



**TOWN OF CANTON, CONNECTICUT**

**REQUEST FOR PROPOSALS**

Engineering Design Services for Bridge Replacement/Rehabilitation of  
Replacement/Rehabilitation of Bridge No. 023001 Washburn Road over Jim Brook **and**  
Replacement/Rehabilitation of Bridge No. 023006 Old Canton Road over Rattlesnake Brook

**August 31th, 2021**

This Request for Proposals (“RFP”) includes:

- I. **LEGAL NOTICE** .....p. 3
- II. **STANDARD INSTRUCTIONS** .....p. 5
  - 1. INTRODUCTION.....p. 5
  - 2. RIGHT TO AMEND.....p. 5
  - 3. KEY DATES .....p. 5
  - 4. PROPOSED SUBMISSION INSTRUCTIONS .....p. 6
  - 5. COMPLIANCE WITH LAWS .....p. 7
  - 6. QUESTIONS AND AMENDMENTS ..... p.9
  - 7. ADDITIONAL INFORMATION ..... p. 9
  - 8. PRESUMPTION OF PROPOSERS FULL KNOWLEDGE. p. 9
  - 9. TAX EXEMPTIONS ..... p. 10
  - 10. INSURANCE ..... p. 10
  - 11. PERFORMANCE SECURITY ..... p. 10
  - 12. COST, OWNERSHIP..... p. 10
  - 13. CONFIDENTIALITY, FREEDOM OF INFORMATION..... p. 10
  - 14. MISCELLANEOUS ..... p. 11

<b>III.</b>	<b>GENERAL SPECIFICATIONS .....</b>	<b>p. 13</b>
	1. INSURANCE REQUIREMENTS .....	p. 15
	2. SUBMISSION OF QUALIFICATIONS.....	p. 17
	3. REQUIRED DISCLOSURES .....	p. 18
	4. MINIMUM REQUIREMENTS/ METHOD OF SELECTION...	p.19
<b>IV.</b>	<b>TIMELINE OF THE RFQ PROCESS.....</b>	<b>p. 21</b>
<b>V.</b>	<b>FORMS</b>	
	1. PROPOSAL FORM.....	p. 23
	2. PROPOSER’S LEGAL STATUS DISCLOSURE ...	p.24
	3. PROPOSERS CERTIFICATION CONCERNING EQUAL EMPLOYMENT OPPORTUNITIES AND AFFIRMATIVE ACTION POLICY...	p. 28
	4. PROPOSERS NON COLLUSION AFFIDAVIT.....	p. 29
	5. PROPOSER’S STATEMENT OF REFERENCES.....	p. 30
	6. STATEMENT/FEE PROPOSALS.....	P. 31

I. LEGAL NOTICE

**LEGAL NOTICE**

TOWN OF CANTON, CONNECTICUT

REQUEST FOR PROPOSALS

**August 31, 2021**

Engineering Design Services for Bridge Replacement/Rehabilitation of

Of Bridge No. 023001 Washburn Road over Jim Brook

And

Bridge No. 023006 Old Canton Road over Rattlesnake Brook

The Town of Canton will receive sealed proposals for Engineering Design Services for the total Replacement/Rehabilitation of Bridge No. 023001 Washburn Road over Jim Brook and Bridge No. 023006 Old Canton Road over Rattlesnake Brook until 2:00 PM on Thursday, September 30, 2021.

The Consulting Engineering Firm selected may also be required to provide survey, prepare environmental documents and perform construction inspection.

The selected firm must meet all Municipal, State, and Federal affirmative action and equal employment opportunity practices including those articulated under Public Act 15-5 and Conn. Gen. Stat. 4a-60g,

The bridge replacement/rehabilitation projects will receive funds under the State Local Bridge program administered by the Connecticut Department of Transportation. If undertaken, the project design would be expected to begin in 2021 with construction likely in 2022 or 2023.

The documents comprising the Request for Proposals may be obtained on the Town's website, <https://www.townofcantonct.org> , under Bids and RFP's.

A letter of interest, together with general information on the firm and proposed sub consultants, the firms brochure, current Federal Form SF330, experience of the firms, and resumes of key personnel shall be addressed to; Mr. Robert Skinner, Chief Administrative Officer Town of Canton, 4 Market Street/PO Box 168, Collinsville, Connecticut 06022. All respondents should provide five (5) hard copy and one digital copy of their Statement of Proposals. All submissions shall be provided in a **sealed** envelope, clearly marked on the outside of the envelope, ***RFP Design Services – Washburn Road Bridge and Old Canton Road Bridge***. All letters of interest must be postmarked by a U.S. Post Office (if mailed) or brought to the Chief Administrative

Officer's Office at the above address (if hand delivered) no later than 2:00 pm local time, on Thursday, September 30, 2021 at which time bids will be opened and read aloud. Responses received or postmarked after this date will not be considered. E-mail, faxed or late bids will not be accepted.

Each proposer is responsible to complete its proposal in accordance with the RFP as modified by any addenda. All questions about the proposals should be directed electronically to Project Administrator, Glenn Cusano, by e-mail at [gcusano@townofcantonct.org](mailto:gcusano@townofcantonct.org) not later than 3:30 pm on September 23, 2021. Answers to all received questions shall be posted by September 28, at 3:30 pm. on the Town's website under the bid section at <https://www.townofcantonct.org> , under Bids and RFP's.

The Town of Canton is an Affirmative Action Equal Opportunity Employer. Minority/Women's Business Enterprises are encouraged to apply.

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Robert Skinner

Chief Administrative Officer

## **II. STANDARD INSTRUCTIONS TO PROPOSERS**

### **1. INTRODUCTION**

The Town of Canton (the “Town”) is soliciting proposals for engineering services for the preparation of construction contract plans and documents for the Rehabilitation of the Washburn Road Bridge (Project 9023-0001) over Jim Brook and Old Canton Road Bridge (Project No. 9023-0006) over Rattlesnake Brook. This RFP is not a contract offer, and no contract will exist unless and until a written contract is signed by the Town and the successful proposer. Interested parties should submit a proposal in accordance with the requirements and directions contained in this RFP. Proposers are prohibited from contacting any Town employee, officer or official concerning this RFP, 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 RFP, these Standard Instructions to Proposers shall prevail.

### **2. RIGHT TO AMEND OR TERMINATE THE RFP 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, <https://www.townofcantonct.org> , under Bids and RFP’s. 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 RFP as modified by the addenda.

The Town of Canton reserves the rights to amend or terminate this Request for Proposal, accept all or any part of a proposal, reject all proposals, waive any informalities or non-material deficiencies in a proposal, and award the proposal to the proposer that, in the Town’s judgment, meets the criteria set forth in the RFP and will be in the Town’s best interests. The Town also reserves the right to negotiate with any or all companies submitting qualifications, and to enter into an agreement with any company for any services mentioned in this RFP if it is deemed to be in the best interest of the Town.

### **3. KEY DATES**

- Questions posed to Glenn Cusano by 3:30 pm September 23, 2021
- Answers posted on Town Website by 3:30 pm , September 28, 2021
- Proposal Opening: September 30, 2021 @ 2:00 pm.
- Selection of Candidates for Interview – On or before October 7, 2021
- Interviews – On or before October 14, 2021
- Preliminary Notice of Award: October 21, 2021.
- Contract Execution: October 28, 2021.

The Preliminary Notice of Award and Contract Execution dates are anticipated, not certain, dates.

#### **4. PROPOSAL SUBMISSION INSTRUCTIONS**

Proposals must be received in the Canton Town Hall, Office of Chief Administrative Officer, at 4 Market Street/PO Box 168, Collinsville, Connecticut 06022 prior to the date and time the proposals are scheduled to be opened publicly. 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 and five (5) copies of all proposal documents must be submitted in sealed, opaque envelopes clearly labeled with the proposer's name, the proposer's address, the words "PROPOSAL DOCUMENTS," and the Proposal Title, Proposal Number and Proposal Opening Date. The Town may decline to accept proposals submitted in unmarked envelopes that the Town opens in its normal course of business. All blank spaces for proposal prices must be completed in ink or be typewritten; proposal prices must be stated in both words and figures. The person signing the Proposal Form must initial any errors, alterations or corrections on that form. Ditto marks or words such as "SAME" shall not be used in the Proposal Form. Proposals may be withdrawn personally or in writing provided that the Town receives the withdrawal prior to the time and date the proposals are scheduled to be opened. Proposals 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 the proposals, investigate the proposers' qualifications, secure any required municipal approvals, and execute a binding contract with the successful proposer. Upon award of the RFP, the winning respondent shall be bound by the proposal price throughout the contract period. An authorized person representing the legal entity of the proposer must sign the Proposal Form and all other forms included in this RFP.

Upon receipt of the proposals the Town will review the submittals and select a limited number of firms to be interviewed for the work, at which time they will present their Project Approach and their Project Team, and submit a detailed cost estimate to meet the requirements of each project. A Proposal Cost Estimate is not required at this time. All responses will be reviewed and a short list will be developed for interviews.

No additions or changes to the original qualification statement will be allowed after submittal.

A formal agreement will be entered into with the Respondent. The contents of the proposal submitted by the successful Respondent and the RFQ will become part of any contract award.

## **5. COMPLIANCE WITH LAWS**

- A. Non-Discrimination and Affirmative Action. Respondent, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age, marital status, sexual orientation, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to blindness, unless it is shown by the Respondent that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or the State of Connecticut, nor otherwise commit an unfair employment practice. Respondent further agrees that this article, (and any additional provisions required by law), will be incorporated by Respondent in all contracts entered into in connection with this contract. The following principles and requirements of Equal Opportunity and Affirmative Action, as incorporated herein, will be incorporated into "Equal Opportunity - Non-Discrimination Clause" to be included in all bid documents, purchase orders, lease and contracts. The principles of Affirmative Action are addressed in the 13th, 14th and 15th Amendments of the United States Constitution, Civil Rights Act of 1964, Equal Pay Act of 1963, Title VI and VII of the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, 11375, 11478 (nondiscrimination under federal contracts), Act 1, Section 1 and 20 of the Connecticut Constitution, Governor Grasso's Executive Order Number 11, Governor O'Neill's Executive Order Number 9, the Connecticut Fair Employment Practices Law (Sec. 46a-60-69) of the Connecticut General Statutes, Connecticut Code of Fair Practices (46a-70-81), Deprivation of Civil Rights (46a-58 (a)(d) ), Public Accommodations Law (46a-63-64), Discrimination against Criminal Offenders (46a-80), definition of blind (46a-51(1)), definition of Physically Disabled (46a-51 (15) ), definition of Mentally Retarded (46a-51-13 ), cooperation with the Commission on Human Rights and Opportunities (46a-77), Sexual Harassment (46a-60 (a)-8), Connecticut Credit Discrimination Law (360436 through 439), Title 1 of the State and the Local Fiscal Assistance Act 1 1972. Every contract to which the State is party must contain the nondiscrimination and affirmative action provisions provided in the Connecticut General Statutes Section 4a-60a.
- B. Executive Orders. The contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, concerning the listing of employment opening and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the contract as if they had been fully set forth in it. The contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

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. The selected firm must meet all municipal, state and federal AA and EEO practices and requirements. The Successful Contractor must also fully comply with Conn. Public Act 15-5. MBEs/WBEs/SBEs are encouraged to apply.

Connecticut has an established an on-going commitment to providing equal opportunity to Connecticut small (SBE) and minority owned business enterprises (MBE) to contract as a contractor for the Connecticut's purchased goods and services. You are advised that there is a twenty five percent (25 %) small business sub-consultant goal that applies to this assignment. Of that twenty five percent the contractor must reserve a portion equivalent to twenty-five per cent of the portion thereof to be set aside for awards to subcontractors who are minority business enterprises. Within the letter of interest narrative, you must include the designated certified Small Business Enterprise (SBE) sub-consultant(s) which you plan to use. (The SBE sub-consultants must be currently certified by the Department of Administrative Services). All firms are advised that the prime consultant must perform the major part of the work with employees of the firm. Sub consultants may be used to comply with (SBE) requirements or perform specialized work. Joint venturing assignments will not be allowed.

- C. **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. To the fullest extent required by law, 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.

- D. **Payment Bond/Performance Bond State Law Requirements.** Conn. Gen. Stat.



Sec. 49-41, known as the Little Miller Act, requires that the Town ensure that payment bonds a/k/a labor and materials bond in the amount of the contract are provided for public works projects over **\$100,000**. When a contract for construction, alteration, remodeling, repair or demolition of any public building is estimated to cost more than **\$500,000** additional laws/requirements apply. The contractors should familiarize themselves with all aspects of state law and any applicable regulations pertaining to these requirements in order to ensure full compliance.

E. **Equal Employment Opportunity (EEO); Minority Business Enterprises (MBE).**

If a project is funded in whole or in part by state or federal funds, there may be a requirement that the contractor comply with Conn. Gen. Stat. Sec. 4a-60 and applicable State regulations. On these projects it will depend upon which set-aside requirements are imposed by the funding agency. If no set-aside requirement is imposed, a statement that the contractor is required to undertake good faith efforts to include subcontractors and suppliers who are minority business enterprises will suffice and shall be deemed to be incorporated into the Contract with the Town. If there is a set-aside goal, the Town and contractor shall comply with the Small Contractors Set-Aside Program and the hiring goals identified by the State Commission on Human Rights and Opportunities (CHRO.)

6. **QUESTIONS AND AMENDMENTS** Questions concerning the process and procedures applicable to this RFP are to be submitted electronically to Mr. Glenn Cusano at [gcusano@townofcantonct.org](mailto:gcusano@townofcantonct.org) . Proposers are prohibited from contacting any other Town employee, officer or official concerning this RFP. A proposer's failure to comply with this requirement may result in disqualification. That representative will confirm receipt of a proposer's questions by e-mail. The Town will answer all written questions on the website and/or 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, <https://www.townofcantonct.org> , under Bids and RFP's. Each proposer is responsible for checking the 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. No oral statement of the Town, including oral statements by the Town representatives listed above, shall be effective to waive, change or otherwise modify any of the provisions of this RFP, and no proposer shall rely on any alleged oral statement.

7. **ADDITIONAL INFORMATION** The Town reserves the right, either before or after the opening of proposals, to ask any proposer to clarify its proposal or to submit additional information that the Town in its sole discretion deems desirable.

8. **PRESUMPTION OF PROPOSER'S FULL KNOWLEDGE**. Each proposer is responsible for having read and understood each document in this RFP and any addenda issued by the Town. A

proposer's failure to have reviewed all information that is part of or applicable to this RFP, including but not only 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 RFP 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 RFP, 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.

9. **TAX EXEMPTIONS.** The Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes. Federal Tax Exempt # 06-6002383. Exemption from State sales tax per Conn. Gen. Stat. Chapter 219, § 12-412(1). No exemption certificates are required, and none will be issued.

10. **INSURANCE.** The successful proposer 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 RFP. The Town reserves the right to request from the successful proposer a complete, certified copy of any required insurance policy.

11. **PERFORMANCE SECURITY** THIS ITEM IS NOT APPLICABLE TO THIS RFP

12. **COST, OWNERSHIP**

**Ownership of Documents** – All proposals including qualification statements submitted in response to this Request for Proposals (RFP) are to be the sole property of the Town and subject to the provisions of Section 1-200 et seq. of the Connecticut General Statutes (re: Freedom of Information).

**Ownership of Subsequent Products** – Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP is to be the sole property of the Town unless stated otherwise in the RFQ or contract.

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

13. **CONFIDENTIALITY, FREEDOM OF INFORMATION**

All information submitted in a proposal or in 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. In no event will the Town be responsible or liable for the inadvertent disclosure of a response to this RFP. 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 solely 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, but additionally, all associated costs and expenses, including legal fees.

#### **14. MISCELLANEOUS**

- A. **Rejection for Default or Misrepresentation** – The Town reserves the right to reject the proposal of any Respondent that is in default of any prior contract or for misrepresentation.
- B. **Clerical Error**-The Town reserves the right to correct inaccurate awards resulting from its clerical error.
- C. **Rights reserved to the Town** – The Town reserves the right to award in part, to reject any and all qualification statements in whole or in part, to waive technical defects, irregularities and omissions if, in its judgment, the best interests of the Town will be served.
- D. **Withdrawal of Qualification Statements** – Negligence on the part of the Respondent in preparing the qualification statement confers no right of withdrawal after the time fixed for the acceptance of the qualification statement.
- E. **Assigning, Transferring of Agreement** – The successful Respondent is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, its rights, title or interest therein or its power to execute such agreement by any other person, company, or corporation without the prior consent and approval in writing by the Town.
- F. **Advertising** The successful proposer shall not name the Town in its 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.

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

H. **Payments** Proposers are encouraged to offer discounts for early payment. 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. “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.

If this RFP provides for a multi-year agreement, the Town also reserves the right to terminate the contract at the end of the last fiscal year for which funds have been appropriated without penalty or further obligation or liability to the successful proposer for any unfunded year or years.

I. **Maintenance and Availability of Records** The successful proposer shall maintain all records related to the work described in the RFP 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.

J. **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).

K. **Prevailing Wages** THIS ITEM IS NOT APPLICABLE TO THIS RFP

L. **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.

M. **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.

N. **Connecticut Law and the 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 the United States District Court for the District of Connecticut or of any court of the State of Connecticut, as applicable.

O. **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 worker's compensation and employment insurance coverage, and disability. The successful proposer shall be solely responsible for any applicable taxes.

### III. **GENERAL SPECIFICATIONS**

The Town of Canton has entered into an agreement with the Connecticut Department of Transportation for the bridges listed in this RFP which are eligible for funding under the Local Bridge Program. In order to meet the objectives of that program, the Town will be engaging one firm to prepare the design plans, specifications, and other documents which are necessary to successfully bid and construct those structures and to meet the criteria for Canton to be eligible for reimbursement by the State to the maximum amount allowed under the Local Bridge Program. As part of this Proposal, firms should submit the following information at this time: General Information on the Firm Experience of the firm

designing/permitting bridges funded under the CT Local Bridge Program Project Team and Resumes Listing of and information on any subcontractors to be used for this project Capacity to perform the work in a timely manner The major program components for this program are listed briefly below, but are more specifically outlined in the CTDOT CURRENT LOCAL BRIDGE PROGRAM MANUAL. These may include:

Survey Topographic Field Survey and Wetland Boundary Delineation (State and Federal) – MAY OR MAY NOT BE ANTICIPATED AS BEING ABSOLUTELY NECESSARY FOR THE PROPOSED SUPERSTRUCTURE REPLACEMENT. HOWEVER, AERIAL SURVEY AND GIS WETLANDS MAP FILES MAY BE USED FOR BASE SHEET PREPARATION AT NO CHARGE.

- A determination of easements required for overdue maintenance vegetation and debris removal from embankments and upstream channel if necessary.
- Preliminary Engineering Hydrology and Hydraulics for the 2, 10, 50, 100 and 500-year recurrence storms, if required.
- Scour Analysis for the proposed bridge in accordance with HEC -18, if required.
- Geotechnical Engineering to determine the type of foundation required, and the impact of unsuitable soils or high groundwater on the project, if required, but not anticipated.
- Structure type study that includes three alternate designs for replacing the bridge. The Town reserves the right to remove this specification from the contract at any time.
- Preliminary Engineering Report that summarizes the information listed above, and recommends the scope of work for replacing the structure and justification for any items requiring a design exception.
- Preliminary Design Preparation of a 30% complete design package for review and approval of the Town and CTDOT, including plans and specifications as required by CTDOT.
- A listing of utilities that may need to be relocated as part of the construction.
- A listing of permits expected to be required, including CTDEEP, ACOE and Town of Canton.
- An estimate of project costs.
- Final Design Upon approval of the Preliminary Design package, the consultant will prepare and submit the Final Design package to the Town and CTDOT for approval
- Plans shall include all sheets and details and an estimate of quantities necessary for construction including:
  - Plan views of the roadway, grading, and drainage;
  - Elevation views of all pertinent structures and substructures;
  - Details; Right of Way delineations; Road closure detour plan; and other information as needed to construct the project. Specifications to supplement CTDOT's Form 817. –
  - A Final Cost estimate to be used by the Town in determining adequate funds necessary to complete the project. Preparation of Applications for the project.

As part of this Proposal, the Consultant is required to list which applications they feel will be necessary for each of these bridge projects.

Bid Services: The Consultant will assist the Town in bidding the project. The Consultant will provide specifications and, construction line-items with quantities for the bid document. The Town, however will be responsible for all advertising and reproduction costs associated with the Bid Process. Construction Services After receiving bids for the project the Town will determine the extent of the Consultant's services that may or may not be needed during the construction of the bridge(s). To the extent that these are determined necessary, this fee will be negotiated at that time.

Construction Inspection: The Consultant will provide a quotation for filed construction inspection services for the duration of the project.

## **1. INSURANCE REQUIREMENTS**

### **A. General Requirements.**

The awarded Respondent shall be responsible for maintaining insurance coverage in force for the duration of the contract of the kinds and amounts listed below, with an insurance company with an AM Best Rating of A-,VIII or better, licensed to write such insurance in the State of Connecticut and acceptable to the Town of Canton.

The insurer shall provide the Town of Canton with Certificates of Insurance, on a form acceptable to the Town, signed by an authorized representative of the insurance company prior to the commencement of performance of this contract describing the coverage and providing that the insurer shall give the Town of Canton written notice of at least thirty (30) days in advance of any termination, expiration, or any and all changes in coverage.

Such insurance or renewals or replacements thereof shall remain in force during the Respondent's responsibility under this contract.

The Respondent, at the Respondent's own cost and expense, shall procure and maintain all insurances required and shall include the Town of Canton as an Additional Insured's on all such insurance, except Workers' Compensation coverage. The Certificate of Insurance shall evidence all required insurances, including Additional Insured and Waivers of Subrogation. The Respondent shall also provide its policy endorsement indicating the Town of Canton as an additional insured.

### **B. Specific Requirements.**

**1. Workers' Compensation Insurance.** The awarded Respondent shall carry workers' compensation insurance in accordance with the requirements of the laws of the State of Connecticut, and employer's liability limits of Five Hundred Thousand Dollars (\$500,000.00) coverage for each accident, Five Hundred Thousand Dollars (\$500,000.00) coverage for each employee by disease, Five Hundred Thousand (\$500,000.00) policy limit coverage for disease.

**2. Commercial General Liability.** With respect to all operations which awarded respondent performs, it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000.00) coverage per occurrence for each site or project for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. Each annual aggregate limit shall not be less than Three Million Dollars (\$3,000,000.00). The limit may be provided through a combination of primary and umbrella/excess liability policies acceptable to The Town of Canton. Blanket Contractual Liability for liability assumed under this Agreement and all other Contracts relative to the Project.

**3. Automobile Liability.** With respect to each owned, non-owned, or hired vehicles, the awarded Respondent shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000.00).

**4. Excess Liability Coverage.** With respect to the coverage provided by the awarded Respondent for this Project, excess liability insurance will be provided in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence and annual aggregate basis.

**5. Professional Liability.** One Million Dollars (\$ 1,000,000.00) coverage per occurrence for each site or project for all damages arising out of bodily injury, personal injury, and property damage.

**Aggregate Limits.** Any aggregate limits must be declared to and be approved by Town of Canton. It is agreed that the awarded Respondent shall notify the Town of Canton whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Respondent agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by Respondent.

**6. Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to and approved by the Town of Canton. All deductibles or self-insured retentions are the sole responsibility of the awarded Respondent to pay and/or to indemnify.

**7. Errors and Omissions Insurance.** The awarded Respondent shall provide and maintain Errors and Omissions Insurance with minimum limits of \$2,000,000 per occurrence/annual aggregate. The policy shall not have a deductible greater than \$50,000.00. Coverage shall be maintained in effect continuously for a period of at least six (6) years from the date of Final Payment by Owner to Respondent.

The Town of Canton shall be named as “Additional Insured.” Coverage is to be provided on a primary, noncontributory basis. Waiver of subrogation in favor of the Town of Canton is required on all applicable policies, including workers’ compensation. 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.



**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 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 and expenses, including attorney’s fees, arising out of or relating, directly or indirectly, to the successful 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 sole 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 and 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 RFP and the Contract. As a municipal agency of the State of Connecticut, the Town will NOT defend, indemnify, or hold harmless the successful proposer.

These insurance requirements are not meant to be construed as a limitation of liability. The parties agree that the amounts of insurance under this Agreement do not, in any way, limit the Respondent’s liability to the Town of Canton by virtue of this promise to indemnify and hold the Town of Canton harmless so that in the event of any settlement of a claim or a judgment in an amount in excess of the amount of insurance coverage carried by the awarded Respondent, the Respondent shall be liable to the Town of Canton for the difference, plus all fees and expenses incurred in collecting same, all at the Respondent’s sole cost.

## **2. SUBMISSION OF QUALIFICATIONS**

### **A. Qualification Statement**

The qualification statement must be organized in the following format and include the following information (missing or incomplete information may be grounds for disqualification).

- Letter of interest
- Company Information - The company shall provide a brief summary of their firm, including the following information:
  - Name of company and parent company, if any
  - Name of company primary areas of service
  - Address of principal office and office which will provide the services

- Name, address, and telephone number of the principal contact person to receive notifications.
- Date established
- Legal form of ownership. If a corporation, where incorporated
- Years engaged in above services under your present name
- The Resumes of Key Personnel to be assigned to the project,
- Names, titles, contact information, reporting relationships, and background and experience of the principal members of your organization, including officers. Indicate which individuals are authorized to bind the organization in negotiations with the Town.
- A List of Subcontractors to be used to supplement the firm's core staff,
- Detailed Work Experience on similar projects during the last 5 years.
- A detailed statement including the organizational structure under which the firm proposes to conduct business.
- Proposed sub consultants should be clearly identified.
- The relationship to any "parent" firm or subsidiary firm, with any of the parties concerned must be clearly defined.
- Personnel in responsible charge of the projects will be required to possess and maintain a valid Connecticut Professional Engineer's License.
- Firms responding to this request should be of adequate size and sufficiently staffed to perform the assignment described above.
- Respondents must be licensed in the State of Connecticut, and be in good standing to perform such services.
- List no less than three (3) client references (Preferably Connecticut Municipalities) for whom services similar to this RFP are currently or have previously been provided, as referenced in item 1 above. The list shall include the following information: name of organization, approximate gross cost of contract, annually, dates services encompass, services being provided and contact information. The Town reserves the right to contact these organizations regarding the services performed by the firm.

Please provide any other information that your firm believes would be important and pertinent to the Town in making their recommendations of award.

### **3. REQUIRED DISCLOSURES**

1. **Exceptions to the RFP**
2. **Default** - Have you ever defaulted on a contract? If so, where and why.
3. **Litigation** - Describe any pending litigation in which your firm may be involved.
4. **State Debarment List** .Is the proposer on the State of Connecticut's Debarment List?
5. **Occupational Safety and Health Law Violations** Has the proposer or any firm, corporation, partnership or association in which it has an interest (1) been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard,

order or regulation promulgated pursuant to such act, during the three-year period preceding the proposal (provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction) or received one or more criminal convictions - related to the injury or death of any employee in the three-year period preceding the proposal?

6. **Arbitration/Litigation** Has either the proposer or any of its principals (regardless of place of employment) been involved for the most recent ten (10) years in any resolved or pending arbitration or litigation?
7. **Criminal Proceedings**. Has the proposer or any of its principals (regardless of place of employment) ever been the subject of any criminal proceedings 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.
8. **Ethics and Offenses in Public Projects or Contracts** Has either the proposer or any of its principals (regardless of place of employment) 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?
9. If it is listed on the State of Connecticut's Debarment List;
10. A proposer's acceptability based on these disclosures lies solely in the Town's discretion.
11. **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.
12. **Affidavits/ Statements**
  - a. Proposal Form
  - b. Legal Status Disclosure
  - c. Non-Collusion Non-Conflict Affidavit and EEO/Affirmative Action Affidavit (attached)
  - d. Each proposer shall submit a completed Proposer's Non Collusion Affidavit that is part of this RFP.
  - e. Statements of References
  - f. Statement / Fee Proposal - See attached from and submit in separate sealed envelope- **if called for an interview.**

#### **4. Minimum Requirements / Method of Selection**

##### **A. Minimum Requirements**

The Consulting Engineering Firm will be evaluated and selected based on design and technical competence, the capacity and capability to perform the work within the time allotted, past record of performance, and knowledge of the Local Bridge Program, and Municipal procedures, appropriately weighted in descending order of importance.

The design fee will be negotiated on a Lump Sum Basis.

### **B. Method of Selection**

On behalf of the Town, a Selection Committee (“Committee”) will evaluate the respondents in accordance with the Requirements of the RFP, Town Purchasing Policy and the best interest of the Town. Further, the Committee may decide to interview a short list or all of the Respondents before making its final recommendation to the Chief Administrative Officer. The Committee’s recommendation for the most responsive responsible respondent shall be presented to the Chief Administrative Officer for approval and for final negotiations to finalize the contract(s) in conformance with the Town’s requirements and subject to Town approvals. The contract will not be deemed to be awarded until a written contract, in a form acceptable to the Town, has been fully executed by both parties.

All proposals will be publicly opened and read aloud as received on the date, at the time, and at the place identified in this RFP. Proposers may be present at the opening. The Town reserves the right to correct, after proposer verification, any mistake in a proposal that is a clerical error, such as a price extension, decimal point error or FOB terms. If an error exists in an extension of prices, the unit price shall prevail. In the event of a discrepancy between the price quoted in words and in figures, the words shall control. The Town reserves the rights to accept all or any part of a proposal, reject all proposals, and waive any informalities or non-material deficiencies in a proposal. The Town also reserves the right, if applicable, to award the purchase of individual items under this RFP to any combination of separate proposals or proposers. The Town will accept the proposal that, all things considered, the Town determines is in its best interests. Although price will be an important factor in most RFPs, it will not be the only basis for award. Due consideration may also 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 RFP. 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, 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 executed by the Town and the proposer. The Preliminary Notice of Award and Contract Execution dates in Section 3’s Key Dates are anticipated, not certain, dates.

**IV. TIMELINE OF RFP PROCESS**

The following is tentative timeline:

RFP and separate fee proposal envelope due	September 30, 2021
Review and optional interviews of firms	on or before October 14, 2021
Preliminary Notice of Award 2021 (subject to successful contract negotiation)	October 21, 2021
Contract Executed	October 28, 2021

**V. FORMS**

1. PROPOSAL FORM.....p 23
2. PROPOSER’S LEGAL STATUS DISCLOSURE .....p 24
3. PROPOSERS CERTIFICATION CONCERNING EQUAL EMPLOYMENT OPPORTUNITIES AND AFFIRMATIVE ACTION POLICY.....p 28
4. PROPOSERS NON COLLUSION AFFIDAVIT.....p 29
5. PROPOSER’S STATEMENT OF REFERENCES.....p 31
6. FEE PROPOSALS.....p 32

**1. PROPOSAL FORM**

To the Chief Administrative Officer:

We submit for your consideration our RFP for 2021-2. We have read the /RFP documents and are submitting our bid in full compliance with all terms and conditions except as noted below under “Exceptions.”

Upon notification of the award, we will provide the following within five (5) business days after receipt of such notice:

(i) the requested Certificate of Insurance from the following company:

\_\_\_\_\_ ; and

(ii) two original contracts, in a form provided by the Town, executed by authorized officer of awarded Respondent.

NOTE: THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID PROPOSAL, MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE PROPOSAL. SUCH SIGNATURE CONSTITUTES THE PROPOSER’S REPRESENTATIONS THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT COMPROMISING THE RFP, UNLESS AN EXCEPTION IS DESCRIBED ABOVE.

**Respondent**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

e-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

**END OF PROPOSAL FORM - 1**

## 2. PROPOSER'S LEGAL STATUS DISCLOSURE

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) \_\_\_\_\_  
\_\_\_\_\_

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**

**3. PROPOSERS CERTIFICATION CONCERNING EQUAL  
EMPLOYMENT OPPORTUNITIES AND AFFIRMATIVE ACTION  
POLICY**

I/we, the respondent, certify to the TOWN OF CANTON 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>).
2. I/we do not maintain segregated facilities.
3. I/we have filed all required employer's information reports.
4. I/we have developed and maintain written affirmative action programs.
5. I/we list job openings with federal and state employment services.
6. I/we attempt to employ and advance in employment qualified handicapped individuals.
7. I/we are in compliance with the Americans with Disabilities Act.
8. I/we (check one)  
\_\_\_\_\_ have an Affirmative Action Program, or  
\_\_\_\_\_ employ 10 people or fewer

\_\_\_\_\_

Legal Name of Proposer

Proposer's Representative, Duly Authorized \_\_\_\_\_

Name of Proposer's Authorized Representative \_\_\_\_\_

Title of Proposer's Authorized Representative \_\_\_\_\_

Date – \_\_\_\_\_

**END OF PROPOSERS CERTIFICATION CONCERNING EQUAL EMPLOYMENT  
OPPORTUNITIES AND AFFIRMATIVE ACTION POLICY**

#### **4. PROPOSERS NON COLLUSION AFFIDAVIT**

1. The undersigned bidder, having fully informed themselves regarding the accuracy of the statements made herein certifies that:
2. The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition;
3. The contents of the bid have not been communicated by the bidder and its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid;
4. No Selectman or other officer or employee or person whose salary is payable in whole or in part from the Town of Canton, nor any immediate family member thereof, is directly or indirectly interested in the Bid/Proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any profits thereof; and
5. He/She has read the Canton Code of Ethics, set forth in the Code of the Town of Canton, which is available on the Town website and he/she agrees on his/her behalf and on the behalf of his/her firm/company that he/she nor his/her firm/company are in violation of the Code with respect to this bid.
6. The proposal is genuine; it is not a collusive or sham proposal;
7. 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;
8. 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
9. No elected or appointed official or other officer or employee of the Town of Canton is directly or indirectly interested in the proposer's proposal, 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 Canton to consider its proposal and make an award in accordance therewith.

10. The undersigned further certifies that this statement is executed for the purpose of inducing the Town of Canton to consider the bid 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: -

**END OF PROPOSERS NON COLLUSION AFFIDAVIT**

**5. PROPOSERS STATEMENT OF REFERENCES**

Provide at least three (3) references:

1. BUSINESS NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
INDIVIDUAL CONTACT NAME AND POSITION \_\_\_\_\_  
\_\_\_\_\_

2. BUSINESS NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
INDIVIDUAL CONTACT NAME AND POSITION \_\_\_\_\_  
\_\_\_\_\_

3. BUSINESS NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
INDIVIDUAL CONTACT NAME AND POSITION \_\_\_\_\_  
\_\_\_\_\_

**END OF STATEMENT OF REFERENCES**

**6. STATEMENT / FEE PROPOSAL FORM**

PROPOSER'S FULL LEGAL NAME: \_\_\_\_\_

Pursuant to and in full compliance with the RFP, the undersigned proposer, having visited the site or property if applicable, and having thoroughly examined each and every document comprising the RFP, including any addenda, hereby offers and agrees as follows:

1. Preliminary Engineering: To provide the products and/or services specified in, and upon the terms and conditions of, the RFP for the total sum of \_\_\_\_\_ /100 Dollars (write out in words) (\$\_\_\_\_\_).

2. Preliminary Design (30%) and Construction Estimate: To provide the products and/or services specified in, and upon the terms and conditions of, the RFP for the total sum of \_\_\_\_\_ /100 Dollars (write out in words) (\$\_\_\_\_\_).

3. Final Design (100%) and Construction Estimate: To provide the products and/or services specified in, and upon the terms and conditions of, the RFP for the total sum of \_\_\_\_\_ /100 Dollars (write out in words) (\$\_\_\_\_\_).

4. Bid Preparation, Analysis of Bid Responses and Contractor Recommendation: To provide the products and/or services specified in, and upon the terms and conditions of, the RFP for the total sum of \_\_\_\_\_ /100 Dollars (write out in words) (\$\_\_\_\_\_).

5. Construction Inspection: To provide the products and/or services specified in, and upon the terms and conditions of, the RFP for the total sum of \_\_\_\_\_ /100 Dollars (write out in words) (\$\_\_\_\_\_).

**Summary Total**: To provide the products and/or services specified in, and upon the terms and conditions of, the RFP for the total sum of \_\_\_\_\_ /100 Dollars (write out in words) (\$\_\_\_\_\_).

**ACKNOWLEDGEMENT** In submitting this Proposal Form, the undersigned proposer acknowledges that the price(s) include all labor, materials, transportation, hauling, overhead, fees and insurances, bonds or letters of credit, profit, security, permits and licenses, and all other costs to cover the completed work called for in the RFP. Except as otherwise expressly stated in the RFP, no additional payment of any kind will be made for work accomplished under the price(s) as proposed.

Legal Name of Proposer



Proposer's Representative, Duly Authorized \_\_\_\_\_

Name of Proposer's Authorized Representative \_\_\_\_\_

Title of Proposer's Authorized Representative \_\_\_\_\_

Date – \_\_\_\_\_

**END OF STATEMENT / FEE PROPOSAL FORM**

