ORIGINAL

PROPOSALS

TOWN OF GUILFORD

RFQ/RFP #3-1617

REQUEST FOR QUALIFICATIONS AND PROPOSALS
WATER MAIN EXTENSION FOR
MULBERRY POINT, TUTTLES POINT & LONG COVE
FINAL DESIGN AND CONSTRUCTION DOCUMENTS AND
CONSTRUCTION ADMINISTRATION

TABLE OF CONTENTS

I. LEGAL NOTICE

II. GENERAL SPECIFICATIONS

III. SUBMISSION OF QUALIFICATION STATEMENT/FEE PROPOSALS

IV. MINIMUM REQUIREMENTS FOR CONSULTANT FIRM AND STAFF

V. CRITERIA FOR AWARD/METHOD OF SELECTION

VI. TIMELINE OF THE RFQ PROCESS

VII. GENERAL TERMS AND CONDITIONS

VIII. AFFIDAVITS/FEE PROPOSAL FORM

I.

LEGAL NOTICE

TOWN OF GUILFORD
REQUEST FOR QUALIFICATIONS AND PROPOSALS
RFQ/RFP #3-1617
WATER MAIN EXTENSION FOR MULBERRY POINT, TUTTLES POINT & LONG COVE
FINAL DESIGN AND CONSTRUCTION DOCUMENTS & CONSTRUCTION ADMINISTRATION

The Town of Guilford is seeking statement of qualifications and proposals from qualified firms to complete/finalize project design, prepare construction documents, and perform construction administration of the proposed Water Main Extension project to serve the residential homes in Mulberry Point, Tuttles Points and Long Cove. Interested firms are required to submit two copies of their proposal and qualification statements in separate sealed envelopes no later than **August 23, 2016** at 2:00 p.m. in the Office of the First Selectman, Second Floor, 31 Park Street, Guilford, Connecticut 06437. Please include one flash drive of the qualification statement only. Late submittals will be rejected. *Respondents shall submit the 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 from the Town of Guilford's website at www.ci.guilford.ct.us and the Connecticut Department of Administrative Services procurement website. Questions regarding the specifications may be directed, in writing only, to Dennis Johnson the Director of Health at johnsond@ci.guilford.ct.us with a copy to the Purchasing Department at millmanp@ci.guilford.ct.us.

The agreement for this request shall be awarded to the most responsive qualified firm, in accordance with of Connecticut State Agencies Section 22a-482-4 (i) ARCHITECTURAL/ ENGINEERING PROCUREMENT REQUIREMENTS.

Each firm Regulations shall honor their proposal for ninety (90) business days from the date of proposal opening, without modification. Upon award of the professional services agreement, the selected firm shall be bound by the agreed price throughout the contract period.

Any Contract awarded under this request for qualifications and proposals is expected to be funded by a loan from the State of Connecticut Drinking Water State Revolving Fund (DWSRF) and will be subject to requirements of subsections (h), (i) and (o) of Section 22a-482-4 of the Regulations of Connecticut State Agencies (RCSA). The State of Connecticut will not be a party to this request or any resulting contract.

Firms are expected to utilize Minority and Woman Business Enterprises (MBE/WBE) subcontractors in performing the proposed work. Minority and Women's Business Enterprise (MBE/WBE) subcontractor participation, expressed as a percentage of total contract amount, shall be a minimum of 8.0 percent with the following makeup: MBE - 3.0 percent and WBE – 5.0 percent.

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

Joseph S. Mazza
First Selectman

II. GENERAL SPECIFICATIONS:

Engineering firm shall complete/finalize project design and prepare construction documents for the proposed water main extension to allow the Town to proceed with the contract bidding. The Town has initially drafted plans and specifications for this project and assistance from engineering firm is being sought to finalize the documents for construction contract bidding. Construction documents shall be prepared in accordance with American Water Works Association (AWWA) standards, Connecticut Department of Public Health water main technical standards, and applicable DWSRF requirements.

Engineering firm shall assist the Town in the preparation of the water main bid proposal. The Town of Guilford is providing the following documents and drawings for reference:

1. Preliminary water main drawings herein (Public Water System Extension Plan), showing the location, elevations and profile of the proposed water main. The locations of the water main are preliminary and will be subject to adjustment during the design phase of the project.

2. Water Supply Study, Mulberry Point, Tuttles Point and Indian Cove Feasibility Report herein (Feasibility Report) dated December 2011.

3. Water Supply Study, Mulberry Point, Tuttles Point and Indian Cove Feasibility Report, Rev. August 2012,herein (Feasibility Report Revision) dated December 2011.

4. Map of Proposed water main route through proposed service area, herein (Water main Installation Map), dated 12/16/14

Engineering firm shall provide construction administration and engineering services for the water main installation project. The scope of work under this phase may include, but are not limited to, any combination of the following items: contract bidding services, pre-construction services, construction services and post-construction support services. The engineering firm is requested to submit a plan outlining the engineering approaches and scope of work to successfully implement the water main extension project.

III. SUBMISSION OF QUALIFICATION STATEMENTS / 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.

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 RFP.

C. Affidavits:

Non-Collusion Non-Conflict Affidavit and;

EEO/Affirmative Action Affidavit (both attached hereto)

D. Proposals:

In a separate sealed envelope, Respondents are required to submit a proposal in the format provided on the attached Exhibit.

IV. MINIMUM REQUIREMENTS FOR CONSULTANT FIRM AND STAFF

Each proposing firm must clearly demonstrate that its staff meets or exceeds the following minimum requirements:

1. The Firm's Project Manager must be a professional engineer licensed to practice in Connecticut.

2. The Firm shall have demonstrated experience in water system hydraulics, (pressure zone creation), pump station design, water main design and installation.

3. The Firm shall have the ability to meet the contract WBE and MBE requirements.

4. The Firm must have provided services, similar to those being requested for at least three projects. Specific contact references, including scope of project and staff member in charge, must be included in the proposal.

5. The Firm must assign a principal person to the Town from among its senior staff. Proposals must include resumes of all professional staff members who might be assigned to the project.

The Town will form, a selection committee, which will include the Health Director (collectively, "Selection Committee"), that will evaluate the qualification submittals based on the above criteria. The proposals submitted by the candidates will be evaluated based on the criteria discussed in Section V. Further, the Selection Committee will contact the candidate that has highest score in the proposal evaluation for interview and engineering services fee negotiation. If both parties cannot agree on the amount of engineering services, the Town shall formally terminate the negotiations. The Town shall contact the second highest ranked engineering firm for interview and fee negotiation. This process shall continue until the Town reaches agreement on engineering services fee with an engineering firm with an acceptable proposal.

V. CRITERIA FOR AWARD/ METHOD OF SELECTION

Proposals shall be evaluated in accordance with the Qualification-Based Selection of Design Professionals as published in "A Guide for Project Owners" by the Connecticut QBS Council and the State of Connecticut RCSA Section 22a-482-4 (i). The award shall be made on the basis of the most responsive qualified firm. The following criteria will be considered in determining the highest qualified firm and such information requested below shall be highlighted in the proposal:

1. Competence to perform the services as reflected by technical training and education; general experience; experience of the assigned staff in providing the required services; and the qualifications and competence of persons who would be assigned to perform the services in a timely manner;

2. Ability to perform the services as reflected by workload and the availability of adequate personnel, equipment, and facilities to perform the service expeditiously;

3. Past performance as reflected by the evaluation of private persons and officials of other governmental entities that have retained the services of the firm with respect to such factors as control of costs, quality of work, ability to assist in obtaining funding and an ability to meet deadlines.

4. Narrative description of the approach and scope of work to substantiate firm's understanding of the project objectives;

5. Personnel assigned to perform the tasks. The Project Manager must have demonstrated experience with domestic drinking water main design and operations and permitting procedures. Experience with federal, state and local funding is recommended.

6. Information demonstrating experience with water main installation projects, particularly those where the firm's concepts, design and construction have been applied and implemented.

7. Services offered under this contract;

8. Fulfillment of project proposal requirements;

9. Completion of required information demonstrating the ability to perform the required tasks;

10. Experience and familiarity with projects funded by the Drinking Water State Revolving Fund Program.

The contract will be awarded based on a successful negotiated contract with the Town. The Town of Guilford reserves the right to reject any or all parts of the proposal or parts thereof and to negotiate with the next qualified offeror.

VI. *TENTATIVE* TIMELINE OF THE RFQ PROCESS

RFQ and fee proposal envelopes due: Tuesday **August 23, 2016** no later than 2:00 p.m.
Selection Committee/Department Head review and optional interviews of firms: **End of August, 2016**
BOS award and notice to all firms: **August/September, 2016**
(Subject to successful contract negotiation)

All inquiries relative to the specifications must be made in writing to the Dennis Johnson, the Director of Heath at johnsond@ci.guilford.ct.us with a copy to Town Purchasing Department at millmanp@ci.guilford.ct.us on or before **Wednesday August 17, 2016 at noon.**

VII. 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 Selection Committee.

4. Oral Agreements – The Selection Committee 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, promulgate June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgate 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, promulgate 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 **$400,000** 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.)

   If the Town is receiving state funds to pay for this project, the contractor who is selected to perform this project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

   The contractor shall be required to make good faith efforts to place a minimum of twenty-five percent (25%) of the subcontracts awarded by the general contractor/construction manager at risk with eligible contractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under provisions of CONN. GEN. STAT § 4a-60g, as amended. (25% of the work with DAS certified Small and Minority owned business(s) and 25% of that work with DAS certified Minority, Women, and/or Disabled owned businesses.)

C. INSURANCE REQUIREMENTS

1. General Requirements.

The awarded firm 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 firm'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. The Certificate of Insurance shall evidence all required insurances, including Additional Insured and Waivers of Subrogation.

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.

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.

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.

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).

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.

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.

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.

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 AND FEE PROPOSAL FORM

NON-COLLUSIVE / NON-CONFLICT AFFIDAVIT OF RESPONDENTS

FOR: RFQ/RFP #4-1516 WATER MAIN EXTENSION DESIGN

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___.

_____ My Commission Expires_____
Notary Public Date

AFFIRMATIVE ACTION/EEO AFFIDAVIT

FOR: RFQ/RFP #4-1516 WATER MAIN EXTENSION DESIGN

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 Bidder: _____

Business Name: _____
Business Address: _____

_____
Signature and Title of Person

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

_____ My Commission Expires _____
Notary Public date

PROPOSAL FORM

FOR: RFQ/RFP #3-1617 WATER **MAIN EXTENSION DESIGN**

RFQ/RFP DUE: Tuesday August 23, 2016 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 #3-1617. We have read the RFQ/RFP documents and are submitting our bid in full compliance with all terms and conditions except as noted below under "Exceptions."

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) two original contracts, 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:

TOTAL FEE PROPOSAL amount:

$_____ ($_____)
(Write amount in words) (Write dollar amount)

Exceptions:_____
_____
_____
_____
_____
_____

The undersigned authorized representative hereby submits the above bid to the Town of Guilford.

Name of Contractor Entity: _____

By _____
Print Name and Title: _____
Duly authorized