

TOWN OF GUILFORD
REQUEST FOR QUALIFICATIONS AND PROPOSALS
RFQ/RFP #4-1718
ON-CALL ARCHITECTURAL AND ENGINEERING SERVICES

TABLE OF CONTENTS

I. LEGAL NOTICE

II. GENERAL SPECIFICATIONS

III. SUBMISSION OF QUALIFICATION STATEMENT/FEE PROPOSALS

IV. CRITERIA FOR AWARD/METHOD OF SELECTION

V. TIMELINE OF THE RFQ PROCESS

VI. GENERAL TERMS AND CONDITIONS

VII. AFFIDAVITS

VIII. FEE PROPOSAL FORM

I.

**LEGAL NOTICE
TOWN OF GUILFORD
REQUEST FOR QUALIFICATIONS AND PROPOSALS
RFQ/RFP #4-1718
ON-CALL ARCHITECTURAL AND ENGINEERING SERVICES**

The Town of Guilford, acting through its Standing Building Committee, is seeking statement of qualifications and proposals from qualified Architectural and Engineering firms to perform “on-call” as-needed, professional architectural and/or engineering services. Respondents are required to submit one original, one copy, and one electronic copy of their proposal and qualification statements in sealed envelopes no later than Thursday May 31, 2018 at 2:00 p.m. in the Office of the First Selectman, Second Floor, 31 Park Street, Guilford, Connecticut 06437. Late submittals will be rejected. Respondents should submit the fee proposal in a separate sealed envelope. All submittals should be labeled with RFQ/RFP number and RFQ/RFP title.

Project specifications may be obtained at the Office of the First Selectman or may be accessed on the Town of Guilford’s website at www.ci.guilford.ct.us and the Department of Administrative Services procurement website. Any questions regarding the specifications may be directed, in writing only, to Cliff Gurnham, Director of Operations for Guilford Public Schools at gurnhamc@guilfordschools.org, with a copy to the Purchasing Department at millmanp@ci.guilford.ct.us.

Each respondent shall honor their proposal for (90) business days from the date of proposal opening, without modification. Upon award of the RFQ/RFP, the winning respondent shall be bound by the proposal price throughout the contract period

The Town of Guilford reserves the right to reject any or all proposals, 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 May 14, 2018.

II. GENERAL SPECIFICATIONS

PROJECT DESCRIPTION

The Town of Guilford (Town), acting through its Standing Building Committee (SBC), is soliciting proposals from qualified Architectural and Engineering firms for the purpose of selecting qualified firms to provide “on-call” as-needed, professional architectural and/or engineering services. The Town will accept either individual firm submittals or team submittals from two or more firms. The Town intends to select a list of consultants to complete various “on-call” work, which will be distributed among the selected firms or teams at the discretion of the Town.

SCOPE

1. The selected consultant(s) and/or consultant teams shall provide comprehensive architectural and/or engineering services including, but not limited to, repair, modification, and new construction building design, HVAC, plumbing, utilities, site, civil, structural, and geotechnical, for the preparation and support of complete construction drawings, specifications, estimates, contract administration, project inspection, and planning services or studies, as required (building inspection, code compliance review/advice, feasibility studies). The selected consultants(s) shall be familiar with local, state, and federal building requirements.
2. The objective is, at the conclusion of the selection process, to obtain a pool of consultants, pre-qualified by the Town, from which architectural services similar to and including those listed above, may be ordered.
3. The selected consultant(s) and/or consultant teams shall assist in the bidding of all projects designed pursuant to the “on-call” services contract. All such bidding shall be in accordance with state and local requirements. The selected consultant(s) and/or consultant teams shall attend mandatory site visits, prepare addendums in response to requests for information, review all RFQ/RFP, and recommend selection to the Town.
4. The selected consultant(s) and/or consultant teams shall provide monthly Status Reports to the Town. Said Status Reports will outline the activities completed and variance(s) from planned activities for the previous month and planned activities for the upcoming month.
5. The selected consultant(s) and/or consultant teams shall provide advanced notice to utility companies to ensure conformance with the project schedules. Advanced notice to utility companies must be made in writing.

6. For all projects designed pursuant to the “on-call” services contract, the selected consultant(s) and/or consultant teams shall hold pre-construction meetings prior to the start of construction.
7. During construction, the selected consultant(s) and/or consultant teams shall also monitor and track financial activities. The selected consultant(s) and/or consultant teams shall review applications for payments received from the subject project’s general contractor and certify amounts for payment that accurately reflect the amounts due and owing the general contractor and sufficiently protects the Town’s interests.
8. The selected consultant(s) and/or consultant teams shall keep proper records of all projects designed pursuant to this ‘on-call’ services contract, including, but not limited to, copies of all project correspondence, submittals, shop drawings, schedules, plans, specifications, addenda, change orders, construction change directives, contracts, as-builts and/or record drawings, and any pertinent data regarding the contract. All such project records shall be submitted to the Town after the completion of the project and shall become property of the Town.
9. The selected consultant(s) must have sufficient staff to handle several projects simultaneously and promptly complete assigned tasks. Work must begin on assigned tasks within ten (10) days of notification from the Town.
10. A letter of Amendment will be executed for each project. Said Amendment shall include an approximate project cost based upon the rate schedule submitted with the Respondent’s proposal. The selected consultant(s) and/or consultant teams will not proceed until notification has been received from the Purchasing Department and an authorization purchase order issued. Prior to purchase order issuance, but after the letter of Amendment is agreed upon by the designated representative, approval of the Board of Selectman and/or Board of Education may be required. The funding approval must occur prior to the work commencing on any assigned project.
11. The selected consultant(s) and/or consultant teams must also have the capability to provide the Town with expertise in performing other functions, such as, but not limited to, the preparation of permit applications, liaison functions and clerical assistance, architectural and engineering reports, planning studies, design, construction inspection, construction management, testing and survey. It is understood that the selected consultant(s) and/or consultant teams will be required to complete all direct or indirect responsibilities associated with the assigned task so that the intent and desired goal of the Town will be achieved.
12. The maximum value of any individual assignment will not exceed **Fifty Thousand Dollars (\$50,000)**. The Town will have sole discretion as to which projects, if any, will be assigned to the selected consultant(s) and/or consultant teams or which projects the Town decides to advertise via competitive request for qualifications and/or proposals. The selected consultant(s) and/or consultant teams will be afforded

the opportunity to submit proposals on any advertised request for qualifications and/or proposals.

13. The term of the contract shall be for two (2) years, with two successive one-year renewal periods upon same terms and conditions, at Town's sole option.

III. SUBMISSION OF QUALIFICATION STATEMENTS /FEE PROPOSALS

Proposals submitted in response to this Request for Qualifications and Proposals shall include the following:

A. Letter of interest:

B. Qualification Statement:

- 1) Name of company and parent company, if any. Description of the firm and all proposed subcontractors.
- 2) Address of principal office and office from which Projects will be managed
- 3) Name, address, telephone number and email address of the principal contact person to receive notifications and to reply to inquiries from the Purchasing Department.
- 4) Legal form of ownership. If a corporation, where incorporated.
- 5) Litigation - Describe any litigation, including arbitration proceedings (past and present), involving your firm.
- 6) Default - Have you ever failed to complete any work awarded to you? Have you ever defaulted on a contract or been notified of a default by your client? If so, where and why?
- 7) Short description of recent projects that demonstrate successful performance of projects with equal complexity.
- 8) Include three (3) references, with a contact name and phone number that the Town may contact. It is preferred that references include those clients for whom the respondent has provided services similar in nature, quality, and quality to those requested in this RFQ/RFP.

C. Affidavits:

Non-Collusion Non-Conflict Affidavit and EEO/Affirmative Action Affidavit (attached)

D. Fee Proposals:

In a separate sealed envelope, Respondents are required to submit a fee proposal. Any additional reimbursable costs associated with the performance of these services must be clearly delineated in the fee proposal submitted.

IV. CRITERIA FOR AWARD/METHOD OF SELECTION

1. Previous experience with projects of equal complexity.
2. References.
3. Experience of senior management and support staff for the project.
4. Ability of the firm to perform the work within the required timeframe.
5. Cost based on Fee Proposal.

On behalf of the Town the Standing Building Committee (SBC) and the will evaluate the respondents based on the above criteria. At the SBC's option, the SBC may evaluate the qualification submittals first and then open and assess the sealed fee proposals. Further, the SBC may decide to interview a short list or all of the Respondents before making its final recommendation to the Board of Selectmen (BOS). The SBC's recommendation for the most responsive responsible respondent shall be presented to the BOS for approval and for final negotiations by BOS designated representatives to finalize the contract(s) in conformance with the Town's requirements and subject to Town approvals and review by the Town attorney. The contract will not be deemed to be awarded until a written contract, in a form acceptable to the Town, has been fully executed by both parties.

The award of the contract(s) for will be made, if at all, to the Respondent(s) whose evaluation by the SBC results in the SBC determining (and recommending to BOS) that such award to such Respondents is in the best interests of the Town. The Town reserves the right to reject any or all of the responses, or parts thereof, and/or to waive any informality in any of the responses if such rejection or waiver is deemed in the best interest of the Town. Neither the SBC or the Town, nor any of their respective officers, directors, employees or authorized agents, as applicable, shall be liable for any claims or damages resulting from the evaluation, selection, non-selection or rejection of any proposal submitted in response to this Request for Qualifications and Proposals.

V. TENTATIVE TIMELINE OF THE RFQ/RFP PROCESS

RFQ and separate fee proposal envelopes due: **Thursday May 31, 2018 by 2:00 p.m.**

SBC/Department Head review and optional interviews of firms: **Early June 2018**

BOS award and notice to all respondents: **Late June 2018**
(Subject to successful contract negotiation)

QUESTIONS AND ADDENDA

All questions relative to the specifications shall be made in writing to the Cliff Gurnham, Director of Operations (Schools) at gurnhamc@guilfordschools.org with a copy to Town Purchasing Department at millmanp@ci.guilford.ct.us on or before **Friday May 25, 2018** at noon.

Answers to these questions will be addressed in an addendum which will be issued by the Town and posted on the Town website as well as the State Department of Administrative Services procurement website. It shall be the responsibility of the bidder to download each addendum. The Town has no obligation to mail addenda to prospective bidders.

VI. GENERAL TERMS AND CONDITIONS

- A. TERMS AND CONDITIONS** A prospective Respondent must be willing to adhere to the terms and conditions of this request, including the following:
1. Ownership of Documents – All qualification statements submitted in response to this Request for Qualifications and Proposals (RFQ) are to be the sole property of the Town and subject to the provisions of Section 1-200 et seq. of the Connecticut General Statutes (re: Freedom of Information).
 2. 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 unless stated otherwise in the RFQ or contract.
 3. Timing and Sequence – Timing and sequence of events resulting from this RFQ will ultimately be determined by the Town and the SBC.
 4. Oral Agreements – The SBC and the Town will not be responsible for any alleged oral agreement or arrangement made by a respondent with any agency or employee.
 5. Amending or Canceling Requests – The Town 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 to do so.
 6. Rejection for Default or Misrepresentation – The Town reserves the right to reject the proposal of any Respondent that is in default of any prior contract or for misrepresentation.
 7. Clerical Error-The Town reserves the right to correct inaccurate awards resulting from its clerical error.

8. 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.
9. Changes to Qualification Statements - No additions or changes to the original qualification statement will be allowed after submittal.
10. Contract Requirements – A formal agreement will be entered into with the Respondent. The contents of the proposal submitted by the successful Respondent and the RFQ will become part of any contract award.
11. Rights reserved to the Town – The Town reserves the right to award in part, to reject any and all qualification statements in whole or in part, to waive technical defects, irregularities and omissions if, in its judgment, the best interests of the Town will be served.
12. 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.
13. 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.
14. Cost of Preparing Qualification/Proposal Statements – The Town 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.

B. COMPLIANCE WITH LAWS

1. Non-Discrimination and Affirmative Action. Respondent, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age, marital status, sexual orientation, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to blindness, unless it is shown by the Respondent that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or the State of Connecticut, nor otherwise commit an unfair employment practice. Respondent further agrees that this article, (and any additional provisions required by law), will be incorporated by Respondent in all contracts entered into in connection with this contract. The following principles and requirements of Equal Opportunity and Affirmative Action, as incorporated herein, will be incorporated into "Equal Opportunity - Non-Discrimination Clause" to be included in all bid documents,

purchase orders, lease and contracts. The principles of Affirmative Action are addressed in the 13th, 14th and 15th Amendments of the United States Constitution, Civil Rights Act of 1964, Equal Pay Act of 1963, Title VI and VII of the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, 11375, 11478 (nondiscrimination under federal contracts), Act 1, Section 1 and 20 of the Connecticut Constitution, Governor Grasso's Executive Order Number 11, Governor O'Neill's Executive Order Number 9, the Connecticut Fair Employment Practices Law (Sec. 46a-60-69) of the Connecticut General Statutes, Connecticut Code of Fair Practices (46a-70-81), Deprivation of Civil Rights (46a-58 (a)(d)), Public Accommodations Law (46a-63-64), Discrimination against Criminal Offenders (46a-80), definition of blind (46a-51(1)), definition of Physically Disabled (46a-51 (15)), definition of Mentally Retarded (46a-51-13), cooperation with the Commission on Human Rights and Opportunities (46a-77), Sexual Harassment (46a-60 (a)-8), Connecticut Credit Discrimination Law (360436 through 439), Title 1 of the State and the Local Fiscal Assistance Act 1 1972. Every contract to which the State is party must contain the nondiscrimination and affirmative action provisions provided in the Connecticut General Statutes Section 4a-60a.

2. Executive Orders. The contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment opening and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the contract as if they had been fully set forth in it. The contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.
3. Connecticut's Prevailing Wage Law Provision. If applicable, the contractor must be in full compliance with CGS Section 31-53 and 31-53(a) which applies to each contract for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration, or repair of any public works project by the state or its agents, or by any political subdivision of the State, CGS Section 31-53 (g) provides monetary thresholds which must be met before the law is applicable. In accordance with CGS Section 31-53, projects are subject to the payment of minimum prevailing wages where the total cost of all work to be performed by all contractors and subcontractors in connection with new construction of any public works project is **\$1,000,000** or more and where the total cost of all work to be performed by all contractors and subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project is **\$100,000** or more. For qualifying projects, all contractors and subcontractors shall submit to the Finance Department certified weekly payrolls for all contracts meeting the stated monetary limits. The certified payrolls shall be submitted to the Finance Department with the contractor's monthly certificate for payment. The contractor should familiarize themselves with all aspects of the provisions under

state law in order to ensure full compliance.

4. Occupational Safety and Health Administration Requirements. According to CGS, Section 31-53b (a) each contract entered into on or after July 1, 2007, for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public building project by the state or any of its agents, or by a political subdivision of the state or any of its agents, where the total cost of all work to be performed by all contractors and subcontractors in connection with the contract is at least **\$100,000** shall contain a provision requiring that, not later than thirty days after the date such contract is awarded, each contractor furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public building , pursuant to such contract, have completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, in the case of telecommunications employees, have completed at least ten hours of training in accordance with 29 CFR 1910.268. The aforesaid provisions shall be deemed to be incorporated into the Contract with the Town. The contractors should familiarize themselves with all aspects of state law and any applicable regulations pertaining to these requirements in order to ensure full compliance.
5. Payment Bond/Performance Bond State Law Requirements. CGS Section 49-41, known as the Little Miller Act, requires that the Town ensure that payment bonds a/k/a labor and materials bond in the amount of the contract are provided for public works projects over **\$100,000**. When a contract for construction, alteration, remodeling, repair or demolition of any public building is estimated to cost more than **\$500,000** additional laws/requirements apply. The contractors should familiarize themselves with all aspects of state law and any applicable regulations pertaining to these requirements in order to ensure full compliance.
6. State of Connecticut Contractor Prequalification Program. CGS Section 4b-91 requires all bidders for the construction, alteration, remodeling, repair or demolition of any public building or any other public work by a public agency (includes a municipality) that is paid for, in whole or in part, with state funds and that is estimated to cost more than **\$500,000**, except a public highway or bridge project or any other construction project administered by DOT, shall be prequalified with the State pursuant to CGS Section 4a-100. Once a contractor is prequalified, it is issued a prequalification certificate by DAS, which certificate is in effect for one year. Subcontractors' work, the cost of which may exceed **\$500,000**, are also required to be prequalified. Any bid for a project that requires prequalification must include a copy of the bidder's Prequalification Certificate showing the aggregate work capacity rating required under the contract and the Update (Bid) Statement showing renewal of certificate and/or change in aggregate work capacity. Bids which do not include a copy of the Prequalification Certificate and the Update (Bid) Statement are invalid. Contractors should contact the State Department of Administrative Services to familiarize themselves with these requirements.

7. Non-Resident Contractor 5% Tax For Contracts. CGS Section 12-430(7) requires non-resident contractors who perform services or furnish materials, or both, for the construction, alteration or improvement of any project in which the contract price is at least **\$250,000**, to furnish the Department of Revenue Services (DRS) a Guarantee Bond for 5% of the total cost of the work, issued under a contract using Form AU-766, Guarantee Bond. This form is available on the State DRS website. Form AU-766 must be submitted for each additional change order or supplement issued against the contract. Non-resident contractors must have completed and submitted to the DRS Form REG-1, Business Tax Registration Application, to register with the DRS and have been issued a Connecticut Tax Registration Number. This form is available on the DRS website. Non-resident contractors have 120 days from the commencement of the contract to file the Guarantee Bond with the State. Commencement of the contract, as defined by law, “means the time when the non-resident contractor signs the contract, but, in any event, occurs no later than when the work under the contract actually starts.” As soon as the guarantee bond is filed with the DRS, the non-resident contractor shall submit the copy of such Guarantee Bond together with the non-resident contractor’s Connecticut Tax Registration Number to the Town department for whom the project is required. After the non-resident contractor receives its Certificate of Compliance from the DRS confirming that the Guarantee Bond requirement has been met, the non-resident contractor shall submit a copy of the same to the department, for whom the work is being performed, with a copy to the Purchasing.
8. Equal Employment Opportunity (EEO); Minority Business Enterprises (MBE). If a project is funded in whole or in part by state or federal funds, there may be a requirement that the contractor comply with CGS Section 4a-60 and applicable State regulations. On these projects it will depend upon which set-aside requirements are imposed by the funding agency. If no set-aside requirement is imposed, a statement that the contractor is required to undertake good faith efforts to include subcontractors and suppliers who are minority business enterprises will suffice and shall be deemed to be incorporated into the Contract with the Town.

If there is a set-aside goal, the Town and contractor shall comply with the Small Contractors Set-Aside Program and the hiring goals identified by the State Commission on Human Rights and Opportunities (CHRO.) For set-aside projects, the following provisions are required to be included in the bid documents:

“The contractor who is selected to perform this State project must comply with C.G.S.§4a-60,4a-60a,4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services (“DAS”) under the provisions of C.G.S.§4a-60g.(25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and /or Disabled owned

businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.”

For municipal public works contracts and quasi-public agency projects, the contractor must file a written or electronic non-discrimination certification with the CHRO. Forms and other requirements may be accessed on the CHRO website.

C. INSURANCE REQUIREMENTS

1. 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 and Guilford’s Board of Education 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 and the Board of Education 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).

2. Specific Requirements.

- a. 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.

- b. 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 Two Million Dollars (\$2,000,000.00) 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 Five Million Dollars (\$5,000,000.00). 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.
- c. 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).
- d. 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 Five Million Dollars (\$5,000,000.00) per occurrence and annual aggregate basis.
- e. 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.
- f. 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.
- g.** 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.
- h. 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.

VII. AFFIDAVITS:

NON-COLLUSIVE / NON-CONFLICT AFFIDAVIT OF RESPONDENTS

RFQ/RFP #4-1718 ON-CALL ARCHITECTURAL AND ENGINEERING SERVICES

The undersigned bidder, having fully informed themselves regarding the accuracy of the statements made herein certifies that:

1. the bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition;

2. the contents of the bid have not been communicated by the bidder and its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid;

3. no Selectman or other officer or employee or person whose salary is payable in whole or in part from the Town of Guilford, nor any immediate family member thereof, is directly or indirectly interested in the Bid/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 his/her behalf and on the behalf of his/her firm/company that he/she nor his/her firm/company are in violation of the Code with respect to this bid.

The undersigned further certifies that this statement is executed for the purpose of inducing the Town of Guilford to consider the bid and make an award in accordance therewith.

Legal Name of Bidder: _____

Business Name: _____

Business Address: _____

Signature and Title of Person

Subscribed and sworn to me _____

this _____ day of _____, 20_____.

Notary Public

RFQ/RFP #4-1718

My Commission Expires _____

Date

AFFIRMATIVE ACTION/EEO AFFIDAVIT

FOR: RFQ/RFP #4-1718 ON-CALL ARCHITECTURAL AND ENGINEERING SERVICES

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/xeorder3.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 Bidder: _____

Business Name: _____

Business Address: _____

Signature and Title of Person

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

Notary Public

My Commission Expires _____
Date

VIII. FEE PROPOSAL FORM

**RFQ/RFP #4-1718 REQUEST FOR QUALIFICATIONS AND PROPOSALS
ARCHITECTURAL AND ENGINEERING SERVICES**

RFQ/RFP DUE: Thursday May 31, 2018 at 2:00 p.m.

**Board of Selectmen
Town of Guilford
Second Floor of Town Hall
31 Park Street
Guilford, CT 06437
Attention: Purchasing Department**

BIDDER

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

E-mail: _____

Contact Person: _____ Title: _____

To the Board of Selectmen:

We submit for your consideration our RFQ/RFP for on-call engineering services. We have read the RFQ/RFP documents and are submitting our RFQ/RFP in full compliance with all terms and conditions except as noted below under "Exceptions." *We acknowledge receipt of all addendums to the bid documents and assume full responsibility to access those addendums from the Town website and/or DAS website, as applicable.*

Upon notification of the award, we will provide the following within five (5) business days after receipt of such notice:

(i) the requested Certificate of Insurance from the following company:

_____;

and

(ii) one original contract, in a form provided by the Town, executed by authorized officer of awarded Respondent.

FEE PROPOSAL FORM CONTINUED

We agree to perform the work described in the project specifications within the (time period) set forth in the specifications for the following amounts:

ONLY complete rates that apply

<u>Survey</u>	<u>Positions:</u>	<u>Hourly Rate</u>
	Project Manager	_____
	Licensed Land Surveyor	_____
	Two-man Survey Crew	_____
	Three-man Survey Crew	_____

<u>Design</u>	<u>Positions:</u>	<u>Hourly Rate</u>
	Principal Architect	_____
	Principal Project Manager	_____
	Project Manager	_____
	Project Architect	_____
	Project Engineer	
	Civil	_____
	Geotechnical	_____
	Environmental	_____
	Mechanical	_____
	Electrical	_____
	Structural	_____
	Assistant Architects	_____
	Assistant Engineers	_____
	Technician	_____
	Draftsperson	_____
	Clerical	_____

FEE PROPOSAL FORM CONTINUED

Construction
Administration

<u>Position</u>	<u>Positions:</u>	<u>Hourly Rate</u>
	Construction Manager	_____
	Assistant Manager	_____
	Chief Inspector	_____
	Inspector	_____
	Draftsperson	_____
	Clerical	_____

<u>CADD Services*</u>	<u>Positions:</u>	<u>Hourly Rate</u>
	CADD Engineers	_____
	CADD Operator/Technician	_____
	CADD Manager	_____

Exceptions: _____

(Signatures next page)

FEE PROPOSAL FORM CONTINUED

The undersigned authorized representative hereby submits the above RFQ/RFP to the Town of Guilford.

Name of Contractor Entity: _____

By _____

Print Name and Title: _____

Duly authorized

Please see attached form “Professional Services Task Order” to be utilized by awarded bidder(s).

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: _____

Task Order Date: _____

Subject to the AGREEMENT FOR ON-CALL ARCHITECTURAL/ENGINEERING SERVICES BY AND BETWEEN _____ AND Town of Guilford dated as of _____ (hereinafter referred to as the “Agreement”), TOWN hereby directs ARCHITECT/ENGINEER to perform the professional architectural/engineering services specified in this Task Order in accordance with the Agreement.

1. Project Description:

Project Number: _____

Project Name: _____

Project Description: _____

2. Scope of Work:

The Scope of Work to be performed hereunder consists of _____ and is more fully described in the document entitled _____ dated _____ attached hereto as Exhibit A.

3. Time Schedule:

Architect/Engineer shall complete the work required by this Task Order on or before _____ or within _____ calendar days of the date of this Task Order first written above.

4. Compensation:

Architect/Engineer shall be paid for the proper performance of services described in this Task Order in an amount not to exceed _____ (\$_____).

5. Special Conditions:

This Task Order is subject to the special provisions stated in Exhibit B, attached hereto and incorporated herein as if fully set forth herein.

6. Amendment: This Task Order amends a previously executed Task Order:

Previous Task Order Number: _____ Previous Task Order Date: _____

PROFESSIONAL SERVICES TASK ORDER CONTINUED

ISSUED AND AUTHORIZED BY:
TOWN OF GUILFORD

ACCEPTED AND AGREED TO BY:
ARCHITECT/ENGINEER

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: _____

Exhibit A: Scope of Work

Exhibit B: Special Conditions