

REQUEST FOR QUALIFICATIONS (RFQ)

PARKING CONSULTING SERVICES | MANSFIELD PLANNING AND ZONING COMMISSION | APRIL 18, 2017

INTENT AND GENERAL INFORMATION

The Town of Mansfield's Planning and Zoning Commission (PZC) is soliciting qualifications from consulting firms to provide expert review of a parking study conducted for the Storrs Center Mixed Use Project. Storrs Center is a mixed-use project consisting of 618 rental apartments; 42 condominium townhouses and apartments; and over 168,000 square feet of commercial and office space. As part of the Special Design District established for the project, a [master parking study](#) was adopted that addresses shared parking and establishes required parking ratios within the district.

In 2014, a [revised parking study](#) was approved by the PZC that lowered required parking ratios for multi-family dwelling units. However, in its approval, the [PZC required the master developer Storrs Center Alliance to conduct a future update of the parking study](#) if requested by the Director of Planning and Development to address parking concerns. In September 2016, the Planning Director directed the master developer to update the parking study and submit the updated parking study to the PZC for review in accordance with this condition. The master developer has completed [an update to the parking study and submitted it to the PZC for review](#). The PZC is seeking qualified professional assistance in reviewing the parking study. All related documents can be found [here](#).

QUESTIONS / ADDENDA

Please direct any and all questions concerning this RFQ to the Town of Mansfield, Department of Planning and Development in writing, via email at the following address: richardjl@mansfieldct.org. Potential bidders are required to send notification to the following address, richardjl@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

Sixteen (16) copies of the response to this RFQ must be received at the Department of Planning and Development, 4 South Eagleville Road, Mansfield, CT 06268 by 12:00p.m. on Thursday April 27, 2017. The sealed envelope must have the Proposer's name and address in the upper left hand corner and a reference to RFQ Parking Consulting Services due on **April 27, 2017 at 12:00 P.M.** in the lower left hand corner.

- 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.

TIMEFRAME

The following schedule has been established based on statutory timeframes for review of applications and is subject to change as the project progresses. Please note that due to the condensed timeframe, consultants submitting qualifications should be prepared to submit a cost proposal immediately upon notification that they have been selected to perform the work.

- Thursday, April 27, 2017 | Qualifications Due
- Monday, May 1, 2017 | PZC Selects Consultant
- Tuesday, May 2, 2017 | Selected Consultant Notified/Cost Proposal Due
- Friday, May 5, 2017 | Contract Executed and Notice to Proceed Issued*
- Friday, May 26, 2017 | Consultant submits report and recommendations
- Monday, June 5, 2017 | Public Hearing – Consultant to present findings/recommendations and answer questions from the PZC

If the public hearing extends beyond one evening, additional meetings may be required.

*As the master developer/applicant is required to pay for the PZC's expert consultant, the notice to proceed will not be issued until we receive a deposit from the applicant for the estimated contract amount.

SCOPE OF SERVICES

The scope of work is to provide professional and technical assistance to the Mansfield Planning and Zoning Commission with regard to review of the parking study update for the Storrs Center development to determine if such study is sufficient and accurately represents parking supply and demand for the Storrs Center development. In conducting the peer review of this study, it is expected that the selected consultant will need to:

- Research and review existing documents related to the Storrs Center project;
- Interview key Town and Mansfield Downtown Partnership staff as well as other stakeholders regarding existing parking supply and demand conditions;
- Discuss questions regarding data collection and methodology with the consultant that prepared the updated parking study;
- Prepare a written report documenting findings and recommendations; and
- Present findings and recommendations to the PZC at public hearing.

It is possible that multiple reports and presentations could be needed should deficiencies in/corrections to the parking study be identified.

RECORD KEEPING

These services shall include, without limitation, submitting copies of all project correspondence to the PZC. In addition, the selected consultant will maintain a duplicate set of files.

REQUESTED INFORMATION

EXPERIENCE:

Please provide a detailed written summary of the firm's history and experience and capability in preparing parking studies and evaluating parking supply and demand, particularly with regard to mixed-use projects.

METHODOLOGY/APPROACH:

Please provide a detailed written summary on how you would approach review of the parking study and the methodology that would be used to determine whether such study is sufficient and accurately represents parking supply and demand for the Storrs Center development.

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 this project, their state certifications, their background and experience and their areas and levels of responsibility. Please provide the resumes of all key personnel.

EVALUATION AND AWARD

Firms will be evaluated on:

- The background and experience of the firm in providing the wide range of services requested.
- The effectiveness of the proposed approach and methodology to ensure quality service and timely completion of services.
- The background, education, qualifications and relevant experience of key personnel to be assigned to this contract. Successful firms should have both professional engineers and AICP certified planners on staff.
- References attesting to the quality of services performed and/or demonstrated ability of the Consultant.
- Completion of a non-collusion certificate.

SELECTION PROCEDURES

The Town 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 Town reserves the right to make a selection on the basis of qualifications, experience in providing similar services elsewhere, the proposal's responsiveness to the Request for Qualifications requirements; and to negotiate a contract with the consultant(s).

Proposals in response to this RFQ will be reviewed against the criteria listed above, and award of the contract shall be made by the Planning and Zoning Commission in accordance with Section 122-12 of the Code of Ordinances and standard purchasing procedures. Town staff may provide guidance to the Planning and Zoning Commission in choosing the successful respondent to provide the requested services.

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(s), 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: _____

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. The Town agrees to hold the Independent Contractor and any of the Independent Contractor'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 Town, unless such damages are caused by, or are the result of, the misconduct of the Independent Contractor or any of the Independent Contractor'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	\$ 100,000
Disease, each employee	\$ 100,000
Disease, policy limit	\$ 500,000

Commercial General Liability Insurance

Each Occurrence	\$ 500,000
Fire Damage	\$ 50,000
Medical Expense	\$ 5,000
Personal & Adv. Injury	\$ 500,000
General Aggregate	\$ 1,000,000
Products & Completed Operations Agg.	\$ 1,000,000

Business Automobile Liability Insurance

Owned, Non-Owned & Hired Auto Limit	\$ 500,000
Combined Bodily Injury & Property Damage (each accident)	\$ 500,000

Property Insurance – if applicable

Special Risk including Theft

1,000 Deductible

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.