the firm offering the proposal and certifying that the proposal and any cost projections included will remain in effect for up to three years.
 - b. A vendor overview that includes the following:
 - i. The name and location of the firm, including the office location that will be serving the Town.
 - ii. A brief general description of the firm.
 - iii. The number of years the firm has been in business.
 - iv. Is the firm a subsidiary of another company? If so, what is the name of the parent company?
 - v. The number of personnel employed by the firm (please include the number of staff dedicated to providing requested services).
 - vi. A list of personnel who will be assigned to the project, including resumes for professionals expected to provide at least 20% of the person hours on the project. Support staff contracted by the firm for this project should additionally be included for review and consideration.
 - vii. Details of any subcontractors that may be used in the course of the project.
 - c. At least 3 client references that include the following:
 - i. Client name and location
 - ii. Starting date of service and completion date
 - iii. Contact name, title, email, and telephone number

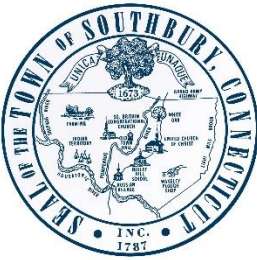
- iv. Specific details on project(s) that the firm assisted the clients with, the firm's role in the project(s), and the relevance of the project(s) to the Town of Southbury's needs and scope of needs
 - v. The references must be relevant to service in the last forty-eight (48) months
- d. A complete, standard Qualification Form 330 (recommended, but not required).
 - e. A fee schedule for the services and individuals, by title, who will provide them, submitted in a sealed envelope separate from but included with the proposal. All other fees such as mileage or overhead must also be provided. Please note that evaluation and subsequent award of a resultant contract is primarily based on qualifications and not based on fee schedule; however, the cost for the firm's services is one of the criteria for selection outlined in this document. If the firm is selected for an interview, and as a result of the interview certain clarifications and adjustments need to be made to the fee schedule submitted, the firm will be allowed to adjust the fee schedule submitted, if so directed by the Town.
4. **EVALUATION CRITERIA.** Selection of firms will be the responsibility of a committee consisting of Town-designated representatives. The evaluation will be based upon the written submittals and selected presentations and interviews. The factors to be evaluated include the following:
- a. The specialized experience of the individuals or firms and their assigned personnel.
 - b. The firm's understanding of an approach to the project.
 - c. The firm's ability to effectively communicate report results both in printed format and in public meetings and public hearing processes.
 - d. The firm's ability to accurately represent costs relative to similar projects and assisting the town in forecasting the project's budget.
 - e. The content of the firm and its consultants, support staff, etc. and their ability to work effectively together and with the Town.
 - f. Clarity, organization, and effective presentation of submittal.
 - g. Review of references listed.
 - h. Proposed fee schedule or fee schedule methodology.

The Town may invite a short list of responding firms for an interview based on its review of the written submissions.

5. **AWARD CONSIDERATIONS.** The Town may reject any or all proposals or submittals for such reason as it may deem proper. In acceptance of proposals or submittals, the Town will be guided by consideration of the interests of the Town. The Town also reserves the right to negotiate further with one or more of the firms as to any features of their proposals or submittals and to accept modifications of the work and price when such action will be in the best interests of the Town. Firms selected for interview will be provided with the content of the interview panel; the selected firms will be required to submit affidavits relating to their relationship(s) with members of the panel. The names of interview committee members will be released solely for the purpose of preparation of affidavits; the

selected firms shall not directly contact the panel members prior to or immediately following the interview process. The individual signing this submittal hereby declares that no person or persons other than members of his/her own organization are interested in this Project or in the contract proposed to be taken; that it is made without any connection with any other person or persons making a proposal for the same work and is in all respects fair and without collusion or fraud; that no person acting for or employed by the Town of Southbury is directly or indirectly interested therein, or in the supplies or works to which it relates or will receive any part of the profit or any commission there from in any manner which is unethical or contrary to the best interests of the Town of Southbury. Unless otherwise noted within a proposal, proposals received in response to this document, including proposed fee schedules, are assumed to be valid and binding for 120 days from receipt of the proposal. If award is not made within such time, the proposal can be deemed to be either no longer valid, or can be extended with mutual consent of the Town and the firm submitting the proposal. Documents/reports/data become property of the Town of Southbury.

BID PROPOSAL



TO: Mr. Jeffrey Manville
First Selectman
501 Main Street South
Southbury, Connecticut 06488

In accordance with the Town's requirements, the undersigned agrees to provide services as defined herein. The undersigned is familiar with the conditions surrounding this Request for Qualifications, is aware that the Town reserves the right to reject any and all proposals, and is making submission without collusion with any other person, individual or corporate.

Signature _____

Printed Name _____

Title _____

Company Name _____

Address _____

Town/State/ZIP _____

Federal Employer ID# _____

Telephone Number _____

Email Address _____

Fax Number _____

Date _____

EXCEPTIONS: All bidders must list below any and all exceptions to the attached specifications:

RECEIPT OF ADDENDA

ADDENDUM #

SIGNATURE

DATE

1 _____

2 _____

3 _____

The bidder certifies that his bid is made independently without collusion, agreement, understanding or planned course of action with any other bidder and that the contents of his bid have not been disclosed to anyone other than his employees, agents or sureties prior to the official bid opening.

The Bidder, by submittal of this bid, agrees with the Town that the amount of bid security deposited with this bid (if required) fairly and reasonably represents the amount of damages the Town will suffer due to the failure of the Bidder to fulfill his agreements as above provided.

Legal Company Name _____

Signature of Authorized Representative _____

Title of Authorized Representative _____

Business Address _____

City, State and Zip Code _____

Telephone Number _____

Email _____

Date _____

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

INDEMNIFICATION CERTIFICATE

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Town of Southbury, and agents and employees of said Town from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss or use resulting therefrom, but only to the extent caused in whole or in part by acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to the Town of Southbury. In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers' or workmen's compensation acts, disability benefits acts or other employee benefits acts.

Contractor _____

Signature of Authorized Representative _____

Title of Authorized Representative _____

Business Address _____

Date _____

**NOTICE TO CONTRACTORS — CODE OF ETHICS/CONFLICT OF INTEREST
ORDINANCE**

The Town of Southbury has amended its Code of Ethics/Conflict of Interest Ordinance to become effective on February 28, 2017 and is included in this package. 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.

ORDINANCE RECEIVED BY

Print Name _____

Signature _____

Date _____

PROPOSAL CHECKLIST

It is suggested that you review and ensure each action below is completed and included with the firm's proposal as necessary.

1. The proposal includes the following:
 - a. A letter of interest
 - b. A vendor overview
 - c. At least 3 client references
 - d. A complete, standard Qualification Form 330 (recommended, but not required)
 - e. A fee schedule
2. The proposal has been reviewed and signed by a duly authorized representative of the company.
3. The fee schedule offered has been reviewed and verified, and included in a separate sealed envelope within the proposal package.
4. Standard payment terms are net 30 days. Net terms for periods less than 30 days may result in proposal rejection. (You may offer cash discounts for prompt payment).
5. Any technical or descriptive literature, drawings, or proposal samples that are required have been included with the proposal.
6. Any addenda to this document have been acknowledged and included.
7. The envelope has been addressed as follows:

Bid Documents, RFQ 2023-005 - On-Call Consulting Engineering Services
Town of Southbury, Office of the First Selectman
501 Main Street South
Southbury, CT 06488
8. One original and five copies of the proposal are submitted, along with a digital copy.
9. The proposal is mailed or hand-delivered in time to be received no later than the designated opening date and time. Late responses are not accepted under any circumstances. Faxed responses are not accepted. Please allow enough time if mailing the firm's proposal.