

**TOWN OF GUILFORD
REQUEST FOR QUALIFICATIONS
RFQ # 1-1920
ENGINEERING SERVICES FOR FALCON ROAD SEAWALL & CHIMNEY
CORNERS CIRCLE & PROSPECT AVE COASTAL RESILIENCE**

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I.

**LEGAL NOTICE
TOWN OF GUILFORD
REQUEST FOR QUALIFICATIONS
RFQ #1-1920
ENGINEERING SERVICES FOR FALCON ROAD SEAWALL &
CHIMNEY CORNERS CIRCLE & PROSPECT AVENUE COASTAL RESILIENCE**

The Town of Guilford is seeking to engage an experienced consulting firm to provide coastal engineering services for a feasibility study and possible future design and regulatory permitting of a project to stabilize and protect the shoreline exposure of Falcon Road and provide coastal resilience to Chimney Corners Circle and Prospect Avenue. Respondents are required to submit three copies and one flash drive of a sealed Statement of Qualifications by no later than **Wednesday September 11, 2019, at 2:00 p.m.** at the Office of the First Selectman, second floor of Town Hall, 31 Park Street, Guilford, CT 06437. Sealed Statements of Qualifications should be labeled with RFQ number and title. Statements of Qualifications received after that date and time will be rejected.

RFQ specifications may be obtained at the Office of the First Selectman or may be accessed from the Town's website at www.ci.guilford.ct.us and the Connecticut Department of Administrative Services procurement website. Questions regarding this RFQ should be directed, in writing only to Janice Plaziak, Town Engineer, with a copy to the Purchasing Department at millmanp@ci.guilford.ct.us and ahernv@ci.guilford.ct.us.

The Town of Guilford reserves the right to reject any or all Statements of Qualifications, or waive defects in same, if it deems such to be in the best interest of the Town of Guilford. The Town of Guilford is an affirmative action, equal opportunity employer.

Matthew T. Hoey, III
First Selectman

Publish one time only in the New Haven Register under LEGAL NOTICES on **Monday, August 26, 2019.**

II. SCOPE OF WORK

FALCON ROAD

Falcon Road in the vicinity of 103 Falcon Road has a coastal section with an old stone seawall approximately 330 linear feet long that has experienced storm damage several times over the past few years. Recent repairs were completed in June by the Town's Department of Public Works working under a COP from CTDEEP. The Town would like to have an engineering study done to determine the feasibility of better protecting the road for the future. The selected consultant may be hired for design and permitting services if the project moves beyond the feasibility stage. This section of road is in a fill section of Bloody Cove in Sachems Head with a sandy beach to the south, an association parking lot and tennis courts along with a saltwater pond to the north. The site is in a VE13 floodplain with a VE17 floodplain just to the west. The lowest elevation of the road in this section is approximately 6.5'. See Attachment C on Page 4 for a GIS location map.

CHIMNEY CORNERS CIRCLE AND PROSPECT AVENUE

The low-lying sections of Chimney Corners Circle and Prospect Avenue experience coastal flooding on a regular basis due to the extremely low elevations of the road and surrounding properties. The section of road to be protected from frequent flooding is in the AE12 floodplain. The lowest elevation of the road is approximately 4'. Residents find themselves unable to access their homes or leave in frequent flooding events. Reducing the frequency of this flooding is a short term goal for the area by possibly building berms and controlling the tidal influence to the storm drainage system with tide gate structures or some other feasible project. See Attachment D on Page 5 for GIS location map.

ATTACHMENT C



ATTACHMENT D



III. TIMELINE OF THE RFQ PROCESS

The following timeline has been tentatively established:

Statements of Qualifications Due	September 11, 2019, 2:00 p.m.
Notification of RFP & possible Interviews	Mid September, 2019
RFP Responses Due	Late September, 2019
Possible Interviews of Selected Firms	Late September, 2019
Selection/Recommendation of Firm	Early October, 2019

All inquiries relative to the conditions and specifications listed herein as well as clarification of any information contained or referenced in this RFQ must be made to Janice Plaziak, Town Engineer in writing, or by email at plaziakj@ci.guilford.ct.us with a copy to the Purchasing Department at millmanp@ci.guilford.ct.us and ahernv@ci.guilford.ct.us on or before **September 5, 2019, noon**. Addenda will be issued and posted on Town website and State DAS website. Websites should be monitored by respondents. No phone calls will be accepted.

IV. SUBMISSION OF QUALIFICATION STATEMENTS

1. Company Information. Provide a brief summary of its company, including the following information:

- Name of company and parent company, if any;
- Any prior name(s) by which the company was known and the years during which such name(s) was used;
- Name(s) of any subsidiary or other company owned or controlled by the company;
- Names, titles, reporting relationships, and background and experience of the principal members of the company, including officers. Indicate which individuals are authorized to bind the company in negotiations with the Town of Guilford;
- Identify company's primary areas of service;
- Address of principal office and office from which the Project will be managed;
- Name, address, telephone number and email address of the principal contact person to receive notifications and to reply to inquiries from the Purchasing Department;
- Legal form of ownership. If a corporation, where incorporated; and if a limited liability company or partnership, where formed. Include statement that the entity is legally authorized to do business in CT; and
- Evidence of any required licenses to conduct business, including any relevant professional licenses.

2. Relevant Experience and References. Provide descriptions of three (3) similar projects for which the company has provided similar services along with references and contact name(s) and information. The description of each project should include pertinent information such as the project type, size, and scope of work performed and any pertinent features, as well as Owner contact information for each such project.

3. Sub consultants/Subcontractors. Provide details on any services that will not be provided in-house. If consultants are to be proposed for use in response to this RFQ, please provide names of any and all consultants; named consultants may not be changed without prior notice and approval of the substitution by the Town. Provide details on any prior work with the named consultant(s).

4. Experience of Key Personnel. Provide a list of the key personnel to be assigned to the Project (including consultants, if applicable), a brief description of the work they will perform and their experience on past projects.

5. Work Plan Process, Approach and Timetable. Provide a description of a proposed work plan for these projects including a proposed methodology, process, and approach to the Scope of Work and a proposed sequence and timetable of the proposed work plan.

6. Default and Litigation. Have you ever failed to complete any work awarded to you? Have you ever been declared to be in default on a contract? If so, when, by whom, where and why? Describe any pending litigation or arbitration proceedings in which your firm may be involved, including the nature and amount of any claims against you, the status of the proceeding and if concluded, the outcome.

7. Affidavits. Include affidavits required in Article VIII and IX with qualification statement submittal.

V. METHOD OF SELECTION/CRITERIA FOR AWARD

A. Criteria. The Respondents will be evaluated on its qualifications by a selection committee selected by Town Engineer using the following criteria:

- The content and quality of the response and its responsiveness to the terms, conditions and instructions in the RFQ.
- The ability and capacity of the Respondent to provide the services. Respondent should have extensive experience in successful regulatory permitting with respect to coastal infrastructure, and the design of such infrastructure should be in the context of being environmentally conscious with regard to marine and upland impacts as well as future sea level rise impacts.
- Compliance and experience with FEMA funding and State DEMHS requirements.
- The character, integrity, reputation and experience of the Respondent/principals assigned to the project.
- The quality and satisfaction of any previous services performed for the Town
- The financial resources available to provide the insurance and bond requirements
- The fee proposal obtained after the RFQ stage.

B. Method of Selection.

1. **Review of Qualifications/Short List.** The selection committee will review and evaluate the statements of qualifications received from the Respondents. Based upon such review, a short list will be developed by the selection committee.

2. **Issue RFP/Schedule Interview.** The Purchasing Department will issue Requests for Proposals (RFP) to the short list of firms and at the selection committee's option, schedule interviews with the short listed firms to be conducted by the committee. RFPs to be received and opened by the committee pursuant to the requirements of the RFP.
3. **Recommendation to BOS.** Based on the results of the review of the statements of qualifications, fee proposals, interviews, if conducted and other provided supplemental information, the selection committee will select a firm to recommend to the Board of Selectmen (BOS). The selection committee will present their decision to the BOS and if acceptable, the BOS will vote to award, subject to final contract negotiations by the BOS designated representative in conformance with the Town of Guilford's contract requirements, subject to final review by the Town Attorney.

VI. GENERAL TERMS AND CONDITIONS

A. All Respondents will be deemed to have accepted the terms and conditions of this RFQ, including the following:

1. **Acceptance or Rejection by the Town of Guilford.** The Town of Guilford reserves the right to accept and/or reject any or all qualification statements submitted for consideration to serve the best interests of the Town of Guilford.
2. **Ownership of Documents.** All qualification statements submitted in response to this RFQ are to be the sole property of the Town of Guilford and subject to the provisions of Section 1-200 of the Connecticut General Statutes (re: Freedom of Information).
3. **Ownership of Subsequent Products.** Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFQ is to be the sole property of the Town of Guilford unless stated otherwise in the RFQ or contract.
4. **Timing and Sequence.** Timing and sequence of events resulting from this RFQ will ultimately be determined by the Town of Guilford.
5. **Oral Agreements.** The Town of Guilford will not be responsible for any alleged oral agreement or arrangement made by a Respondent with any agency or employee.
6. **Amending or Canceling Requests.** The Town of Guilford reserves the right to amend or cancel this RFQ prior to the due date and time, if it is in the best interest of the Town of Guilford to do so.
7. **Rejection for Default or Misrepresentation.** The Town of Guilford reserves the right to reject the proposal of any Respondent that is in default of any prior contract or for misrepresentation.
8. **Town's Clerical Errors in Awards.** The Town of Guilford reserves the right to correct inaccurate awards resulting from its clerical error.
9. **Rejection of Qualification Statements.** Qualification statements are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFQ.

10. Changes to Qualification Statements. No additions or changes to the original qualification statement will be allowed after submittal.

11. Contract Requirements. A formal agreement will be entered into with the selected Respondent, as previously described. The contents of the proposal submitted by the successful Respondent and the RFQ will become part of any contract award.

12. Rights reserved to the Town of Guilford. The Town of Guilford reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interests of the Town of Guilford will be served.

13. Withdrawal of Qualification Statements. Negligence on the part of the Respondent in preparing the qualification statement confers no right of withdrawal after the time fixed for the acceptance of the qualification statement.

14. Assigning, Transferring of Agreement. The successful Respondent is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, its rights, title or interest therein or its power to execute such agreement by any other person, company, or corporation without the prior consent and approval in writing by the Town of Guilford.

15. Cost of Preparing Qualification/Proposal Statements. The Town of Guilford shall not be responsible for any expenses incurred by the organization in preparing and submitting a qualification statement. All qualification statements shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

VII. INSURANCE REQUIREMENTS

A. General Requirements.

The awarded Respondent shall be responsible for maintaining insurance coverage in force for the duration of the contract of the kinds and amounts listed below, with an insurance company with an AM Best Rating of A-,VIII or better licensed to write such insurance in the State of Connecticut and acceptable to the Town of Guilford.

The insurer shall provide the Town of Guilford with Certificates of Insurance, on a form acceptable to the Town, signed by an authorized representative of the insurance company prior to the commencement of performance of this contract describing the coverage and providing that the insurer shall give the Town of Guilford written notice of at least thirty (30) days in advance of any termination, expiration, or any and all changes in coverage.

Such insurance or renewals or replacements thereof shall remain in force during the Respondent's responsibility under this contract.

The Respondent, at the Respondent's own cost and expense, shall procure and maintain all insurances required and shall include the Town of Guilford as Additional Insured's on all such insurance, except Workers' Compensation coverage. The Certificate of Insurance shall evidence all required insurances, including Additional Insured and Waivers of Subrogation. The Respondent shall also provide its policy endorsement indicating the Town of Guilford's status as additional insured.

In order to facilitate this requirement for insurance, it is recommended that the Respondent forward a copy of these requirements to the Respondent's insurance representative(s).

B. Specific Requirements.

1. Workers' Compensation Insurance. The awarded Respondent shall carry workers' compensation insurance in accordance with the requirements of the laws of the State of Connecticut, and employer's liability limits of Five Hundred Thousand Dollars (\$500,000.00) coverage for each accident, Five Hundred Thousand Dollars (\$500,000.00) coverage for each employee by disease, Five Hundred Thousand (\$500,000.00) policy limit coverage for disease.

2. Commercial General Liability. With respect to all operations which awarded respondent performs, it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000.00) coverage per occurrence for each site or project for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. Each annual aggregate limit shall not be less than Two Million Dollars (\$2,000,000.00). The limit may be provided through a combination of primary and umbrella/excess liability policies acceptable to The Town of Guilford. Blanket Contractual Liability for liability assumed under this Agreement and all other Contracts relative to the Project.

3. Automobile Liability. With respect to each owned, non-owned, or hired vehicles, the awarded Respondent shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000.00).

4. Excess Liability Coverage. With respect to the coverage provided by the awarded Respondent for this Project, excess liability insurance will be provided in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and annual aggregate basis.

5. Aggregate Limits. Any aggregate limits must be declared to and be approved by Town of Guilford. It is agreed that the awarded Respondent shall notify the Town of Guilford whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Respondent agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by Respondent.

6. Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the Town of Guilford. All deductibles or self-insured retentions are the sole responsibility of the awarded Respondent to pay and/or to indemnify.

The parties agree that the amounts of insurance under this Agreement do not, in any way, limit the Respondent's liability to the Town of Guilford by virtue of this promise to indemnify and hold the Town of Guilford harmless so that in the event of any settlement of a claim or a judgment in an amount in excess of the amount of insurance coverage carried by the awarded Respondent, the Respondent shall be liable to the Town of Guilford for the difference, plus all fees and expenses incurred in collecting same, all at the Respondent's sole cost.

7. Errors and Omissions Insurance. The awarded Respondent shall provide and maintain Errors and Omissions Insurance with minimum limits of \$2,000,000 per occurrence/annual aggregate. The policy shall not have a deductible greater than \$50,000.00. Coverage shall be maintained in effect continuously for a period of at least six (6) years from the date of Final Payment by Owner to Respondent.

VIII. NON-COLLUSIVE/NON-CONFLICT AFFIDAVIT OF RESPONDENTS

FOR: RFQ #1-1920

Engineering Services for Falcon Road Seawall and Chimney Corners Circle & Prospect Ave. Coastal Resilience

The undersigned Respondent, having fully informed his/herself regarding the accuracy of the statements made herein certifies that:

1. The statement of qualifications has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other respondent designed to limit independent responses or competition;
2. if the undersigned is one of the final firms selected to submit a written proposal, the contents of such proposal will not be communicated by the Respondent and its employees or agents to any person not an employee or agent of the Respondent prior to submission to the Town;
3. no Selectman, selection committee member or other employee or person whose salary is payable in whole or in part from the Town of Guilford or Board of Education, nor any immediate family member thereof, is directly or indirectly interested in the Proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any profits thereof; and
4. he/she has read the Guilford Code of Ethics, set forth in Chapter 31 of the Code of the Town of Guilford, which is available on the Town website, and he/she agrees on behalf of his/herself and on behalf of her/his company to not violate the Code.

The undersigned further certifies that this statement is executed for the purpose of inducing the Town of Guilford to consider the statement of qualifications submitted herein.

Legal Name of Respondent: _____

Business Name: _____

Business Address: _____

Signature and Title of Person

NOTARY:
State of Connecticut

County of _____

Subscribed and sworn before me this _____ day of _____, 20_____.

Notary Public

My Commission Expires _____

IX. EEO/AFFIRMATIVE ACTION AFFIDAVIT

FOR: RFQ #1-1920

Engineering Services for Falcon Road Seawall and Chimney Corners Circle & Prospect Ave. Coastal Resilience

Concerning Equal Employment Opportunities and/or Affirmative Action Policy

I/we the respondent, certify to the TOWN OF GUILFORD that:

1. I/we are in compliance with the equal opportunity clause as set forth in Connecticut state law (Executive Order No. Three, <http://www.cslib.org/exeorder3.htm>).
2. I/we do not maintain segregated facilities.
3. I/we have filed all required employer's information reports.
4. I/we have developed and maintain written affirmative action programs.
5. I/we list job openings with federal and state employment services.
6. I/we attempt to employ and advance in employment qualified handicapped individuals.
7. I/we are in compliance with the Americans with Disabilities Act.
8. I/we (check one)

_____ have an Affirmative Action Program, or
_____ employ 10 people or fewer

Legal Name of Respondent: _____

Business Name: _____

Business Address: _____

Signature and Title of Person

NOTARY:

State of Connecticut

County of _____

Subscribed and sworn before me this _____ day of _____, 20_____.

My Commission Expires _____

Notary Public