

**TOWN OF GLASTONBURY
PROFESSIONAL SERVICES PROCUREMENT NOTICE
REQUEST FOR QUALIFICATIONS
MINNECHAUG GOLF COURSE
DIAGNOSTIC FEASIBILITY POND STUDY
RPGL-2010-14**

The Town of Glastonbury will be accepting proposals from qualified individuals or firms to complete a diagnostic/feasibility pond study of two ponds located on the Town-owned Minnechaug Golf Course, 16 Fairway Crossing, Glastonbury, Connecticut. The basic Scope of Services includes the professional services needed to assess the current condition of the ponds, determine factors that are responsible for the degradation of the ponds and to identify and evaluate plausible alternatives to restore the ponds.

A pre-proposal site visit will be held on Friday, August 14th, 2009 at 9:00 a.m. Interested consultants should meet at the clubhouse at 16 Fairway Crossing, Glastonbury, Connecticut. Attendance is not mandatory.

Proposals must be submitted to the Purchasing Agent no later than **August 25, 2009 at 11:00 a.m.**

LATE PROPOSALS WILL NOT BE CONSIDERED. COPIES OF THE PROPOSAL ARE AVAILABLE ON THE TOWN'S WEBSITE AT www.glastonbury-ct.gov.

Mary F. Visone
Purchasing Agent

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Attachments

- Attachment A – Town of Glastonbury Response Page
- Attachment B – Statement of Non-Collusion

Section I – General Information

- The Town of Glastonbury requires the assistance of a consultant with the expertise and experience needed to conduct a diagnostic-feasibility pond study of two man-made irrigation ponds located at Minnechaug Golf Course, 16 Fairway Crossing, Glastonbury, CT 06033.
- The first pond is located on the 9th hole and serves as the primary irrigation pond for the golf course. The irrigation pump station and water supply intake are located at this pond. The pond is fed by an inlet from Salmon Brook. The water storage capacity of the pond has been severely compromised by an accumulation of sediments over many years. The pond experiences periodic blooms of aquatic plants seasonally.
- The second pond is also a man-made pond. It is located on the 7th hole and includes a man-made island green which is accessed via a footbridge. The pond serves as a backup water supply for the main irrigation pond. Water is transferred from this pond to the primary irrigation pond via a below grade conduit, as needed. Canada geese seem to have made the pond their home and there are seasonal blooms of aquatic vegetation. Accumulated sediments are not as prevalent in this pond as they are in the primary irrigation pond.

Section II - Scope of Consultant Services

- The Consultant shall complete a written diagnostic/feasibility study of the two ponds referenced in Section I.
- The Consultant shall assess and document the current conditions of the ponds and the surrounding watershed (to the extent that the watershed affects the ponds).
- The Consultant shall identify factors that contribute to the degradation of the ponds.
- The Consultant shall identify and evaluate all plausible alternatives to restore the ponds including a specific course of action to restore the ponds.
- The Consultant shall identify and describe all local, state and federal permit requirements that are likely to be triggered should the Town elect to implement actions recommended to facilitate pond restoration.
- The Consultant shall identify and describe any sources of grant funding (local, state, federal or private) that have the potential to assist the Town's efforts to restore the ponds.
- The Consultant shall prepare a detailed order of magnitude cost estimate for all recommended alternatives such estimate to include the cost of design services, permitting, construction, contingency, etc.
- As requested by the Town, the Consultant shall be able to provide 1-2 water samplings for the purpose of assessing the water quality of the ponds including nutrient loading in phosphorus and nitrogen.

- The Consultant shall be prepared to include viable and cost effective off-site measures as may be required to reduce/eliminate the deposit of sediments in the ponds.
- The initial services required shall be limited to those typically associated with a feasibility study. The Town reserves the right to extend the agreement with the selected Consultant to subsequent phases of design if the Town is satisfied with the quality of the work and deems that it is in its best interest to do so. Additional work could include design development, permitting, bidding, and construction administration.
- All drawings, reports, data, and other documents prepared by the Consultant according to this Agreement shall be submitted to the Town for its review and approval. Resulting work products of the Consultant pursuant to this solicitation shall be provided in both print and digital format and shall become property of the Town of Glastonbury.
- No such approval shall in any way be construed to relieve the Consultant of responsibility for technical adequacy or operate as a waiver of any of the Town's rights under this Agreement. The Consultant shall remain liable to the Town according to applicable laws and practices for all damages to the Town caused by the Consultant's negligent performance of any of the services furnished under this Agreement.
- The Consultant shall conduct regular meetings with the Town and/or other appropriate parties, at a location established by the Town to review progress. The Consultant will provide written notes of each meeting to all attending parties before the next meeting.
- The Consultant's services under agreements reached shall be as described above.

Section III – Submission of Proposal

Minimum Requirements

- Consultant shall be an engineering firm licensed in the State of Connecticut and have, on staff, licensed professional engineers.
- Consultant shall demonstrate sufficient staff resources, either in-house or through sub-consultants, that would be available to assist the Town with the stated Scope of Services.
- Consultant shall have demonstrated experience with similar consulting services within the past five (5) years.
- In addition to the engineering staff, the Consultant shall have sufficient staff resources, either in-house or through sub-consultants, as may be required to address the identified sedimentation and water quality issues. Those Consultants could include biologists, limnologists or persons with expertise in related disciplines.
- The Consultant shall have demonstrated experience, within the last five years, of preparing, filing and obtaining permits with State DEP and the Army Corps of Engineers including but not necessarily limited to Water Division Permits, Dredging Permits and both general programmatic and individual permits with the Army Corps of Engineers. Demonstrated experience securing wetland permits from local jurisdictions is also required.

Term of Service

The selected firm will be expected to commence services within 15 days of contract execution or on such other schedule as may be agreed to with the Town. The Town anticipates allocating up to 6 months of overall time for the project described herein including data collection, meetings, consultant preparation, etc. The Town of Glastonbury reserves the right to cancel this proposal process at any time should any of the following conditions exist:

- Funds are not appropriated to allow continuance of this contract.
- The Town, through changes in its requirements or method of operation, no longer has a need for this service.
- The Town is not satisfied with the level of services provided under the contract or the contractor fails to comply with any of the terms and conditions outlined in the contract.

Proposal Instructions

- By submitting a proposal, you represent that you have thoroughly examined and become familiar with the Scope of Consultant’s Services outlined in this RFQ and you are capable of performing the work to achieve the Town’s objectives.
- All firms are required to submit an original and seven (7) copies of their proposal to Mary F. Visone, Purchasing Agent, 2155 Main Street, Glastonbury, CT by the date and time listed in the proposal response page. All proposals will be opened publicly and recorded as received. Respondents may be present at the opening; however, there will be not public reading of Proposals. Proposals received later than the time and date specified will not be considered. The proposal must be submitted in a sealed envelope or package and the outside shall be clearly marked as follows:

**SEALED REQUEST FOR QUALIFICATIONS
PROFESSIONAL SERVICES PROCUREMENT NOTICE
MINNECHAUG GOLF COURSE – DIAGNOSTIC/FEASIBILITY POND STUDY
RPGL-2010-14
AUGUST 25, 2009
TIME – 11:00 A.M.**

- All respondents are required to submit the information detailed below. **Responses shall be organized and presented in the order listed below to assist the Town in reviewing and rating proposals.** Responses should be presented in appropriate detail to thoroughly respond to the requirements and expected services described herein. (Please only include relevant information as requested.)
 1. Table of Contents to include clear identification of the material provided by section and number.
 2. A letter of transmittal indicating the firms’ interest in providing the service and any other information that would assist the Town in making a selection. This letter must be signed by a person legally authorized to bind the firm to a contract.

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3. Name and telephone number of person(s) to be contacted for further information or clarification.
4. A background statement including a description of the firm/individual submitting the proposal. Consultant shall be an engineering firm licensed in the State of Connecticut and have, on staff, licensed professional engineers.
5. A list of staff members who would be involved with the project, including their assigned roles and a description of their background and experience. Consultant shall demonstrate sufficient staff resources, either in-house or through sub-consultants, that would be available to assist the Town with the stated Scope of Services. In addition to the engineering staff, the Consultant shall have sufficient staff resources, either in-house or through sub-consultants, as may be required to address the identified sedimentation and water quality issues. Those Consultants could include biologists, limnologists or persons with expertise in related disciplines.
6. List of similar assignments completed over the past five (5) years with the contact name, address and telephone number of the owners' representative in each project. Include any sub-consultants used to perform additional services. The Consultant shall have demonstrated experience, within the last five years, of preparing, filing and obtaining permits with State DEP and the Army Corps of Engineers including but not necessarily limited to Water Division Permits; Dredging Permits and both general programmatic and individual permits with the Army Corps of Engineers. Demonstrated experience securing wetland permits from local jurisdictions is also required.
7. Overall approach to addressing the needs of the town.
8. A concluding statement as to why the respondent is best qualified to meet the needs of the Town.
9. Proposal Response Form (**ATTACHMENT A**).
10. Respondent is required to review the Town of Glastonbury Code of Ethics adopted July 8, 2003 and effective August 1, 2003. Respondent shall acknowledge that they have reviewed the document in the area provided on the bid/proposal response page (BP). The selected Respondent will also be required to complete and sign an Acknowledgement Form prior to award. The Code of Ethics and the Consultant Acknowledgement Form can be accessed at the Town of Glastonbury website at www.glastonbury-ct.gov. Upon entering the website click on **Bids & RFPs**, which will bring you to the links for the **Code of Ethics** and the **Consultant Acknowledgement Form**. If the Respondent does not have access to the internet, a copy of these documents can be obtained through the Purchasing Department at the address listed within this bid/proposal.
11. Statement of Non-Collusion (**ATTACHMENT B**).
12. Any technical questions regarding this RFQ shall be made in writing (email acceptable) and directed to Raymond E. Purtell, Director of Parks & Recreation, 2155 Main Street, Glastonbury, CT 06033; ray.purtell@glastonbury-ct.gov. For administrative questions concerning this proposal, please contact Mary F. Visone, Purchasing Agent, at (860) 652-7588. All questions, answers, and/or addenda, as applicable, will be posted on the Town's

website at www.glastonbury-ct.gov (Upon entering the website click on Bids & RFPs). **It is the respondent's responsibility to check the website for addenda prior to submission of any proposal.**

Note: Responses to requests for more specific contract information than is contained in the RFQ shall be limited to information that is available to all offerors and that is necessary to complete this process. The request must be received at least five (5) business days prior to the advertised response deadline.

13. The Town of Glastonbury is dedicated to waste reduction and the practice of using and promoting the use of recycled and environmentally preferable products. Respondents are encouraged to submit RFP responses that are printed double-sided (except for the signed proposal page) on recycled paper, and to use paper dividers to organize the RFP for review. All proposal pages should be secured with a binder clip, staple or elastic band, and shall not be submitted in plastic binders or covers, nor shall the proposal contain any plastic inserts or pages. We appreciate your efforts towards a greener environment.

Failure to include any of the above-referenced items in the submitted PROPOSAL may be grounds for disqualifying said proposal.

Evaluation Criteria

- The following factors will be considered by the Town when evaluating proposals:
 - Accuracy, overall quality, thoroughness, and responsiveness to the Town's requirements as summarized herein.
 - The qualifications and experience of the firm, the designated account representative, and other key personnel to be assigned to the project.
 - Demonstrated ability to provide services to the Town in a timely manner; including work schedule for the project.
 - Successful performance of similar work on other accounts.
 - Ability to provide engineering services and possession of expertise in a range of environmental disciplines as may be required by the Scope of Services.
 - Overall approach to providing the consultant services requested.

Selection Process

- This request for qualifications does not commit the Town of Glastonbury to award a contract or to pay any costs incurred in the preparation of a proposal to this request. All proposals submitted in response to this request for qualifications become the property of the Town of Glastonbury. The Town of Glastonbury reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with the selected respondents, the right to extend the contract for an

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additional period, or to cancel in part or in its entirety the request for qualifications, if it is in the best interests of the Town to do so.

- An Evaluation Committee, appointed by the Town Manager, will evaluate all proposals received for completeness and the respondent’s ability to meet all requirements as outlined in this RFQ.
- Following review and evaluation of proposals, the Town reserves the right to request certain additional information. Based on review and rating of proposals, a short list of respondents will be developed and invited to make a presentation to the Consultant Selection Committee.
- Additional technical and/or cost information may be requested from any respondent by the evaluation committee prior, during, or after the interviews, if conducted, for clarification purposes, however, responses provided will in no way revise the original proposal submitted.
- Based on the results of the review of the Statements of Qualifications, interviews, and other provided supplemental information, the Town will review the Scope of Services, and other factors with the top-rated firm(s) and request fee proposals. The Town will negotiate a specific agreement based on these discussions.
- The selected respondent will be expected to execute a Consultant Agreement with Town and purchase orders will be issued to perform the agreed Scope of Services.

Timeline

The Town intends to adhere to the schedule listed below as closely as possible, but reserves the right to modify the schedule in the best interest of the Town, as required.

Publicize RFQ	Thursday, July 30, 2009
Pre-Proposal meeting (Non-Mandatory)	Friday, August 14, 2009 at 9:00 a.m.
RFQ Due Date	Tuesday, August 25, 2009 at 11:00 a.m.
Shortlist of Submittals Received	Monday, August 31, 2009
Interviews with Top Respondents	TBD September 8-16, 2009
Receive Fee Proposals from Top Respondent(s)	September 25, 2009
Contract Effective Date	October 1, 2009

Insurance

The Consultant shall, at its own expense and cost, obtain and keep in force during the entire duration of the Project or Work the following insurance coverage covering the Consultant and all of its agents, employees, sub-contractors and other providers of services and shall name the Town, its employees and agents as an Additional Insured on a primary and non-contributory basis to the Consultant’s Commercial General Liability and Automobile Liability policies. **These requirements shall be clearly stated in the remarks section on the Consultant’s Certificate of Insurance.** Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum Best’s Rating of A-. In addition, all Carriers are subject to approval by the Town. Minimum limits and requirements are stated below:

1) Worker's Compensation Insurance:

- Statutory Coverage

- Employer's Liability
- \$100,000 each accident/\$500,000 disease-policy limit/\$100,000 disease each employee

2) Commercial General Liability:

- Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.
- Limits of Liability for Bodily Injury and Building Damage
Each Occurrence \$1,000,000
Aggregate \$2,000,000 (The Aggregate Limit shall apply separately to each job.)
- A Waiver of Subrogation shall be provided

3) Automobile Insurance:

- Including all owned, hired, borrowed and non-owned vehicles
- Limit of Liability for Bodily Injury and Building Damage:
Per Accident \$1,000,000

4) Errors and Omissions Liability or Professional Services Liability Policy

- Provide Errors and Omissions Liability or Professional Services Liability Policy for a minimum Limit of Liability \$1,000,000 each occurrence or per claim. The Town, its employees and agents shall be named Additional Insured for this specific Project. The certificate shall specify that the Town and Board of Education shall receive 30 days advance written notice of cancellation or non-renewal specific to this Project.
- The Consultant agrees to maintain continuous professional liability coverage for the entire duration of this Project, and shall provide for an Extended Reporting Period in which to report claims for five (5) years following the conclusion of the Project.

The Consultant shall provide a Certificate of Insurance as "evidence" of General Liability, Auto Liability including all owned, hired, borrowed and non-owned vehicles, and statutory Worker's Compensation and Employer's Liability coverages.

The Consultant shall direct its Insurer to provide a Certificate of Insurance to the Town before any work is performed. The Certificate shall specify that the Town shall receive 30 days advance written notice of cancellation or non-renewal. The Certificate shall evidence all required coverage including the Additional Insured and Waiver of Subrogation. The Consultant shall provide the Town copies of any such Policies upon request.

Indemnification

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the Town and the Board of Education and their respective consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Consultant's work, provided that such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission by the Consultant, or breach of its

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obligations herein or by any person or organization directly or indirectly employed or engaged by the Consultant to perform or furnish either of the services, or anyone for whose acts the Consultant may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

As to any and all claims against the Town or any of its consultants, agents or employees by any employee of Consultant, by any person or organization directly or indirectly employed by Consultant to perform or furnish any of the work, or by anyone for whose acts Consultant may be liable, the indemnification obligation under this Article V shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for Consultant under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.

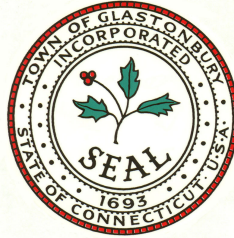
The above insurance requirements are the Town's general requirements. Insurance requirements with the awarded respondent are subject to final negotiations.

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**Attachment A
Proposal Response Page**

**THIS FORM AND THE
REQUIRED BID/PROPOSAL
MUST BE RETURNED**



TOWN OF GLASTONBURY

BID / PROPOSAL

GL # or RPGL #

2010-14

DATE ADVERTISED

July 30, 2009

DATE / TIME DUE

**August 25, 2009 at
11:00 a.m.**

NAME OF PROJECT

Minnechaug Golf Course – Diagnostic/Feasibility Pond Study

CODE OF ETHICS:

I / We have reviewed a copy of the Town of Glastonbury's Code of Ethics and agree to submit a Consultant Acknowledgement Form if I / We are selected. Yes _____ No _____ *

***Bidder is advised that effective August 1, 2003, the Town of Glastonbury cannot consider any bid or proposal where the bidder has not agreed to the above statement.**

The Respondent acknowledges receipt of the following Addendums:

Addendum #1 _____ Date: _____

Addendum #2 _____ Date: _____

Addendum #3 _____ Date: _____

Type or Print Name of Individual

Doing Business as (Trade Name)

Signature of Individual

Street Address

Title

City, State, Zip Code

Date

Telephone Number / Fax Number

E:mail Address

SS # or TIN#

(Seal – If bid is by a Corporation)

Attest

ATTACHMENT B
NON-COLLUSION STATEMENT

The company submitting this proposal certifies that it is being submitted without any collusion, communication or agreement as to any matter relating to it with any other respondent or competitor. We understand that this proposal must be signed by an authorized agent of our company to constitute a valid proposal.

Date: _____

Name of Company: _____

Name and Title of Agent: _____

By (SIGNATURE): _____

Address: _____

Telephone Number: _____