

**TOWN OF GUILFORD  
REQUEST FOR QUALIFICATIONS  
RFQ #4-1617  
ENGINEERING DESIGN SERVICES FOR  
REPLACEMENT OF SAW MILL ROAD BRIDGE  
STATE BRIDGE #04863  
WEST RIVER, GUILFORD, CT**

**CONTENTS**

- I. Legal Notice
- II. Project Description
- III. Scope of Work
- IV. Time Line of the RFQ Process
- V. Submission of Qualification Statements
- VI. Method of Selection/Criteria for Award
- VII. Additional Information
- VIII. General Terms and Conditions
- IX. Insurance Requirements
- X. Non-Collusive/Non-Conflict Affidavit (*to be submitted with statement of qualifications*)
- XI. Affirmative Action Affidavit (*to be submitted with statement of qualifications*)

I.

**LEGAL NOTICE  
TOWN OF GUILFORD  
REQUEST FOR QUALIFICATIONS (RFQ) #4 -1617  
ENGINEERING DESIGN SERVICES FOR REPLACEMENT OF  
STATE BRIDGE #04863 SAW MILL ROAD, WEST RIVER, GUILFORD**

The Town of Guilford is seeking to engage the services of a Consulting Engineering firm to provide engineering services for the preparation of contract plans and documents for the following transportation project:

**State Project: Replacement of Saw Mill Road Bridge over the West River**

The project consists of the replacement of the existing Saw Mill Road Bridge on a new alignment and related approach roadway reconstruction and realignment. The Consulting Engineering firm selected may also be required to provide survey, prepare environmental documents and perform construction inspection.

A Disadvantaged Business Enterprise (DBE) sub consultant goal may apply to this assignment as to be determined by the Connecticut Department of Transportation.

The selected firm must meet all Municipal, State, and Federal affirmative action and equal employment opportunity practices.

**Copies of the complete RFQ are available at the Office of the First Selectman or may be accessed from the state DAS website and the Town of Guilford website at [www.ci.guilford.ct.us](http://www.ci.guilford.ct.us).**

Two Copies of responses shall be submitted in a sealed envelope by no later than **2:00 pm Friday February 10, 2017 at the Office of the First Selectman, Second Floor, 31 Park Street, Guilford 06437** and marked "RFQ #4-1617 Engineering Design Services "Saw Mill Road Bridge" Responses received or postmarked after this time will not be considered. Questions regarding this RFQ should be directed in writing to The Town Engineer, Jim Portley at [portleyj@ci.guilford.ct.us](mailto:portleyj@ci.guilford.ct.us) with a copy to the Town at [millmanp@ci.guilford.ct.us](mailto:millmanp@ci.guilford.ct.us).

---

Joseph S. Mazza, First Selectman

Publish one time only in the New Haven Register under LEGAL Notices on Wednesday January 25, 2017

## II. PROJECT DESCRIPTION

The project consists of the replacement of the existing Saw Mill Road State Bridge #04863 over the West River on a new alignment and related approach roadway realignment and reconstruction.

## III. SCOPE

The scope of work for the Project shall be as described in the Contract Documents, and this RFQ, and shall be further defined at the time of solicitation for fee proposal.

## IV. TIMELINE OF THE RFQ PROCESS

The following timeline has been *tentatively* established:

Statements of Qualifications Due:	Friday, February 10, 2017
Notification of Short List (5) Interviews	week of February 20, 2017
Interviews of Selected Firms	week of February 27, 2017
Selection/Recommendation of Firm	To be determined
Assignment Meeting with DOT per QBS	To be determined
Selected Firm drafts and delivers scope	To be determined
Town and Firm Prepare/negotiate fee proposal per QBS	To be determined
BOS approves of award subject to DOT approval	To be determined

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 the Town Engineer, Jim Portley, by email at [portleyj@ci.guilford.ct.us](mailto:portleyj@ci.guilford.ct.us) with a copy to the Purchasing Department at [millmanp@ci.guilford.ct.us](mailto:millmanp@ci.guilford.ct.us) on or before Monday February 6, 2017 at noon p.m. No phone calls will be accepted.

## V. SUBMISSION OF QUALIFICATION STATEMENTS

### General Requirements:

1. **Letter of Interest.**
2. **Firm brochure.**
3. **General Information of firm**– The firm shall 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 firm 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 firm;
  - 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;
  - 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 ;
  - Legal form of ownership. If a corporation, where incorporated; and
  - Years engaged in above services under its present name.
- 4. Relevant Experience and References** - Provide descriptions of three (3) similar **Connecticut** projects for which the firm 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.
- 5. List of sub consultants to be used in project.**
- 6. Federal Form SF330.**
- 7. Experience of Key Personnel** - Provide Resumes of the key personnel (including consultants) who will be directly involved in the Project.
- 8. Default and Litigation** – Include a statement with the answer to the following questions: 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.
- 9. Connecticut Professional Engineer’s license-** for all personnel in charge of the project.
- 10. Non-Collusive Non- Conflict Affidavit** ( form attached)
- 11. Affirmative Action Statement** ( form attached)
- 12. Any other forms required by State or federal laws applicable to this project.**

**VI. METHOD OF SELECTION/CRITERIA FOR AWARD**

- A. The Respondents will be evaluated on its qualifications using the following criteria:
1. Design and technical competence.
  2. Capacity and capability to perform the work within the time allotted.
  3. Past record of performance
  4. Knowledge of Federal, State and Municipal procedures.
- These criteria will be appropriately weighted in descending order of importance.

B. The Town will select the awarded respondent using the State Department of Transportation (DOT) mandated Qualifications Based Selection (QBS) Process, revised December 2011. Copies of the QBS procedures may be obtained from the DOT. The Town selection committee's first choice will be presented to the Board of Selectman ("BOS") as the recommended firm for final review and negotiations by the BOS designated representatives to finalize the engineering design services agreement in conformance with the Town of Guilford's requirements, subject to State approvals, as needed and review by the Town Attorney. The Town will provide the form design services agreement.

C. The award of the contract for the engineering design services shall be made, if at all, to the Respondent whose evaluation by the selection committee results in an award that the Town of Guilford deems to be in its best interests. The Town of Guilford reserves the right to reject any or all of the RFQ responses, or parts thereof, and/or to waive any informality in any of the RFQ responses resulting from this RFQ if such rejection or waiver is deemed in the best interest of the Town of Guilford. Neither the selection committee nor the Town of Guilford, nor any of their respective officers, directors, employees or authorized agents 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 RFQ.

**VII. ADDITIONAL INFORMATION**

The Project will be carried out by the Town of Guilford under the overall direction of the Town Engineering Department.

**VIII. GENERAL TERMS AND CONDITIONS**

All Respondents must be willing to adhere to 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. Respondents whose qualification statements are not accepted will be notified in writing.
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 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 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.

**IX.**

**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 .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 on all such insurance, except Workers’ Compensation coverage and Errors and Omissions 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. Respondent shall give the Town written notice in advance of any termination, expiration, or any and all changes in coverage.

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). *Certificates of insurance shall be due upon award of RFQ.*

**B. SPECIFIC REQUIREMENTS**

A. Minimum Scope and Limits of Insurance:

**Workers' Compensation insurance:** The awarded firm 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.

**Commercial General Liability:** The awarded firm 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). Blanket Contractual Liability for liability assumed under this Agreement and all other Contracts relative to the Project.

**Automobile Liability:** With respect to each owned, non-owned, or hired vehicles, the firm shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000.00). However, if firm is a hazardous waste hauler or is otherwise responsible for removal of hazardous materials in connection with the Project, then it shall maintain Automobile Liability coverage in the amount of Five Million Dollars (\$5,000,000.00) combined single limit.

**Environmental Liability:** If required by Town insurer.

**Contractor Construction Equipment Insurance** –The firm is required to provide insurance for all owned and/or rented equipment and any policies maintained by firm on its owned and/or rented equipment and materials shall contain a provision requiring the insurance carriers to waive their rights of subrogation against the Town of Guilford and all indemnities named in this Agreement.

**Excess Liability Coverage:** With respect to the coverage provided by firm 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.

**Builder's Risk:** If required by Town insurer.



**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 firm to pay and/or to indemnify.

**Professional Liability/Errors and Omissions Insurance:** Firm shall provide and maintain Errors and Omissions Insurance with minimum limits of \$3,000,000 per occurrence/annual aggregate.

X.

**NON-COLLUSIVE/NON-CONFLICT AFFIDAVIT OF BIDDERS**

**RFQ #4-1617 Engineering Design Services for Replacement of Saw Mill Road /State Bridge #04863 West River, Guilford**

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, and

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.

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 agrees to abide by the ethics code.

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\_\_\_\_\_.

**XI.**

**AFFIRMATIVE ACTION STATEMENT**

**RFQ #4-1617 Engineering Design Services for Replacement of Saw Mill Road /State Bridge #04863 West River, Guilford**

**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\_\_\_\_\_.