

REQUEST  
FOR PROPOSALS  
FOR  
SITE ASSESSMENT SERVICES

Release Date: May 18, 2015  
RFP Submission Due Date: June 22, 2015

BID#6450 RFP



## **Introduction**

The Town of West Hartford (Town) requests proposals from a qualified consulting firm(s) to assess the University of Connecticut's (UConn) Greater Hartford Campus. The campus is located at 1700, 1710 and 1800 Asylum Avenue in West Hartford. The land area totals approximately 58 acres on two tracts separated by Trout Brook Drive. There are five university buildings that total approximately 184,000 square feet and the property also include wetlands, watercourses, a vast parking field and area that has been leased to the town for recreation purposes.

UConn has stated its intention to relocate this campus to downtown Hartford in 2017, and in accordance with statutory requirements, must first offer it for sale to the Town. The Town seeks assistance from qualified firms to evaluate the current condition of the land and buildings and identify its re-use potential in order to guide future decision making.

UConn is knowledgeable of the efforts being taken by the Town and will provide access to the property accordingly. Any and all requirements by UConn and/or the State of Connecticut, related to property access, will be identified following selection of a qualified consulting firm(s).

## **Issuing Office**

This RFP is being issued by the Purchasing Department of the Town of West Hartford on behalf of the Office of Financial Services, hereinafter referred to as the "Town." The issuing officer is the Director of Financial Services.

## **Inquiries**

All technical inquiries regarding this RFP must be in writing and must be addressed to:

Peter Privitera  
Director of Financial Services  
Town of West Hartford  
50 South Main Street  
West Hartford, CT 06107-2431

[Peter.Privitera@westhartfordct.gov](mailto:Peter.Privitera@westhartfordct.gov)

The deadline for submitting questions related to this RFP is May 27, 2015. Responses to all questions will be furnished through a formal addendum following the closing date listed herein.

## **Incurring Cost**

The Town will not be held responsible for any costs incurred by the proposer for work performed in preparation and production of a proposal or for any work performed prior to the issuance of a contract.

## **Rejection/Acceptance of Proposals**

The Town reserves the right to refuse for any reason deemed to be in the Town's best interest any and/or all proposals submitted under this RFP.

This RFP is not an offer to contract. Acceptance of a proposal neither commits the Town to award a contract with any firm, even if all requirements in this RFP are met, nor limits its right to negotiate in the best interest of the Town. The Town reserves the right to contract with any firm.

## **Fee Proposed**

Respondents are required to submit a fee proposal based on the requirements of the Scope of Services along with hourly rates of all professional and support staff identified for this project. The Town reserves the right to negotiate the proposed fee and expand the scope of services as the Town deems necessary.

## **Addenda to RFP**

Amendments to this RFP may be necessary prior to the closing date and will be furnished to all prospective proposers. Failure to acknowledge receipt of amendments in accordance with the instructions contained in the amendment may result in the proposal not being considered.

## **Submission of Proposals**

Each proposer must submit one original and six (6) copies, along with one (1) electronic copy (CD ROM or USB Drive) of the proposal in a sealed envelope bearing on the outside the name of the firm, full address, name of the project for which the proposal is submitted and the date and time the proposal is due to: Peter Privitera, Director of Financial Services, at the address previously identified.

These proposals must be received by the Town no later than June 22, 2015 at 3:00 p.m. Proposals received after the date and time prescribed shall not be considered for contract award and shall be returned to the proposer. Neither faxed nor emailed RFP responses will be accepted as a qualified RFP submission.

Proposers must identify their qualifications related to performing this type of work along with specific examples where this work has been done. In addition, the names and qualifications of the individuals performing this work must be identified as well. While this RFP is specific as to the scope deliverables, other tasks may be identified beyond the initial scope of services. As such, responders are asked to identify, based on their experience and qualifications, any other potential areas of review that may be required as an offset of this initial scope of services.

A proposer may correct, modify, or withdraw a proposal by sealed written notice, clearly marked as a correction, modification, or withdrawal, and received by the Purchasing Department prior to the time and date set forth for proposal submission.

### **Proprietary Information**

The Town will not disclose any portion of the proposals except to members of the proposal evaluation team prior to contract award. The Town retains the right to disclose the name of the successful proposer, the financial considerations and any other information in the proposal that is pertinent to the selection of the proposer.

### **Independent Project Cost Determination and Gratuities**

By submission of a proposal, the proposer certifies that in connection with its procurement:

- The financial data in this offer has been arrived at independently, without consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other proposer or competitor.
- The financial data quoted in this offer will not change for a period of one hundred twenty (120) days after the receipt date, at the Town, of this offer.
- Unless otherwise required by law, the financial data which has been quoted in this offer have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to award, directly or indirectly to any other proposer or to any competitor.
- No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.
- No elected official or appointed official or employee of the Town shall benefit financially or materially from this contract.

### **Independent Contractor Relationship**

The selected consultant shall work as an independent contractor and will be required to take out and keep in force all permits, licenses, certifications and other approvals and insurance that may be required by the Town of West Hartford, State of Connecticut or Federal Agency. Failure to comply with any of these items would be immediate grounds for contract termination.

### **Prime Contractor Responsibility**

Proposers submitting proposals to this RFP may not utilize the service of subcontractors without the prior written approval of the Town.

## **Termination for Default or for the Convenience of the Town**

Performance under any contract resulting from this RFP may be terminated by the Town whenever:

- The contractor shall default in the performance of his/her contract and shall default within the period specified by the issuing officer in a notice specifying default; or
- The issuing officer shall determine that termination is in the best interest of the Office of Financial Services of the Town.

Termination will be effected by delivery to the contractor of a notice to terminate, stating the date upon which the termination becomes effective.

In the event of termination of this agreement as a result of a breach by the contractor hereunder, the Town shall not be liable for any fees and may, at its sole option, award an agreement of the same services to another qualified firm with the best proposal or call for new proposals and award the agreement thereunder. The contractor shall be responsible for direct and consequential damages as a result of its breach, including but not limited to, extra costs required under the new agreement of similar services.

## **Ambiguity in the Request for Proposals**

Prior to submitting the proposal, the proposer is responsible to bring to the Town's attention any ambiguity in this RFP. Failure to do so shall result in the proposer forfeiting any claim for adjustment based on such ambiguity as should have been noted by a prudent vendor.

In the event of any ambiguity between the Town's RFP and the proposer's proposal, then whatever shall be more favorable to the Town as determined in the sole discretion of the Director of Financial Services shall prevail and take precedence.

## **Ownership Information**

The Town shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information developed, derived, documented or furnished by the proposer under any contract resulting from this RFP.

In the event of contract award, all data collected and other documentation produced as part of the contract will become the exclusive property of the Town and may not be copied or removed by any employee of the proposer without written permission of the Town.

## **Contract Agreement**

The selected proposer will be required to agree to and sign a formal written contract agreement between the Town and the proposer prepared by the Town's Office of the Corporation Counsel.

## **Insurance and Indemnification Requirements**

The selected proposer, upon the signing of the formal contract, will be required to deliver an insurance certificate in amounts, companies and terms acceptable to the Risk Manager of the Town, the UConn and the State of Connecticut. See attached Town requirements.

### **Indemnification:**

To the fullest extent permitted by law, Consultant agrees to defend, indemnify and hold harmless the Town of West Hartford, the West Hartford Board of Education, their respective boards and commissions, officers, agents, officials, employees, servants, volunteers, contractors and representatives from any and all suits, claims, losses, damages, costs (including, without limitation, reasonable attorneys' fees), compensations, penalties, fines, liabilities or judgments of any name or nature for, including, but not limited to, injuries or alleged injuries to person(s) (including without limitation, bodily injury, sickness, disease or death), or damage to or destruction of property, real or personal, or financial losses (including, without limitations, those caused by loss of use) sustained by any person or concern, (including, but not limited to, officers, agents, officials, employees, servants, volunteers, contractors and representatives of the Town of West Hartford, the West Hartford Board of Education or their respective boards and commissions) arising from, or alleged to have arisen from, any and all acts or omissions of the Consultant, its employees, agents, servants, contractors, and/or representatives in the performance of this Agreement. This indemnification shall not be affected by other portions of this Contract relating to insurance requirements.

To the fullest extent permitted by law, Consultant agrees to defend, indemnify and hold harmless the Town of West Hartford, the West Hartford Board of Education, their respective boards and commissions, officers, agents, officials, employees, servants, volunteers, contractors and representatives from any and all suits, claims, losses, damages, costs (including, without limitation, reasonable attorneys' fees), compensations, penalties, fines, liabilities or judgments of any name or nature for, including, but not limited to, injuries or alleged injuries to person(s) (including without limitation, bodily injury, sickness, disease or death), or damage to or destruction of property, real or personal, or financial losses (including, without limitations, those caused by loss of use) sustained by any person or concern, (including, but not limited to, officers, agents, officials, employees, servants, volunteers, contractors and representatives of the Town of West Hartford, the West Hartford Board of Education or their respective boards and commissions) the which may arise out of the failure of the Consultant, its employees, agents, contractors, and/or representatives to comply with any laws, statutes, ordinances, building codes and rules and regulations of the United States of America, State of Connecticut, the Town of West Hartford, or their respective agencies. This indemnification shall not be affected by other portions of this Contract relating to insurance requirements.

### **Competition Intended**

It is the Town's intent that this RFP permit competition. It shall be the proposer's responsibility to advise the Town in writing if any language, requirement, scope, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single

source. Such notification must be received by the Town not later than fourteen (14) days prior to the date set for acceptance of proposals.

### **Tax Exempt**

The Town is exempt from the payment of taxes imposed by the Federal Government and/or State of Connecticut. Such taxes must not be included in the bid price.

### **Scope of Services**

The Consultant shall perform a Phase I Environmental Site Assessment (ESA) of the land and buildings on the property and produce a report detailing its findings. Tasks may include, but are not limited to:

1. A records review to identify recognized environmental conditions in connection with the property.
2. A records review to identify previous ownership and historical property use.
3. On-site inspection of the land and buildings to assist with the identification of potential environmental contamination and hazardous substances.
4. Interviews with the property owner to assist with the identification of potential environmental contamination and hazardous substances.

The Consultant shall perform a Phase II Environmental Site Assessment (ESA) of the land and buildings on the property. Based on the findings of the Phase I ESA, tasks may include, but are not limited to:

1. Assessment and investigation of soil, groundwater, and/or air through appropriate sampling and laboratory testing, as necessary.
2. Evaluation and presentation of data and interpretation of results in the context of Local, State and Federal law.
3. Analysis of findings, determination of the extent, both lateral and vertical, of soil, groundwater and/or air contamination and preparation of remediation cost estimates and recommendations.

The Consultant shall prepare an A2/T2 property survey of the campus property(ies) in accordance with the Professional Standards of Practice as defined by the Connecticut Association of Land Surveyors in their Standards for Surveys and Maps in the State of Connecticut and shall be prepared by a Land Surveyor licensed in the State of Connecticut. The survey shall include, but not be limited to the following information:

1. Locations of all boundary monumentation found, property boundary divisions, land area in terms of square footage, current zoning, public utilities serving the site and names of the abutting property owners.
2. Existing easements and rights will be mapped and the appropriated owners (holders).
3. Existing topography with contour intervals of not more than 2 foot intervals.
4. All special physical characteristics and improvements, including but not necessarily limited to wetlands (described in task 4 below), floodplains, waterbodies, watercourses, rock outcroppings and the location of any existing physical structures, buildings, fences/walls, surface utilities, landscaped areas, driveways/roadways or other paved areas on-site.
5. Name of the Soil Scientist shall appear on the final survey.

Upon completion of the property survey, a fixed line mylar suitable for filing in the land records of the Town Clerk's Office and an electronic format (CAD, GIS and PDF) will be required. There will also be a need for an accompanying written legal description of the property, suitable to be incorporated in a filed deed of the property.

The Consultant shall prepare a conduct a full site wetlands mapping and ecological assessment of the properties. The mapping shall be field delineated with flags and performed by a Certified Soil Scientist. The following additional information shall be required:

1. Mapping of soil types consistent with the categories established by the National Cooperative Soil Survey of the U.S. Soil Conservation Service.
2. Description of the depth to the water table, depth to mottled soil and the seasonal variation of the water table.
3. Description of the ecological communities and functions of the wetlands or watercourses on the property(ies).

The Consultant shall evaluate the existing storm drainage system to determine its condition and capacity. The system is comprised of catch basins, yard drains, manholes, outfalls, underground drainage, culverts and two open watercourses which discharge into St. Joseph's Brook and a Trout Brook tributary. Tasks may include, but are not limited to:

1. Mapping of the storm drainage system.

2. Visual Inspection and video assessment of the system to determine its physical condition and cost estimates for necessary repairs or maintenance, including the elimination of overgrown vegetation in the watercourses.
3. Analysis of its current capacity and recommendations and cost estimates for a range of improvements that would facilitate the most efficient re-use of the property.

### **Basis for the Award**

Proposals will be evaluated by a Selection Committee. Proposals will be evaluated on a set of criteria including, but not limited to, general qualifications and experience of the proposer, preliminary fee proposal, references and whatever other information is provided by the proposer to assist the Selection Committee in making a selection decision.

The Town reserves the right to reject any or all proposals submitted, to request additional information from any proposer, and to negotiate with any of the proposers regarding the terms of the engagement. The Town intends to select the vendor that, in its opinion, best meets the Town's needs, not necessarily the vendor that proposes the lowest fees.

**INSURANCE EXHIBIT  
PROFESSIONAL CONSULTING SERVICES AGREEMENT**

For the purpose of this exhibit: the term "Consultant" shall also include their respective agents, representatives, employees or subcontractors; and the term "Town of West Hartford and West Hartford Board of Education" (hereinafter called the "Town") shall include their respective boards and commissions, officers, agents, officials, employees, servants, volunteers, contractors and representatives.

The Consultant shall obtain and maintain at its own cost and expense all the insurance described below continuously for the duration of the contract, including any and all extensions. Consultant shall assume any and all related costs, including but not limited to, deductibles, retentions, losses, claim expenses, premiums, taxes, and audit charges earned and payable under the required insurance.

A. Minimum Scope and Limits of Insurance:

The required insurance shall meet the minimum scope and limits of insurance specified in this exhibit, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage is greater. Providing proof of the minimum scope and limits described in this exhibit shall not exclude the Town from additional limits and coverage provided under the Consultant's policies.

1) **Commercial General Liability:**

\$1,000,000 combined single limit per occurrence for bodily injury, personal injury, property damage, contractual liability and products /completed operations.

2) **Automobile Liability and Physical Damage Coverage:**

\$1,000,000 combined single limit per occurrence for any auto, including statutory uninsured/underinsured motorist coverage and \$1,000 medical payments. Policy shall include collision and comprehensive physical damage coverage. If vehicles are not used in the execution of the contract then automobile coverage is not required.

3) **Professional Liability:**

\$1,000,000 per occurrence / \$2,000,000 aggregate.

4) **Umbrella Liability:**

\$2,000,000 per occurrence. All excess/umbrella policies shall be following form and list the existing underlying insurance policies. Excess/umbrella liability coverage may be included to meet minimum requirements.

5) **Workers' Compensation and Employer's Liability:**

Statutory coverage in compliance with the Workers' Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 disease/policy limit, \$100,000 disease/each employee.

The Consultant represents that they are currently in compliance with all requirements of the State of Connecticut regarding Workers' Compensation, Connecticut Statutes Section 31-275 et seq., and that it shall remain in compliance for the duration of this Agreement. The Consultant agrees that Workers' Compensation is their sole remedy and shall indemnify and hold harmless the Town of West Hartford, West Hartford Board of Education and their respective boards and commissions, officers, agents, officials, employees, servants, volunteers, contractors and representatives from all suits, claims, and actions arising from personal injuries to Consultant, their agents, representatives, employees or subcontractors, however caused. This indemnity shall not be affected by a lapse of Workers' Compensation coverage and/or if the Consultant failed, neglected, refused or is unable to obtain Workers' Compensation insurance.

6) **Personal Property:**

The Town shall not be responsible to the Consultant for any injury or damage caused to the Consultant's property, however caused. All personal property of the Consultant and its agents are the sole risk of the Consultant. To the extent permitted by law, the Consultant agrees to indemnify, defend and hold harmless the Town from any and all losses or damages, however caused, to any and all personal property belonging to the Consultant, its agents, representatives, employees and/or subcontractors.

- A. Additional Insured Endorsement:  
**All liability policies (with the exception of Worker's Compensation and Professional Liability) shall include the Town of West Hartford, the West Hartford Board of Education, and their respective boards and commissions, officers, agents, officials, employees, servants, volunteers, contractors and representatives as an Additional Insured.** The policy shall not contain any special limitations on the scope of protection afforded to the Town. Any **Insured vs. Insured** language shall be amended to eliminate any conflicts or coverage restrictions between the respective Insureds.
- B. Acceptability of Insurers:  
 Consultant's policies shall be written by insurance companies authorized to do business in the State of Connecticut, with a Best's rating of no less than A:VII, or otherwise deemed acceptable by the Town's Risk Manager.
- C. Subcontractors:  
 All subcontractors are required to comply with all the insurance requirements stated herein. The Consultant shall include all subcontractors as an Insured under its policies or shall furnish separate certificates and endorsements for each subcontractor.
- D. Waiver of Subrogation:  
 All required insurance policies shall include a waiver of subrogation clause that states that it is agreed that in no event shall the insurance company have any right of recovery against the Town. When the Consultant is self-insured, the Consultant agrees it shall not have any right of recovery against the Town.
- E. Claims-Made Form:  
 When insurance coverage is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the contract. The certificate of insurance shall state the retroactive date and that the coverage is claims-made. The Consultant shall maintain coverage for the duration of the contract and for the two (2) years following the completion of the contract. Evidence of such coverage shall be provided to the Town thirty (30) days prior to each policy expiration.
- F. Aggregate Limits:  
 When a general aggregate is used, the general aggregate limit shall apply separately to the project or shall be twice the occurrence limit. The certificate of insurance shall state the aggregate limits. The Consultant shall notify the Town with reasonable promptness with information concerning the erosion of limits due to claims paid under the general aggregate during the contract term. When the aggregate limit is eroded, the Consultant shall reinstate or purchase additional limits to meet the minimum limit requirements at the Consultant's expense.
- G. Deductibles and Self-Insured Retentions:  
 The certificate of insurance shall declare the deductibles and/or self-insured retentions for all required policies. The Consultant shall assume all costs related to the all deductibles or self-insured retentions.
- H. Notice of Cancellation or Nonrenewal:  
 Each required insurance policy shall not be suspended, voided, cancelled or reduced except after prior written notice has been given to the Town in compliance with Connecticut statutes Sec.38a-323 and Sec.38a-324.
- I. Other Insurance Provisions:
- 1) Consultant's insurance coverage shall be primary and non-contributory with respect to the Town. Any Town insurance or self-insurance shall be excess of the Consultant's insurance and shall not contribute with it.
  - 2) Required policies shall not contain any special limitations on the scope of protection afforded to the Town.
  - 3) Required policies shall state that the insurance coverage shall apply separately to each insured against whom a claim is made or suit is brought.
  - 4) Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the Town.
- J. Verification of Coverage:  
 The Consultant shall provide the Town with certificates of insurance, declaration pages, policy endorsements or provisions confirming compliance with this exhibit before work commences. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewal of expiring certificates shall be filed thirty (30) days prior to expiration. The Town reserves the right to require complete, certified copies of all required policies, at any time.

All insurance documents required by this exhibit should be mailed to: Town of West Hartford, Risk Management Division, 50 South Main Street, West Hartford, Connecticut 06107.

K. Failure to Purchase or Maintain Insurance:

If the Town or the Consultant is damaged by failure of the Consultant to purchase or maintain the required insurance, the Consultant shall bear all reasonable costs including, but not limited to, attorney's fees and costs of litigation, properly attributable thereto.

\_\_\_\_\_  
Duly Authorized

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Print Name Here)