

LEGAL NOTICE

THE TOWN OF MANSFIELD IS ACCEPTING RESPONSES TO REQUESTS FOR QUALIFICATIONS FOR:

On-Call Professional and Technical Services for the Inland Wetlands Agency

Qualifications for the following project will be received by the Town of Mansfield, Connecticut via email to planzonedept@mansfieldct.org by **10 a.m. on April 5, 2019:**

On-Call Professional and Technical Services for the Inland Wetlands Agency

The Town of Mansfield hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation, and they will not be discriminated against on the grounds of race, color, national origin or sex, in consideration for an award. An Affirmative Action/Equal Opportunity Employer. Minority/Women's Business Enterprises are encouraged to apply.

Specifications and proposals for the above project may be examined in the Department of Planning and Development of the Town of Mansfield, Town Office Building, 4 South Eagleville Road, Mansfield, CT 06268. Copies can be obtained from the Legal Notices section of the Town of Mansfield website: <http://www.mansfieldct.gov/>.

Project Overview

The Town will be accepting Qualifications for Professional and Technical Services for the Inland Wetlands Agency. Qualifications are to be submitted in the manner specified together with general information on the firm, the firm's brochure, and a project list with the description of services provided related to wetlands delineation and impacts, 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.

The successful consultant(s) will provide services to assist the Mansfield Inland Wetlands Agency in its review of applications, including but not limited to: requests to amend the Inland Wetlands Map; licenses for activities proposed in the upland review area; and licenses for activities that will directly impact a wetland and/or watercourse. The successful firm shall:

- Be licensed with the State of Connecticut where applicable
- Have a professional soil scientist on staff duly qualified in accordance with standards set by the federal Office of Personnel Management and listed on the Soil Scientists of Southern New England Society Official Registry (http://nesoil.com/ssssne/SSSSNE_Official_Registry.html);
- Have extensive, successful experience in reviewing proposed development for impacts on inland wetlands and watercourses systems in Connecticut;
- Ensure that any appropriate licenses or certifications required by the State of Connecticut are maintained for the duration of the contract;
- Meet all municipal, state and federal affirmative action and equal employment opportunity practices;
- Ensure that all insurance requirements required by the Town of Mansfield are maintained for the duration of the contract;
- Complete all forms associated with this RFQ and confirm receipt of any and all issued addenda issued prior to the closing date.

Additionally, all interested firms shall submit a detailed statement indicating the organizational structure under which the firm proposes to conduct business. Proposed subconsultants, subcontractors, 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.

For additional information, contact the Department of Planning and Development at 860.429.3330 or planzonedept@mansfieldct.org.

Jennifer S. Kaufman, AICP
Environmental Planner/Inland Wetlands Agent
Town of Mansfield, CT

Dated: March 13, 2019



Request for Qualifications (RFQ) ■ On-Call Professional and Technical Services for the Inland Wetlands Agency

TOWN OF MANSFIELD ■ MARCH 13, 2019

Intent and General Information

Pursuant to Chapter 122, Article V of the Mansfield Code of Ordinances

(<https://www.ecode360.com/11924917>), the Mansfield Inland Wetlands Agency (IWA) may seek professional and technical assistance to aid the Agency in reviewing and evaluating applications. Given statutory deadlines associated with such review, the Town is soliciting qualifications from qualified environmental science and civil engineering firms to provide “On-Call” professional and technical assistance on an as-needed basis.

Qualified bidders that are selected for the on-call list will be provided with the opportunity to submit a formal fee proposal for review of specific applications. The IWA will have sole discretion as to which applications, if any, will be assigned to the selected consultants. The Town reserves the right to issue a general competitive Request for Proposals for any project it deems appropriate.

Questions/Addenda

- Please direct any and all questions concerning this RFQ to the Mansfield Inland Wetlands Agent, in writing, via email at the following address: planzonedept@mansfieldct.org.
- Questions concerning this RFQ must be submitted no less than seven (7) calendar days prior to the date qualifications are due.
- Addenda will be issued no less than four (4) calendar days prior to the date qualifications are due.
- Potential bidders are required to send notifications to the following address if interested in bidding to ensure delivery of any and all addenda: planzonedept@mansfieldct.org.
- All emails should be identified with the following subject: IWA Professional Services RFQ
- Potential bidders shall also refer to the Town’s website for issuance of any and all addenda: www.mansfieldct.gov ⇒ Legal Notices and Hearings ⇒ Bid Notices/RFPs/RFQs.

Submission of Responses

Responses to this RFQ shall be submitted via email to planzonedept@mansfieldct.org by 10 a.m. on Friday, April 5, 2019.

- 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 and technical assistance to the Inland Wetlands Agency in its review of applications. Such applications include but are not limited to: activities within wetlands; activities within the 150-foot upland review area; and proposed changes to the official map. While most applications are reviewed solely by the designated Inland Wetlands Agent, the Agency generally seeks outside professional assistance for applications involving changes to the official map of Inland Wetlands and Watercourses and for licenses associated with large and complex developments that have the potential to significantly impact wetlands and/or watercourses. While the specific scope of services will be identified for each individual application, typical services include but are not limited to:

- Field review of delineated wetlands to confirm the boundary identified by the applicant.
- Review of application materials for completeness, accuracy, and consistency with the Connecticut Inland Wetlands and Watercourses Act (https://www.cga.ct.gov/current/pub/chap_440.htm) as well as Mansfield's Inland Wetlands and Watercourses Regulations (http://www.mansfieldct.gov/filestorage/1904/1932/2036/20171115_iwa_regs.pdf).
- Determination regarding impact of proposed development on wetlands and watercourses and recommended measures to reduce impacts. Such determination may require assistance of a Professional Engineer with experience in design of stormwater management systems, wastewater disposal systems; and/or erosion and sedimentation controls.
- Review of impacts on existing areas of soil and/or groundwater contamination and the potential for said contamination to impact wetlands and watercourses as a result of the development.
- Presentation of findings and recommendations to the Conservation Commission and Inland Wetlands Agency.

Requested Information

Interested consultants should submit the following information by the deadline identified on the first page of this RFQ:

- *Letter of Interest.* Submit a letter of interest signed by an officer of the firm containing the following information:
 - **Project Manager.** Identify the staff person that will be assigned to manage services under this contract.
 - **Experience.** Briefly summarize relevant experience and the potential for conflicts of interest due to other clients/projects in Mansfield.
 - **Contact.** Provide the name, title and contact information for the person who should be contacted with questions on the proposal.
- *Experience.* Please provide a detailed written summary of the firm's history, experience and capability in providing the requested services in the State of Connecticut. Examples of similar work performed, including a detailed description of the work performed by your firm and contact information for the sponsoring organization/municipality should also be provided.
- *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 their current professional licenses issued by the State of Connecticut.

- *Management Plan.* Describe the firm's management system and how it will function to ensure timely delivery of on-call technical services.
- *Service Plan.* Provide a detailed, itemized plan of services the consultant can provide the Town.
- *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.
- *Certification of Non-Collusion.* Execute the attached Certificate of Non-Collusion.

Evaluation and Award

The Inland Wetlands Agency will select one or more firms to be placed on the "On-Call" list. The "On-Call" list is typically in effect for a period of three (3) years.

Selection Criteria

The following criteria will be used to evaluate responses to the RFQ:

- The background and experience of the firm in providing the services requested, particularly with regard to peer review of applications.
- The demonstrated effectiveness of the Bidder's proposed delivery system 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, especially those of the day-to-day project manager, soil scientists and licensed engineers. All assigned personnel must have and maintain applicable CT licenses. Soil scientists must be duly qualified in accordance with standards set by the federal Office of Personnel Management and listed on the Soil Scientists of Southern New England Society Official Registry (http://nesoil.com/ssssne/SSSSNE_Official_Registry.html).
- The ability to provide clear and relevant guidance to land use/wetlands commissions and applicants.
- References attesting to the quality of services performed and/or demonstrated ability of the Bidder.
- Bidder's demonstrated knowledge and familiarity with state and municipal Inland Wetlands and Watercourses regulations and the way in which development may impact these resources.

Award Process

Responses to this RFQ will be reviewed against the criteria listed above. A Selection Committee may assist the Inland Wetlands Agency in choosing the bidders to be placed on the On-Call list.

As part of the selection/award process, the Town reserves the right to:

- Short-list and interview finalists
- Request clarification of any submitted information
- Accept or reject all proposals or options therein
- Select a firm or firms in a manner that is advantageous to the Town
- Award more than one contract if it is in the best interest of the Town and/or issue similar RFQs in the future
- Amend or cancel this process at any time
- Change the scope of services to be provided
- Cancel any resulting contract with 30 days' notice

Please note: In issuing this RFQ, the Town does not expressly state or imply any obligation to reimburse responding firms for any expenses incurred in preparing submissions in response to this request, including any travel costs for firms selected for interviews.

Timeline

The following is a tentative timeline for the evaluation and selection of consultants for placement on the “On-Call Services” list. The Town reserves the right to change these dates as needed.

- April 5, 2019: Qualifications due from interested consultants.
- April 12, 2019: Finalists selected.
- April 24-26, 2019: Interviews
- May 6, 2019: IWA Review and Approval of Respondents to be placed on the On-Call List

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 that an applicant fails to provide the required funds to retain the consultant.
- Agree to accept and follow management direction from the IWA and specifically, their 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 a Certificate of Non-Collusion shall be provided as part of any resulting contract.
- Agree that any resulting contract 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.
- Agree that the Bidder will adhere to minimum insurance requirements as specified in any resulting contract.

ATTACHMENT A

Forms



Request for Qualifications (RFQ) ■ On-Call Professional and Technical Services for the Inland Wetlands Agency

Acknowledgement 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 Independent Contractor shall supply the Town with a Certificate of Insurance naming the Town as an additional insured on all applicable insurance policies; excluding workers compensation and professional liability. The following minimum types and coverages of insurance are required:

General Liability:	1 million / 2 million aggregate
Professional Liability:	1 million
Auto:	1 million
Workers Compensation:	Statutory

Coverage shall be primary and noncontributory.

Independent Contractor Status. The Town does not provide General Liability, Auto, Workers Compensation or any insurance coverage for the Independent Contractor or Independent Contractor employees. There is no employment relationship between the parties.

Hold Harmless Agreement. To the fullest extent permitted by law, Independent Contractor will defend, indemnify and hold the Town and all of the Town's officers, agents and employees harmless

from and against all liability, claims, loss, damage to person and property, judgments and expenses, including attorney fees, that arise from or are alleged to arise from the negligence or willful misconduct of Independent Contractor and any of its employees and agents, unless such claim is the result of the sole negligence or willful misconduct of the Town or any of the Town's officers, agents, or employees. This provision shall survive termination of this Agreement.

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 _____ 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:

Signature

Printed name and title

Date

THE TOWN OF MANSEFIELD:

Signature

Printed name and title

Date