



Town of Mansfield

Public Works Department

Request for Qualification (RFQ)

Professional Engineering Services for the Replacement of the Fueling Facility at the Town of Mansfield Highway Garage

Submission Deadline:

Thursday, October 29, 2015 at 2:00 PM

Submission Contact and Address:

John C. Carrington, P.E.
Public Works Director / Town Engineer
4 South Eagleville Road
Mansfield, Connecticut 06268

PublicWorks@mansfieldct.org
www.mansfieldct.gov

LEGAL NOTICE
THE TOWN OF MANSFIELD IS ACCEPTING SEALED
REQUEST FOR QUALIFICATIONS FOR:

**Professional Engineering Services for the Replacement of the Fueling Facility at the Town of
Mansfield Highway Garage**

Request for qualifications shall be submitted in the manner specified to the Public Works Department, 4 South Eagleville Road, Mansfield, CT 06268 until **2:00 p.m. on October 29, 2015.**

The Town will be accepting sealed qualifications for engineering design, bidding, and construction administration for the replacement of the existing fueling facility. Qualifications are to be submitted in four (4) complete sets, together with general information on the firm, the firm's brochure, and a project list with the description of similar services provided, along with a resume of key personnel who will be responsible for the daily activities in the various fields of expertise required to accomplish project requirements.

Information on this Request for Qualifications (RFQ) is available on the Town's website on www.mansfieldct.gov -> Legal Notices -> Select Bid Notices/RFPs/RFQs

The successful consultant shall provide services to the Town of Mansfield as it relates to the Replacement of the Fueling Facility at the Town of Mansfield Highway Garage. These may include but not limited to civil site design of project site, geotechnical borings for canopy foundations, inland wetland delineation, professional engineering services for design of a 12,000 to 15,000 gallon AST or UST diesel and unleaded fueling system with at minimum four filling stations (minimum two per fuel type). The selected firm will provide technical and bidding specifications for the project. The selected firm shall provide construction administration including shop drawing review and construction oversight.

Additionally, all interested firms shall submit a detailed statement indicating the organizational structure under which the firm proposes to conduct business. Proposed sub-consultants, sub-contractors, joint ventures, etc., should be clearly identified. The relationship to any "parent" firm or subsidiary firm with any of the parties concerned must be clearly defined.

The Town of Mansfield reserves the right to reject any or all Request for Qualifications and to accept any or all Request for Qualifications, if it is deemed to be in the best interest of the Town of Mansfield.

John Carrington, P.E.
Director of Public Works
Town of Mansfield, CT

Dated: October 7, 2015

Professional Engineering Services for the Replacement of the Fueling Facility at the Town of Mansfield Highway Garage

INTENT AND GENERAL INFORMATION

The Town of Mansfield is soliciting qualifications from engineering consulting firms qualified to design, specify, and complete construction administration for the removal of existing underground storage tanks (USTs) and replacement of the existing fueling system. All work performed under this contract shall be under the direction of a professional engineer licensed by the State of Connecticut. Consultants should be familiar with any State and Federal regulations that may apply when working on certain projects.

The Town will have sole discretion as to which projects, if any, will be assigned to the selected Consultants. The Town reserves the right to advertise via competitive request for Proposals any project it deems appropriate.

QUESTIONS / ADDENDA

Please direct any and all questions concerning this RFQ to the Town of Mansfield, Engineering Division in writing, via email at the following address: **PublicWorks@MansfieldCT.org**. Questions concerning this RFQ must be submitted no less than four (4) calendar days prior to the date qualifications are due. Addenda will be issued no less than three (3) calendar days prior to the date qualifications are due. Potential bidders are required to send notification to the following address, **PublicWorks@MansfieldCT.org**, if interested in bidding to ensure delivery of any and all addenda. The potential bidder shall also refer to the Town's website for issuance of any and all addenda, www.mansfieldct.gov -> Legal Notices & Hearings -> Bid Notices/RFPs/RFQs.

SUBMISSION OF RESPONSES

Four (4) copies of the response to this RFQ must be received at the Public Works Department, 4 South Eagleville Road, Mansfield, CT 06268. The sealed envelope must have the Proposer's name and address in the upper left hand corner and a reference to "**RFQ for Professional Engineering Services for the Replacement of the Fueling Facility at the Town of Mansfield Highway Garage**" due on **October 29, 2015 at 2:00 P.M.** All submissions must be received by the due date and time stated above. The Town will not accept any Statement of Qualifications after the deadline and shall return any late Proposal to the Proposer.

The Town reserves the right to reject any or all proposals and may waive any informality. All responses submitted will be considered to be the property of the Town. All business confidential information protected from disclosure under the State of Connecticut Freedom of Information Act must be clearly identified as such.

SCOPE OF SERVICES

The scope of work is to provide Professional Engineering Services for the Replacement of the Fueling System at the Town of Mansfield Highway Garage. The current fueling system contains single pump dispensing unleaded and diesel fuel from USTs which are approaching 30 years of age. At a minimum, the Town intends to remove the existing underground storage tanks, replace the current fueling facility's electrical system, fuel dispensers and pumps, fuel pipes, fuel tanks, canopy, and any other miscellaneous elements as may be deemed necessary. The Town of Mansfield has a T-2 Survey of the Highway Garage Area that will be made available to the successful firm.

The following are anticipated tasks that will be required of the successful engineering firm.

- Advance geotechnical borings for the purposes of designing the canopy foundations and/or material characterization, as required.
- Inland wetland delineation, if required, by a licensed Soil Scientist in the State of Connecticut.
- Design a program for the removal of the existing underground storage tanks.
- Design a temporary fuel station, if required, to serve the Town's needs while the new fueling facility is under construction.
- Professional engineering services for the design of a 12,000 to 15,000 gallon dual compartment AST or UST diesel and unleaded fueling system with at minimum four filling stations (minimum two per fuel type).
- Development of one hundred percent (100%) construction documents that shall include provisions for mechanical, electrical, plumbing, structural, civil, geotechnical data and life safety systems as well as any specific requirements relative to the fuel station operation.
- The selected firm will provide ready-to-bid Construction Documents according to the standardized divisions (disciplines) set forth by the Construction Specification Institute (CSI) for the bidding, award, and construction of the project.
- The selected firm shall provide construction administration including shop drawing review and construction oversight.
- The selected consultants must have adequate staffing to assure that staff is and will be available to handle several projects simultaneously to assure task continuity, prompt delivery of services and completion of assigned tasks.
- Local and State Permitting, as required.
- The selected consultant and the authorized Town representative will negotiate the compensation for each project based on the fee schedule outlined herein. The means of identifying projects will be through task orders.
- The removal and replacement of the fueling system shall be completed by June 15, 2016.

TIMELINE

RFQ Issued	October 7, 2015 4:30 PM
Last day for written questions	October 25, 2015 4:30 PM
Last day for addenda	October 26, 2015 4:30 PM
RFQ Responses due	October 29, 2015 2:00 PM
Selection Made	October 30, 2015
Interviews	November 12 and 13, 2015
Contract Negotiation	TBD

STATUS REPORTS

These services could include a formal reporting to the Town of Mansfield monthly. A project management report will be submitted which will outline the activities completed and variance(s) from planned activities for the previous month and planned activities for the upcoming month.

RECORD KEEPING

These services shall include, without limitation, submitting copies of all project correspondence to the Public Works Director. In addition, the selected consultant will maintain a duplicate set of files. Upon completion of the contract, the selected consultant will provide the Town, with field notes, measurements, material slips, and any other copies of material or pertinent data regarding the contract. These records shall be bound in chronological order, or as otherwise specified by the Town of Mansfield.

REQUESTED INFORMATION

Experience:

Please provide a detailed written summary of the firm's history and experience and capability in providing the full range of professional engineering services in the State of Connecticut and New England for the replacement of fueling systems.

References:

Please provide six (6) references with a brief written summary of the scope of work, contract amount, name, telephone number and timing of service.

Staffing Plan:

Please identify key personnel whom the firm has designated to work on projects under this contract, their state certifications, their background and experience and their areas and levels of responsibility. Please provide the resumes of all key personnel and a copy of current professional engineering license issued by the State of Connecticut.

Management Plan:

Describe Consultant's management system and how it will function to ensure timely delivery of the design, bidding package, and construction administration.

Demonstration of Project understanding:

Please provide a detailed written summary of the firm's plan to complete the project for the Town of Mansfield. This may include a scope of services. **Please do NOT present a Fee for services.**

Services Expected of the Town:

Define the nature and scope of all services to be provided by the Town.

EVALUATION AND AWARD

- The background and experience of the firm in providing the range of services requested or could be anticipated.
- The demonstrated effectiveness of the Consultant's proposed service delivery system to ensure quality service and timely completion of services.
- The Consultants' record of safety (Attachment A), certificate of non-collusion, and receipt of addenda.
- Having at least one individual directly involved in the project be a member of the Petroleum Equipment Institute (PEI) for the purposes of familiarity with PEI's Recommended Practices is recommended.
- The background, education, qualifications and relevant experience of key personnel to be assigned to this contract, especially those of the day-to-day project manager and licensed professionals required for the project.
- Appropriately licensed as a Professional Engineer by the State of Connecticut.
- References attesting to the quality of services performed and/or demonstrated ability of the Consultant.
- Proposer's demonstrated knowledge and familiarity with the Town and the areas where the work is proposed. Completion of a non-collusion certificate.

Selection Procedures

The Public Works Director reserves the right to reject any or all proposals or parts thereof for any reason, to negotiate changes to proposal terms and to waive minor inconsistencies with the RFQ. The Public Works Director reserves the right to make a selection on the basis of qualifications, experience in providing similar services elsewhere, the proposal's responsiveness to the RFQ requirements; and to negotiate a contract with the consultant.

Proposals in response to this RFQ will be reviewed against the criteria listed above, and award of the contract shall be made in accordance with standard purchasing procedures.

A Selection Committee shall assist the Public Works Director in choosing the successful respondent to provide the requested services. The committee will hold interviews of selected firms on November 12th and 13th.

CONDITIONS

Respondents to this RFQ will be expected to adhere to the following conditions and must make a positive statement to that effect in its proposal submitted:

- Have personnel/resources reserve sufficient to assure task continuity.
- Agree that any resultant contract may be terminated in the event of non-appropriation of funds.
- Agree to accept and follow management direction from the Town and specifically, the Town's designated personnel.
- Agree that if the Town cannot in good faith negotiate a written contract within a reasonable time with the selected Respondent, the Town may unilaterally cancel its selection of that Respondent.
- Agree that the contract (Attachment B) between the Town and the Respondent shall be governed by and construed in accordance with the laws of the State of Connecticut and the ordinances of the Town of Mansfield.
- The respondent shall maintain as a minimum the insurance requirements stated in Attachment C.

ATTACHMENT A

Forms

Acknowledgment of Addenda

Bidder acknowledges receipt of the following addenda:

No.

Date

CERTIFICATION OF NON-COLLUSION

The Undersigned certifies, under penalties of perjury:

That this Proposal has been made by the Proposer independently, and has been submitted without collusion, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in this procurement document, designed to limit independent bidding or competition;

That the contents of the proposal have not been communicated by the Proposer or it's employees or agents to any person not an employee or agent of the Proposer or it's surety or any bond furnished with the proposal, and will not be communicated to any such person prior to the official awarding of this procurement.

That I have fully informed myself regarding the accuracy of the statement made in the certificate.

SIGNATURE: _____

NAME: _____

FIRM: _____

TITLE: _____

DATE: _____



**Town of Mansfield
Department of Public Works
QUESTIONNAIRE CONCERNING OCCUPATIONAL
HEALTH AND SAFETY**

The Town of Mansfield is a political subdivision of the State of Connecticut and it is required by various state statutes and regulations and by its own Town Code of Ordinances to obtain background information on prospective contractors prior to entering into a contract. The questions below are designed to assist the Town of Mansfield in procuring this information.

		Yes	No						
1.	Has the Bidder been cited for three or more willful or serious violations of any occupational safety and health act?	<input type="checkbox"/>	<input type="checkbox"/>						
2.	Has the Bidder received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the issuance of this Request For Bids/Proposals/Qualifications?	<input type="checkbox"/>	<input type="checkbox"/>						
3.	Has the Bidder been the recipient of one or more ethical violations from the State of Connecticut Ethics Commission during the three-year period preceding the issuance of this Request For Bids/Proposals/Qualifications?	<input type="checkbox"/>	<input type="checkbox"/>						
4. The Bidder shall provide three (3) References for work completed within the last five (5) years.									
4a.	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Designer/Owner</td> <td style="width: 50%;">Contract Value (\$)</td> </tr> <tr> <td>Contact Name</td> <td>Phone No</td> </tr> <tr> <td>Work Description</td> <td></td> </tr> </table>	Designer/Owner	Contract Value (\$)	Contact Name	Phone No	Work Description			
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Designer/Owner	Contract Value (\$)								
Contact Name	Phone No								
Work Description									

ATTACHMENT B

Standard Professional Services Contract

TOWN OF MANSFIELD

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement made on _____, 20__ between the Town of Mansfield, a municipal corporation chartered under the laws of the State of Connecticut (hereinafter referred to as “the Town”), and _____, an Independent Contractor (hereinafter referred to as “the Independent Contractor”).

The Independent Contractor is identified as follows:

Name: _____

Type of Entity: _____ Individual
 _____ Sole Proprietorship
 _____ Partnership
 _____ Corporation

Address: _____

City/State/Zip: _____

Business Telephone: _____ Fax #: _____

Social Security Number or Employer Identification Number: _____

In consideration of the promises and mutual covenants and agreements contained herein, the parties agree as follows:

Services To Be Performed. The Independent Contractor agrees to perform the following services for the Town: _____

Term of Agreement. The services called for under this agreement will commence on _____ and terminate on _____.

Technical Direction. The Independent Contractor will receive technical direction only from _____ or his/her designee, as authorized in writing.

Terms of Payment. The Town will pay the Independent Contractor according to the following terms and conditions: _____

Invoices. The Independent Contractor will submit to the Town invoices for all services performed.

Reimbursement of Expenses. The Town will not be liable to the Independent Contractor for any expenses paid or incurred by the Independent Contractor unless otherwise agreed to in writing.

Assistants. The Independent Contractor, at the Independent Contractor's expense, may employ such assistants as the Independent Contractor deems appropriate to carry out this Agreement. The Independent Contractor will be responsible for paying such assistants, as well as any expense attributable to such assistants, including income taxes, Social Security taxes, Unemployment Insurance and Workers' Compensation insurance.

Federal, State and Local Payroll Taxes. Federal, state, and local income and payroll taxes of any kind will not be withheld or paid by the Town on behalf of the Independent Contractor or the employees of the Independent Contractor. The Independent Contractor will not be treated as an employee with respect to the services performed here for federal, state or local tax purposes.

Notice to Independent Contractor About Its Tax Duties and Liabilities. The Independent Contractor understands that he/she is responsible to pay, according to the law, the Independent Contractor's income taxes. If the Independent Contractor is not a corporation, the Independent contractor further understands that the Independent Contractor may be liable for self-employment (Social Security) tax, to be paid by the Independent Contractor according to the law.

Insurance Coverage. The Town will not obtain any General Liability, Auto or Worker's Compensation Insurance to provide coverage for the Independent Contractor or employees of the

Independent Contractor. The Independent Contractor will supply the Town with a *Certificate of Insurance* indicating that during the contract term the Independent Contractor has insurance coverage in effect in accordance with the insurance guidelines prepared by the Town. The Town will be shown on the *Certificate of Insurance* as an *Additional Insured*. If applicable, the Town may require the Independent Contractor to carry Professional Errors and Omissions Insurance. The Independent Contractor will comply with the Worker's Compensation law concerning the Independent Contractor and its employees.

Hold Harmless Agreement. The Independent Contractor agrees to hold the Town and any of the Town's officers, agents or employees harmless from any liability (including reasonable attorney's fees and all costs) for any and all damages to persons and property resulting from the actions of the Independent Contractor, unless such damages are caused by, or are the result of, the misconduct of the Town or any of the Town's officers, agents or employees.

Assignability. This Agreement will not be transferred or assigned, in whole or in part, by the Independent Contractor without the prior written consent of the Town.

Choice of Law. Any dispute under this Agreement, or related to this Agreement, will be decided in accordance with the laws of the State of Connecticut.

Independent Contractor Status. The Independent Contractor expressly represents and warrants to the Town that: 1) the Independent Contractor is not and will not be construed to be an employee of the Town and that his/her status will be that of an independent contractor in which the Independent Contractor is solely responsible for his/her actions and omissions; and 2) the Independent Contractor will act solely as an independent contractor and not as an employee or agent of the Town; and 3) the Independent Contractor is not authorized to enter into contracts or agreements on behalf of the Town or to otherwise create obligations of the Town to third parties.

Other Clients. The Independent Contractor retains the right to perform services for other clients.

Termination of Agreement. This Agreement may be terminated at any time by the Town or the Independent Contractor, upon the giving of 30 days notice to the other party. Notice will be deemed to have been sufficiently given either when served personally or when sent by first-class

mail addressed to the parties at the addresses set forth in this Agreement. The Town will not be liable for, nor will the Independent Contractor be liable to perform, any services or expenses incurred after the receipt of notice of termination.

Agreement. This Agreement supersedes all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties. The Agreement cannot be changed or modified orally. This Agreement may be supplemented, amended or revised only in writing by agreement of the parties.

ACKNOWLEDGED AND ACCEPTED

INDEPENDENT CONTRACTOR:

THE TOWN OF MANSFIELD:

Signature

Signature

Printed name and title

Printed name and title

Date

Date

ATTACHMENT C

Minimum Insurance Requirements



INSURANCE REQUIREMENTS FOR CONTRACTORS

Minimum Limits of Liability

Workers Compensation

Statutory

Employer's Liability – each accident	\$ 1,000,000
Disease, each employee	\$ 1,000,000
Disease, policy limit	\$ 1,000,000

Commercial General Liability Insurance

Each Occurrence	\$ 1,000,000
Fire Damage	\$ 100,000
Medical Expense	\$ 5,000
Personal & Adv. Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000
Products & Completed Operations Agg.	\$ 2,000,000

Business Automobile Liability Insurance

Owned, Non-Owned & Hired Auto Limit	\$ 1,000,000
Combined Bodily Injury & Property Damage (each accident)	\$ 1,000,000
Property Insurance – if applicable	
Special Risk including Theft 1,000 Deductible	

Excess Liability

Each Occurrence	\$ 5,000,000
Aggregate	\$ 5,000,000

Professional Liability Insurance

Professional Liability Insurance	\$ 1,000,000
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Certificates of insurance must be provided to the Town after being awarded the contract and before doing any work. All insurance shall be provided by companies lawfully authorized to do business in the State of Connecticut with an A.M. Best Rating of A-VII or better. The Town of Mansfield shall be named as an additional insured on the General Liability, Automobile Liability and Excess Liability (if needed) insurance policies.

Each policy of insurance shall include a waiver of subrogation in favor of the Town of Mansfield and shall provide no less than thirty (30) days' notice to the Town in the event of a cancellation or change in conditions or amounts of coverage.