

TOWN OF CHESHIRE, CONNECTICUT

**REQUEST
FOR QUALIFICATIONS**

**INFILTRATION/INFLOW STUDY
& PLANT CAPACITY EVALUATION**

RFQ# 2324-16

January 30, 2024

REQUEST FOR QUALIFICATIONS

Proposal Number: 2324-16
RFQ Issue Date: 1/30/2024
Receipt of RFQ: 2/27/2024 @ 11:00 a.m.
Drop Off Place: Cheshire Town Hall, Room 213

The Town of Cheshire and its Water Pollution Control Authority (WPCA) are seeking Statements of Qualifications from qualified engineering firms for the purpose of selecting a consultant to perform an Infiltration/Inflow (I/I) Study of the Town’s gravity sewer collection system and to conduct a hydraulic capacity evaluation of the Town’s Water Pollution Control Plant (WPCP) (the “Project”). Engineers must have experience conducting I/I and capacity studies in accordance with Connecticut Department of Energy and Environmental Protection (DEEP) guidelines, regulations and requirements.

Any contract awarded under this request for qualifications is expected to be funded in part by the State of Connecticut, Department of Energy and Environmental Protection. This procurement will be subject to requirements contained in Section 22a-482-4(h), (i), and (o) of the regulations of Connecticut State Agencies. The State of Connecticut will not be a party to this request for qualifications or any resulting contract.

One (1) original, and two (2) copies of sealed submissions must be received in the Cheshire Town Hall, Room 213 (Department of Public Works and Engineering), 84 South Main Street, Cheshire, CT 06410 by the date and time noted above. The Town of Cheshire (the “Town”) will not accept submissions by e-mail or fax. The Town will reject proposals received after the date and time noted above.

The documents comprising the Request for Qualifications (“RFQ”) may be obtained on the Town's website, www.cheshirect.org under “Bids and RFPs”. **Each respondent is responsible for checking the Town’s website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.**

The Town reserves the right to amend or terminate this Request for Qualifications, accept all or any part of a submission, reject all submissions, waive any informalities or non-material deficiencies in a submission, and award the proposal to the proposer that, in the Town's sole discretion and judgment, will be in the Town's best interests. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and technical resources.

An Affirmative Action/Equal Opportunity Employer. Minority/Women's Business Enterprises are encouraged to apply. This contract is subject to state set-aside and contract compliance requirements.

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- ❖ Addenda, if any
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STANDARD INSTRUCTIONS TO PROPOSERS

1. INTRODUCTION

The Town of Cheshire (the “Town”) is soliciting sealed submissions for **INFILTRATION AND INFLOW STUDY AND PLANT CAPACITY EVALUATION (RFQ #2324-16)**. This RFQ is not a contract offer, and no contract will exist unless and until a written contract is signed by the Town and the successful qualified consultant.

Interested parties should submit their qualifications in accordance with the requirements and directions contained in this RFQ. **Respondents are prohibited from contacting any Town employee, officer or official concerning this RFQ, except as set forth in Section 6, below. A proposer’s failure to comply with this requirement may result in disqualification.**

If there are any conflicts between the provisions of these Standard Instructions to Proposers and any other documents comprising this RFQ, these Standard Instructions to Proposers shall prevail.

2. RIGHT TO AMEND OR TERMINATE THE RFQ OR CONTRACT

The Town may, before or after proposal opening and in its sole discretion, clarify, modify, amend or terminate this RFP if the Town determines it is in the Town’s best interest. Any such action shall be effected by a posting on the Town’s website, www.cheshirect.org, under “Bids and RFPs.” **Each proposer is responsible for checking the Town’s website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFQ as modified by the addenda.**

3. KEY DATES

RFQ Issue Date:	1/30/2024
Receipt of RFQ:	2/27/2024
Scope and Fee Negotiations:	3/13/2024*
DEEP Approval of Scope and Fee:	3/27/2024*
Preliminary Notice of Award:	4/1/2024*
Contract Execution:	4/8/2024*

***Dates are anticipated, not certain, and are subject to change.**

4. OBTAINING THE RFQ

All documents that are a part of this Request for Proposal may be obtained on the Town’s website, www.cheshirect.org, under “**Bids and RFPs.**”

5. SUBMISSION INSTRUCTIONS

Statements of Qualifications must be received in the Cheshire Town Hall, **Department of Public Works and Engineering, Room 213, 84 South Main Street, Cheshire, CT 06410** by the date and time set forth above and herein. Postmarks prior to the opening date and time do **NOT** satisfy this condition. The Town will not accept submissions by e-mail or fax. Proposers are solely responsible for ensuring timely delivery. The Town will **NOT** accept late proposals.

One (1) original, two (2) copies of all relative documents must be submitted in sealed, opaque envelopes clearly labeled with the proposer's name, the proposer's address, the words "**QUALIFICATION DOCUMENTS,**" and the **Submission Title, Submission Number** and **Submission Review Date**. The Town may decline to accept submissions in unmarked envelopes that the Town opens in its normal course of business. The Town may, but shall not be required to, return such documents and inform the consultant that the documents may be resubmitted in a sealed envelope properly marked as described above.

Qualifications submissions may be withdrawn personally or in writing provided that the Town receives the withdrawal prior to the time and date the submissions are scheduled to be opened. Submissions are considered valid, and may not be withdrawn, cancelled, or modified, for sixty (60) days after the opening date, to give the Town sufficient time to review, investigate the qualifications, secure any required municipal approvals, and execute a binding contract with the successful qualified consultant.

6. QUESTIONS AND AMENDMENTS

Questions concerning the RFQ's Documents are to be submitted **in writing** (including by e-mail or fax) and directed **only to**:

Name:	Marek L. Kement, P.E.,L.S.
Department:	Engineering
E-mail:	mkement@cheshirect.org
Fax:	203-271-6659

Qualified consultants are prohibited from contacting any other Town employee, officer or official concerning this RFQ. A consultant's failure to comply with this requirement may result in disqualification.

The appropriate Town representative listed above must receive any questions from proposer no later than seven (7) business days before the proposal opening date. Questions received after the foregoing deadline will not be answered. That representative will confirm receipt of a proposer's questions by e-mail. The Town will answer all written questions by issuing one or more addenda, which shall be a part of this RFP and the resulting Contract, containing all questions received as provided for above and decisions regarding same.

At least four (4) calendar days prior to proposal opening, the Town will post any addenda on the Town's website, www.cheshirect.org, under "Bids and RFPs." **Each consultant is responsible for checking the website to determine if the Town has issued any addenda and, if so, to complete its submission in accordance with the RFQ as modified by the addenda.**

No oral statement of the Town, including oral statements by the Town representative(s) listed above, shall be effective to waive, change or otherwise modify any of the provisions of this RFQ, and no proposer shall rely on any alleged oral statement.

7. ADDITIONAL INFORMATION

- 7.1 **TERMINATION OF CONTRACT:** Contracts shall remain in force for the period within which the selected proposer must perform as set forth in the proposal, unless an extension has been agreed upon as evidenced by a contract extension executed in writing by both the selected proposer and the Town.
- 7.2 **ASSIGNMENT:** Consultant shall not assign, transfer or subcontract this contract or its obligations hereunder without the prior written consent of the Town, which consent may be withheld in the Town's sole discretion.
- 7.3 **DEFAULT:** The contract may be terminated by the Town by written notice of default to the upon non-performance or breach of the contract terms. The awarded proposer shall be obligated to pay the Town for all losses, damages, costs and expenses, including the cost of re-procurement, and attorney's fees incurred defending claims arising from such default and in seeking recovery of all such costs and expenses from proposer and/or its surety. Upon a termination for cause, the Town shall have no further obligation to issue payments to the proposer until resolution of the dispute.
- 7.4 **CONFLICT:** To the extent any of the contract terms set forth herein conflict with the terms of the form Contract entered into by the parties, the Contract terms shall control.
- 7.5 **COVID-19:** Proposers shall anticipate and incorporate into their proposals all potential costs and delays related to a public health emergency such as the COVID-19 coronavirus pandemic, including the cost of compliance with rules, regulations, guidelines and recommendations issued by public authorities. Potential costs may include but are not limited to, costs related to inefficiency, lost productivity, delays of performance, social distancing, manpower levels, project scheduling, coordination, material/product supply chain delays and disruptions, delivery delays, material escalation, and any other potential costs. In no event shall the Town be liable for any such costs and/or delays.
- 7.6 **COMPLIANCE WITH REQUIREMENTS OF FUNDING SOURCE:** The project is being funded, in part, with funds from the State of Connecticut Department of Energy and Environmental Protection (DEEP), Clean Water Fund (CWF). The respondent to whom a contract is awarded is solely and completely responsible for familiarizing itself with the State's requirements and compliance with same.
- 7.7 **CLARIFICATION:** The Town reserves the right, either before or after the opening of proposals, to ask any proposer to clarify its proposal or to submit any additional information that the Town in its sole discretion deems desirable.

8. COSTS FOR PREPARING PROPOSAL

Each proposer's costs incurred in developing its proposal are its sole responsibility, and the Town shall have no liability for such costs.

9. OWNERSHIP OF PROPOSALS

All proposals submitted become the Town's property and will not be returned to proposers.

10. FREEDOM OF INFORMATION ACT

All information submitted in a response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended and judicially interpreted. A proposer's responses may contain financial, trade secret or other data that it claims should not be public (the "Confidential Information"). A proposer must identify specifically the pages and portions of its proposal or additional information that contain the claimed Confidential Information by visibly marking all such pages and portions. Provided that the proposer cooperates with the Town as described in this section, the Town shall, to the extent permitted by law, protect from unauthorized disclosure such Confidential Information.

If the Town receives a request for a proposer's Confidential Information, it will promptly notify the proposer in writing of such request and provide the proposer with a copy of any written disclosure request. The proposer may provide written consent to the disclosure or may object to the disclosure by notifying the Town in writing to withhold disclosure of the information, identifying in the notice the basis for its objection, including the statutory exemption(s) from disclosure. The proposer shall be responsible for defending any complaint brought in connection with the nondisclosure, including but not only appearing before the Freedom of Information Commission, and providing witnesses and documents as appropriate.

11. REQUIRED DISCLOSURES

In its Proposal Form each proposer must disclose, if applicable:

- Its inability or unwillingness to meet any requirement of this RFQ, including but not limited to any of the Contract Terms contained in Section 26, below;
- If it is listed on the State of Connecticut's or United States Government (including any agency thereof) Debarment List;
- If it is ineligible, pursuant to Conn. Gen. Stat. § 31-57b, to be awarded the Contract because of occupational safety and health law violations;
- All resolved and pending arbitration and litigation matters in which the proposer or any of its principals (regardless of place of employment) has been involved within the last seven (7) years;
- All criminal proceedings in which the proposer or any of its principals (regardless of place of employment) has ever been the subject; and

- Each instance in which it or any of its principals (regardless of place of employment) has ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of proposals or bids or the performance of work on public works projects or contracts.

A consultant's acceptability based on these disclosures lies solely in the Town's discretion. A failure to disclose or an inaccurate response shall, in the Town's sole discretion, be grounds for disqualification.

12. REFERENCES

Refer to Submittal Requirements section in this RFQ.

13. LEGAL STATUS

If a proposer is a corporation, limited liability company, or other business entity that is required to register with the Connecticut Secretary of the State's Office, it must have a current registration on file with that office. The Town may, in its sole discretion, request acceptable evidence of any proposer's legal status.

14. PROPOSAL (BID) SECURITY

Not Applicable to this RFQ.

15. PRESUMPTION OF BIDDER'S FULL KNOWLEDGE

Each proposer is responsible for having read and understood each document in this RFQ and any addenda issued by the Town. A proposer's failure to have reviewed all information that is part of or applicable to this RFQ, including but not limited to any addenda posted on the Town's website, shall in no way relieve it from any aspect of its proposal or the obligations related thereto.

Each proposer is deemed to be familiar with and is required to comply with all federal, state and local laws, regulations, ordinances, codes and orders that in any manner relate to this RFQ or the performance of the work described herein.

By submitting a proposal, each proposer represents that it has thoroughly examined and become familiar with the scope of work outlined in this RFQ, and it is capable of performing the work to achieve the Town's objectives. If applicable, each proposer shall visit the site, examine the areas and thoroughly familiarize itself with all conditions of the property before preparing its proposal.

16. SUBSTITUTIONS

Not applicable in this RFQ.

17. TAX EXEMPTIONS

The Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes. Federal Tax Exempt #066-001971. Exemption from State sales tax per Conn. Gen. Stat. Chapter 219, § 12-412(1). No exemption certificates are required, and none will be issued.

18. INSURANCE

The successful consultant shall, at its own expense and cost, obtain and keep in force at least the insurance listed in the Insurance Requirements that are a part of this RFQ. The Town reserves the right to require from the successful proposer a complete, certified copy of any required insurance policy.

19. PERFORMANCE SECURITY

Not Applicable to this RFQ.

20. DELIVERY ARRANGEMENTS

Not Applicable to this RFQ.

21. AWARD CRITERIA / SELECTION / CONTRACT EXECUTION

All submissions will be reviewed by the Town and evaluated based on the qualifications outlined in this RFQ. The Town may elect to shortlist up to three (3) submissions for an in-person interview.

The Town reserves the rights to accept all or any part of a submission, reject all submissions, and waive any informalities or non-material deficiencies in a submission.

The Town will accept the proposal that, all things considered, the Town determines is in its best interests. Due consideration will be given to a proposer's experience, demonstrated expertise on similar projects, references, service record, demonstrated ability to respond promptly to requests, past performance, and other criteria relevant to the Town's interests, including compliance with the procedural requirements stated in this RFQ.

The Town will not award the proposal to any business that or person who is in arrears or in default to the Town with regard to any tax, debt, charge, contract, security or any other obligation.

The Town will select the proposal that it deems to be in the Town's best interest and issue a Preliminary Notice of Award to the successful proposer. The award may be subject to further discussions with the proposer. **The making of a preliminary award to a proposer does not provide the proposer with any rights and does not impose upon the Town any obligations. The Town is free to withdraw a preliminary award at any time and for any reason. A proposer has rights, and the Town has obligations, only if and when a Contract is fully executed by the Town and the proposer.**

If the proposer does not execute the Contract provided by the Town, without alteration or modification, within five (5) business days of the date of the Preliminary Notice of Award, unless extended by the Town, the Town may call any proposal security provided by the proposer and may enter into discussions with another proposer.

22. AFFIRMATIVE ACTION AND EQUAL OPPORTUNITY

Each proposer must submit a completed Proposer's Certification Concerning Equal Employment Opportunities and Affirmative Action Policy form included with this RFP. Proposers with fewer than ten (10) employees should indicate that fact on the form and return the form with their proposals.

23. NONRESIDENT REAL PROPERTY CONSTRUCTION CONTRACTORS

Not Applicable in this RFQ.

24. COMPLIANCE WITH IMMIGRATION LAWS

By submitting a proposal, each proposer confirms that it has complied, and during the term of the Contract will comply, with the Immigration Reform and Control Act ("IRCA") and that each person it provides under the Contract will at all times be authorized for employment in the United States of America. Each proposer confirms that it has a properly completed Employment Eligibility Verification, Form I-9, for each person who will be assigned under the Contract and that it will require each subcontractor, if any, to confirm that it has a properly completed Form I-9 for each person who will be assigned under the Contract.

The successful proposer shall defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), against any and all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including fines, penalties, punitive damages, attorney's fees and costs, brought or assessed against, or incurred by, the Town Indemnified Parties related to or arising from the obligations under IRCA imposed upon the successful proposer or its subcontractor. The successful proposer shall also be required to pay any and all attorney's fees and costs incurred by the Town Indemnified Parties in enforcing any of the successful proposer's obligations under this provision, whether or not a lawsuit or other proceeding is commenced, which obligations shall survive the termination or expiration of the Contract.

25. NON COLLUSION AFFIDAVIT

Each proposer shall submit a completed Proposer's Non Collusion Affidavit that is part of this RFQ.

26. MUNICIPAL PUBLIC WORKS CONTRACT REQUIREMENTS

Not applicable to this RFQ

27. CONTRACT TERMS

A contract template has been provided with this Request for Qualifications. By submitting a proposal, the Proposer acknowledges and agrees that it will execute the contract submitted to it for execution by the Town, without alteration or modification by the Proposer, within five (5) days of receipt of notice of award. The following provisions are among the mandatory terms of the Town's Contract with the successful proposer. If a proposer is unwilling or unable to meet any of these Contract Terms, it must disclose that inability or unwillingness in its Proposal Form (see Section 11 of these Standard Instructions to Proposers):

a. DEFENSE, HOLD HARMLESS AND INDEMNIFICATION

The successful proposer agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers, boards, commissions, committees, and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including attorney's fees, arising

out of or relating, directly or indirectly, to the successful proposer's performance of the contract, including but not limited to proposer's malfeasance, misconduct, negligence or failure to meet its obligations under the RFP or the Contract. The successful proposer's obligations under this section shall not be limited in any way by any limitation on the amount or type of the successful proposer's insurance. Nothing in this section shall obligate the successful proposer to indemnify the Town Indemnified Parties against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of the Town Indemnified Parties.

In any and all claims against the Town Indemnified Parties made or brought by any employee of the successful proposer, or anyone directly or indirectly employed or contracted with by the successful proposer, or anyone for whose acts or omissions the successful proposer is or may be liable, the successful proposer's obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by the successful proposer under workers' compensation acts, disability benefit acts, or other employee benefits acts.

The successful proposer shall also be required to pay any and all attorney's fees incurred by the Town Indemnified Parties in enforcing any of the successful proposer's obligations under this section, which obligations shall survive the termination or expiration of this RFQ and the Contract.

As a municipal agency of the State of Connecticut, the Town will NOT defend, indemnify, or hold harmless the successful proposer.

b. ADVERTISING

The successful proposer shall not name the Town in any advertising, news releases, or promotional efforts without the Town's prior written approval.

If it chooses, the successful proposer may list the Town in a Statement of References or similar document required as part of its response to a public procurement. The Town's permission to the successful proposer to do so is not a statement about the quality of the successful proposer's work or the Town's endorsement of the successful proposer.

c. W-9 FORM

The successful proposer must provide the Town with a completed W-9 form before Contract execution.

d. PAYMENTS

All other payments are to be made 30 days after the appropriate Town employee receives and approves the invoice, unless otherwise specified in the Specifications or Contract.

"In each of its contracts with subcontractors or materials suppliers, the successful proposer shall agree to pay any amounts due for labor performed or materials furnished not later than thirty (30) days after the date the successful proposer receives payment from the Town that encompasses the labor performed or materials furnished by such subcontractor or material supplier. The successful proposer shall also require in each of its contracts with subcontractors that such subcontractor shall, within thirty (30) days of receipt of payment from the successful proposer, pay any amounts due any sub-subcontractor or material supplier, whether for labor performed or materials furnished.

Each payment application or invoice shall be accompanied by a statement showing the status of all pending change orders, pending change directives and approved changes to the Contract. Such statement shall identify the pending change orders and pending change directives and shall include the date such change orders and change directives were initiated, additional cost and/or time associated with their performance and a description of any work completed. The successful proposer shall require each of its subcontractors and suppliers to include a similar statement with each of their payment applications or invoices.”

e. TOWN INSPECTION OF WORK/PRODUCTS

The Town may inspect the successful proposer's work at all reasonable times. This right of inspection is solely for the Town's benefit and does not transfer to the Town the responsibility for discovering patent or latent defects. The successful proposer has the sole and exclusive responsibility for performing in accordance with the Contract.

Work shall conform with the State of Connecticut Department of Transportation Form 818 and the Town of Cheshire Guidelines and Specifications for Public Improvements which are available on the Town’s website at: www.cheshirect.org

Should an apparent conflict between these two specifications arise then the Contractor shall submit a request for resolution of the discrepancy in writing and the Town shall respond in writing as to which better satisfies the intent of the design and will take precedence.

f. REJECTED WORK OR MATERIALS

Not Applicable in this RFP.

g. MAINTENANCE AND AVAILABILITY OF RECORDS

The successful proposer shall maintain all records related to the work described in the RFQ for a period of five (5) years after final payment under the Contract or until all pending Town, state and federal audits are completed, whichever is later. Such records shall be available for examination and audit by Town, state and federal representatives during that time.

h. SUBCONTRACTING

Prior to entering into any subcontract agreement(s) for the work described in the Contract, the successful proposer shall provide the Town with written notice of the identity (full legal name street address, mailing address (if different from street address), and telephone number) of each proposed subcontractor. The Town shall have the right to object to any proposed subcontractor by providing the successful proposer with written notice thereof within seven (7) business days of receipt of all required information about the proposed subcontractor. If the Town objects to a proposed subcontractor, the successful proposer shall not use that subcontractor for any portion of the work described in the Contract.

All permitted subcontracting shall be subject to the same terms and conditions as are applicable to the successful proposer. The successful proposer shall remain fully and solely liable and responsible to the Town for performance of the work described in the Contract. The successful proposer also agrees to promptly pay each of its subcontractors within thirty (30) days of receipt of payment from the Town or otherwise in accordance with law. The successful proposer shall assure compliance with

all requirements of the Contract. The successful proposer shall also be fully and solely responsible to the Town for the acts and omissions of its subcontractors and of persons employed, whether directly or indirectly, by its subcontractor(s).

i. PREVAILING WAGES

Not Applicable in this RFQ.

j. PREFERENCES

Not Applicable in this RFQ.

k. WORKERS COMPENSATION

Prior to commencing work on the Project, the successful proposer shall furnish to the Town (1) sufficient evidence of compliance with the workers' compensation insurance and self-insurance requirements of subsection (b) of Conn. Gen. Stat. section 31-284, and (2) a current statement from the State Treasurer that, to the best of his knowledge and belief, as of the date of the statement, the particular party was not liable to the state for any workers' compensation payments made pursuant to section 31-355. Contact the State Treasurer's Office for such statements.

Prior to Contract execution, the Town will require the tentative successful proposer to provide a current statement from the State Treasurer that, to the best of her knowledge and belief, as of the date of the statement, the tentative successful proposer was not liable to the State for any workers' compensation payments made pursuant to Conn. Gen. Stat. § 31-355.

l. SAFETY

Not Applicable in this RFQ.

m. COMPLIANCE WITH LAWS

The successful proposer shall comply with all applicable laws, regulations, ordinances, codes and orders of the United States, the State of Connecticut and the Town related to its proposal and the performance of the Contract.

n. LICENSES AND PERMITS

The successful proposer certifies that, throughout the Contract term, it shall have and provide proof of all approvals, permits and licenses required by the Town and/or any state or federal authority. The successful proposer shall immediately and in writing notify the Town of the loss or suspension of any such approval, permit, or license.

o. AMENDMENTS

The Contract may not be altered or amended except by the written agreement of both parties.

p. ENTIRE AGREEMENT

It is expressly understood and agreed that the Contract contains the entire agreement between the parties, and that the parties are not, and shall not be, bound by any stipulations, representations, agreements or promises, oral or otherwise, not printed or inserted in the Contract or its attached exhibits.

q. VALIDITY

The invalidity of one or more of the phrases, sentences or clauses contained in the Contract shall not affect the remaining portions so long as the material purposes of the Contract can be determined and effectuated.

r. CONNECTICUT LAW AND COURTS

The Contract shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut, and the parties irrevocably submit in any suit, action or proceeding arising out of the Contract to the jurisdiction of any court of the State of Connecticut, as applicable.

s. NON-EMPLOYMENT RELATIONSHIP

The Town and the successful proposer are independent parties. Nothing contained in the Contract shall create, or be construed or deemed as creating, the relationships of principal and agent, partnership, joint venture, employer and employee, and/or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of the Contract. The successful proposer understands and agrees that it is not entitled to employee benefits, including but not limited to workers compensation and employment insurance coverage, and disability. The successful proposer shall be solely responsible for any applicable taxes.

t. COMPLIANCE WITH SOLID WASTE DISPOSAL ACT

Not Applicable in this RFQ.

u. NON-DISCRIMINATION

Not Applicable in this RFQ.

SCOPE OF WORK

OVERVIEW:

The Town of Cheshire owns and operates a sanitary sewer collection system, fourteen remote wastewater pumping stations and an advanced secondary wastewater treatment plant. The Town provides wastewater collection and treatment services to approximately 5,000 residential customers, 450 commercial and industrial establishments, and the Cheshire Correctional Institute. The wastewater collection system consists of approximately 120 miles of collector sewers and interceptors (ranging in size from 8 to 36 inches in diameter) and 2,500 manholes. The oldest sewers in Cheshire were built around 1960. The Cheshire collection system experiences significant Inflow and extended periods of rain-induced Infiltration during and following a rain event. These events take the collection system several days to recover. The last I/I study was completed in 1990.

The Cheshire Water Pollution Control Plant (WPCP) treats an average daily flow of about 2.5 MGD. The WPCP was originally constructed in 1968 and underwent major upgrades in 1989, 2007 and 2015. The plants permitted design flows were increased from 3.5 to 4.0 MGD average daily flow and from 7.75 to 11.0 MGD peak hourly flow as part of the 2015 Upgrade. Although the plant is rated for a peak hour flow of 11.0 MGD, the WPCP experiences hydraulic issues and solids excursions which violate their NPDES discharge permit at peak flows closer to 9.0 MGD and lower. Known areas of hydraulic concerns include the Primary Settling Tanks, Final Settling Tanks, Denitrification Filters and UV System channels. Select WPCP Drawings are enclosed with this RFQ.

The Town of Cheshire and its Water Pollution Control Authority (WPCA) are seeking Qualifications Statements from qualified engineering firms for the purpose of selecting a consultant to prepare an Infiltration/Inflow (I/I) Study of the Town's gravity sewer collection system and to conduct a hydraulic capacity evaluation of the Town's Water Pollution Control Plant (WPCP). Engineers should have experience conducting studies in accordance with Connecticut Department of Energy and Environmental Protection (DEEP) guidelines.

REVIEW AND EVALUATION OF EXISTING INFORMATION:

The consultant will review and evaluate existing available information to gain an understanding of the specific services required to identify areas of excessive infiltration and inflow within the collection system. The following information will be made available to the selected consultant.

- GIS database information including:
 - Collections system map in GIS format
 - Sewer layers
 - Parcel and aerial layers
- As-built drawings including:
 - 1968, 1989, 2007 and 2017 WPCP Drawings
- Previous engineering studies and reports including:
 - 1990 and 2000 I/I Studies
 - 2017 WPCP O&M Manual

FLOW MONITORING PROGRAM:

Based on the available collection system GIS database, the consultant will plan and implement a 12-week flow monitoring program during the spring of 2024. The flow monitoring program data will be utilized by the consultant to identify and prioritize areas of excessive I/I in the collection system and to calibrate and validate the collection system hydraulic model.

The consultant will install, calibrate, and maintain approximately 25 flow metering devices, two groundwater gauges, and two rain gauges at selected locations throughout the collection system. Field reconnaissance will be conducted at each proposed flow metering site to assess hydraulic conditions and overall suitability. Five-minute data will be compiled, reviewed, and made available to the Town via the consultant's website bi-weekly.

COLLECTION SYSTEM HYDRAULIC MODEL:

Based on the information contained in the updated collection system GIS database, the consultant will develop a hydraulic model that accurately represents current collection system conditions and is appropriate for supporting long term planning and future design projects to reduce excessive I/I and address collection system capacity issues.

The hydraulic model will be calibrated and validated for dry and wet weather flow conditions utilizing the rainfall and flow metering data collected during the flow monitoring program.

INFILTRATION/INFLOW STUDY REPORT:

The consultant will utilize the collection system database information, the flow monitoring program data, and the hydraulic model to identify areas of excessive infiltration and inflow within the collection system. The consultant will quantify base wastewater flow, infiltration, inflow and rainfall induced infiltration (RII) components of flow in each meter area. Based on the infiltration rates and inflow/RII volumes in each meter area, the consultant will develop recommendations for a Sewer System Evaluation Survey (SSES) to identify I/I sources in areas likely to be cost-effective for implementation of rehabilitation activities. The I/I Study Report will include specific SSES tasks to be conducted, an estimated cost for the SSES and an implementation schedule with the intent to amend the contract and CWF planning grant for the SSES work.

WPCP CAPACITY EVALUATION:

The consultant will:

- Review, tabulate and evaluate the existing treatment plant influent flows based on historic monthly operating reports for the past three (3) years.
- Develop hydraulic profile calculations through the treatment facility from the influent through the plant outfall and develop a hydraulic profile drawing showing water surface elevations at key flows. This information will be utilized to confirm the current rated capacity of the WPCP, evaluate WPCP upgrade alternatives to maximize capacity and to reduce or eliminate any hydraulic bottlenecks.
- Prepare a report summarizing the findings of the capacity evaluation and identify any

recommended improvements.

Engineering consultants shall be selected using the Qualifications Based Selection (QBS) process. Any contract awarded under this Request for Qualifications (RFQ) is expected to be funded in part by Connecticut DEEP. This procurement will be subject to requirements contained in Section 22a-482-4(h), (i), and (o) of the regulations of Connecticut State Agencies. The State of Connecticut is not a party to this RFQ and will not be a party to any resulting contract. Any contract awarded under this RFQ is also subject to the availability of Town funding.

Qualified firms shall ensure that all appropriate licenses and certifications required by the State of Connecticut are in place and shall meet all municipal, state and federal affirmative action and equal employment opportunity practices.

MBE/WBE INVOLVEMENT:

This project is expected to be funded in part by the Connecticut DEEP Clean Water Fund (CWF) Program. The consultant shall be responsible for complying with all State of Connecticut DEEP and/or other state requirements including the utilization of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE).

SUBMITTAL REQUIREMENTS AND SELECTION PROCESS:

Evaluation of the Proposals and ultimate selection of the design consultant shall be based on the following criteria to be included in the submittal:

- Company profile & qualifications
- Project team including any subconsultants. Include bios and resumes for key team members
- Project understanding and proposed scope of work
- Experience on similar projects completed in the last five (5) years
- References (include at least five, with at least three being in Connecticut)

The Town will accept the proposal that, all things considered, the Town determines is in its best interests. Due consideration will be given to a proposer's experience, references, service, ability to respond promptly to requests, past performance, and other criteria relevant to the Town's interests, including compliance with the procedural requirements stated in this RFQ.

END SCOPE OF WORK AND SUBMITTAL REQUIREMENTS

INSURANCE REQUIREMENTS

The General Contractor and all Subcontractors shall carry the following insurances for the duration of the Project, in coordination with the GENERAL CONDITIONS OF THE CONTRACTOR FOR CONSTRUCTION AND THE SUPPLEMENTARY CONDITIONS OF THE CONTRACT FOR CONSTRUCTION. Insurance companies shall be licensed to do business in the State of Connecticut.

		(Minimum Limits)
General Liability*	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
Auto Liability*	Combined Single Limit (Each Accident)	\$1,000,000
Umbrella* (Excess Liability)	Combined single Limit (Each Occurrence)	\$1,000,000
	Aggregate	\$1,000,000
Professional Liability	Each Occurrence	\$2,000,000

* The Town of Cheshire shall be named as “Additional Insured.” Coverage is to be provided on a primary, noncontributory basis. Waiver of subrogation by the respondent awarded a contract must be provided.

If any policy is written on a “Claims Made” basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of the Contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the Contract for two (2) years from the completion date.

Workers Compensation: Statutory Limits

Employer’s Liability:	Each Accident	\$100,000
	Disease Each Employee	\$100,000
	Disease Policy Limit	\$500,000

Original, completed Certificates of Insurance must be presented to the Town prior to Contract execution. The successful bidder agrees to provide replacement/renewal certificates at least 60 days prior to the expiration of the policy. Should any of the above described policies be cancelled before the expiration date, written notice must be given to the Town thirty (30) days prior to cancellation.

END OF INSURANCE REQUIREMENTS

LEGAL STATUS DISCLOSURE FORM

Please fully complete the applicable section below, attaching a separate sheet if you need additional space.

For purposes of this disclosure, "permanent place of business" means an office continuously maintained, occupied and used by the proposer's regular employees regularly in attendance to carry on the proposer's business in the proposer's own name. An office maintained, occupied and used by a proposer only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied and used by a person affiliated with a proposer will not be considered a permanent place of business of the proposer.

IF A SOLELY OWNED BUSINESS:

Proposer's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business under sole proprietor or trade name _____

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

IF A CORPORATION:

Proposer's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business _____

Names of Current Officers

President Secretary Chief Financial Officer

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

IF A LIMITED LIABILITY COMPANY:

Proposer's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business _____

Names of Current Manager(s) and Member(s)

Name & Title (if any) Residential Address (street only)

Name & Title (if any) Residential Address (street only)

Name & Title (if any) Residential Address (street only)

Name & Title (if any) Residential Address (street only)

Name & Title (if any) Residential Address (street only)

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

IF A PARTNERSHIP:

Proposer's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business _____

Names of Current Partners

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

Sign on the next page

Proposer's Full Legal Name

(print)

Name and Title of Proposer's Authorized Representative

(signature)

Proposer's Representative, Duly Authorized

Date

END OF LEGAL STATUS DISCLOSURE FORM

PROPOSER'S CERTIFICATION

**Concerning Equal Employment Opportunities
And Affirmative Action Policy**

I/we, the proposer, certify 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>) and will comply with federal Executive Order 11246 (<https://www.dol.gov/agencies/ofccp/executive-order-11246/ca-11246>).
- 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.
- 9) I/we have read and understand the RFP Documents and all addenda, and our proposal has been made on the basis thereof.

Legal Name of Proposer

(signature)
Proposer's Representative, Duly Authorized

Name of Proposer's Authorized Representative

Title of Proposer's Authorized Representative

Date

PROPOSER’S NON COLLUSION AFFIDAVIT

The undersigned proposer, having fully informed himself/herself/itself regarding the accuracy of the statements made herein, certifies that:

- (1) the proposal is genuine; it is not a collusive or sham bid;
- (2) the proposer developed the proposal independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent competition;
- (3) the proposer, its employees and agents have not communicated the contents of the proposal to any person not an employee or agent of the proposer and will not communicate the proposal to any such person prior to the official opening of the proposal; and
- (4) no elected or appointed official or other officer or employee of the Town of Cheshire is directly or indirectly interested in the proposer’s bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

The undersigned proposer further certifies that this affidavit is executed for the purpose of inducing the Town of Cheshire to consider its proposal and make an award in accordance therewith.

Legal Name of Proposer

(signature)
Proposer’s Representative, Duly Authorized

Name of Proposer’s Authorized Representative

Title of Proposer’s Authorized Representative

Date

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

Notary Public
My Commission Expires:

EXISTING DRAWINGS AND MAPPING

(SEE ATTACHED)