

# Mystic River Boathouse Park

## Professional Services for Site Assessment, Master Planning and Other Disciplines REQUEST FOR QUALIFICATIONS

ISSUED 3/24/2017

RFQ#2017-003

PROPOSALS DUE 2:00 pm 4/27/2017



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## NOTE:

**This is not a construction project.** The Town of Stonington is **not** seeking contractors to bid on construction documents. This RFQ is a process to select a team to provide technical assistance for the scope of work identified in this document.

## PROJECT INFORMATION

### ► OPPORTUNITY

The Town of Stonington, Connecticut is seeking proposals and qualifications from environmental, civil and landscape design firms for professional services in order to complete Phase II, Phase III Environmental Site Assessments, archaeological assessment, hazardous materials assessment, CEPA / NEPA documentation, recommendations for remediation, and site master planning for future use of town-owned property known as Proposed Mystic River Boathouse Park, 123 Greenmanville Avenue, Mystic, Connecticut 06355. Town Assessor Records ID: Map 172, Block 1, Lot 1.

There is also an opportunity for a respondent consulting firm to present an overall project management approach.

This RFQ provides requirements for prospective, qualified firms to submit their qualifications for consideration. The work will be funded under the State of Connecticut's Brownfield Revitalization Initiative, administered by the Department of Economic and Community Development (DECD), and funding from the Town of Stonington. Proposed work must meet any federal and / or state requirements.

#### ABOUT THE COVER SKETCH:

The sketch on the cover of this package was prepared solely to illustrate a conceptual development program inclusive of a park, boathouse, parking and quality public spaces. It was developed because few residents were aware of the quality of the resource that this property presents, as the property was not clearly visible from Route 27 (even though it sits adjacent to this heavily travelled road). We needed to create confidence that conceptually, the program could be accommodated; that there was value to proceed.

Neither this conceptual plan, nor the team that were engaged to develop it, are positioned for success as part of this process. The community remains open-minded about the various opportunities that exist to make this space a valuable and cherished place.

► OVERVIEW MAP



## ► ABOUT THE MYSTIC RIVER BOATHOUSE PARK SITE

In 2016 Stonington residents overwhelmingly voted to acquire this property as part of a traditional New England Town Meeting process. This decision is indicative of the strong community support for both the acquisition of the property and the conversion of this space into a public park / waterfront coastal access, along with the construction of a boathouse facility for the Stonington High School crew team.

Throughout this process, the Town has connected with key stakeholders, particularly those in the neighborhood, to win their support for project implementation. The project has particularly strong support from the adjacent Mystic Seaport and nearby Coogan Farm Nature Center.

The Board of Selectmen has developed the Mystic River Boathouse Park Implementation Committee to oversee the development of the Master Plan, complete the environmental studies, and secure permits to proceed.

The subject property, which adjoins Mystic Seaport and occupies a prominent position at the entrance to historic Mystic Village, is now owned by the Town of Stonington and transformed into a new waterfront park, with a public dock and boathouse. The project will open one of the most picturesque stretches of the Connecticut coastline to public access for kayaking, paddle-boarding, and other passive recreation, and will provide a permanent home for the local public high school crew team. Scenic coastal vistas, which have long been hidden behind a row of unsightly structures on the parcel, will also be opened up for public enjoyment.

By establishing a welcoming new gateway for the 2 million people who annually pass by the property on their way to Mystic Seaport, Mystic Aquarium, and other local attractions, the project will help support local businesses and strengthen the region's position as a leading educational tourism destination. In addition, the park will allow the adjacent Coogan Farm Nature and Heritage Center to add a waterfront dimension to its nature-education programs for children.

To create this new waterfront park, the Town of Stonington envisions demolishing the existing single-family residence and accessory structures on the property, and installing a soil cap to environmentally isolate the historic fill—primarily coal slag—that was used to create the land. The Town is also exploring the possibility of installing a living shoreline along portions of the property in order to enhance its habitat value and help buffer the property from the effects of sea level rise.

Initial steps involve conducting a hazardous materials survey of the structures to identify any special measures that may need to be taken as part of the demolition process.

Additional pre-development activities include further analysis of Areas of Concern identified during the pre-acquisition environmental site assessments. This pre-development work will help the town refine and finalize the presumed remedial action recommended by GEI consultants, so that it is in alignment with the voluntary remediation program.

The town is also planning to develop a site master plan, as site development is anticipated to occur over several years and utilize various sources of funds. This phased approach requires public participation and stakeholder engagement. The town is planning to have an extensive public participation process as part of this project.

## ► ABOUT PROJECT FUNDING

The Town of Stonington has received grants totaling \$200,000 from the State of Connecticut Department of Economic and Community Development Brownfield Program.

The Town has funding allocated for project management and implementation.

Some funding is held in escrow, from the seller, to address environmental issues.

## ► ABOUT PROJECT OVERSIGHT

The Mystic River Boathouse Park Implementation Committee (MRBHPIC) will serve in an advisory role for the project team. Established in 2017, this Committee's mission and duties are to evaluate and plan improvements at the subject property; clearing, remediating and / or demolishing structures at the subject property; and overseeing the construction of parking, sidewalks and / or other site improvements necessary for the creation of a public park. The Committee will be tasked with the creation of the park and funds for the Boathouse will be raised by a separate Committee. It is important that the Boathouse design fits into the Park design.

The Stonington Board of Selectmen has accepted a Memorandum of Agreement (MOA) with the Friends of Stonington Crew as they would like to become a tenant. The MOA establishes legal relations between the two organizations as to how they may participate during this process.

## ► RESOURCE MATERIALS

Appendices containing additional information about the site will be posted along with the RFQ on the Town of Stonington's Bid / RFP page, <http://www.stonington-ct.gov/bids-rfps>, as well as the State of Connecticut DAS contracting portal.

Appendix 1 – Baumgarten ESA Phase 1 – October 2016

Appendix 2 – Cost estimate for voluntary remediation program closure

Appendix 3 – Costing report spreadsheet

Appendix 4 – EDR Radius Map Report – Baumgarten

Appendix 5 – Environmental Remediation Assessment

Appendix 6 – Phase 1 Environmental Assessment (2008)



## SCOPE OF WORK

### ► OBJECTIVES

Due to the small size of Stonington and limited availability of town employees, much of the work required by this project will be supported through consultants. As each phase of the project is interrelated, the objective is to retain one multi-disciplinary consulting team to assist with the overall project. This approach will eliminate the duplication of effort that would be needed if different consultants were retained for each phase. The objectives are divided into three work phases:

1. **Environmental Site Assessment.** Evaluate environmental conditions and provide remediation alternatives in order to remove barriers to develop the park;
2. **Pre-Demolition Assessment.** Conduct environmental assessment activities necessary to enable the demolition of the 2,700-square foot single-family residence structure; and
3. **Site Master Planning.** Facilitate a site master development process and develop site planning materials, and construction documents to enable development into a boathouse park. Park design should enable effective and efficient remediation of any discovered or known environment issues.
4. **Project Management (ADD ALT).** The Committee may have interest in how a respondent can provide Project Management for all of these activities. Project Management should, at a minimum, include:
  - Attending and facilitating committee meetings and project oversight;
  - Managing the overall project budget, in cooperation with the Department of Finance;
  - Coordination of communications, public outreach, media relations and project web page;
  - Facilitation between the MRBHP Implementation Committee and the Boathouse Committee.
  - Project implementation assistance upon completion of the Master Plan effort.

The Project Management phase is optional (**add alt**), and respondents that choose to not include this element in their proposal will not be penalized.

The scope of work as outlined in this RFQ is preliminary. It is intended to help interested consultants understand the town's vision for their services. The final scope of services will be negotiated with the selected firm and modified as needed, depending on site conditions, the respondent's recommended approach and other factors.

**Respondents are encouraged to outline their scope of services, and approach to the work objectives. Purposeful deviations from the items listed below demonstrate subject matter expertise and are highly valued.**

### ► ENVIRONMENTAL SITE ASSESSMENT PHASE

This phase will include an environmental site analysis of the property to consider existing site conditions, opportunities and constraints, along with neighborhood and civic interests. Generally, the scope of work for the Environmental Site Assessment phase will involve:

- A Phase I has recently been completed. Phase II, Phase III Environmental Site Assessments following appropriate guidelines and / or requirements of the EPA / DEEP in order to evaluate the presence and extent of suspected contaminants in soil and ground water;
- All required reports and filings (throughout project as well as final) documenting all sampling activities and analytical results, including the extent of any identified contamination and identification of risk; and
- Preparation of remedial alternatives. At the conclusion of the Phase III investigation, the environmental professional should have a sufficient understanding of the environmental system, which requires knowledge of site geology, hydrogeology, chemistry and fate of Contaminants of Concern (COCs) and, where appropriate, ecology to evaluate potential risks to human health and the environment and to evaluate the need for remediation and to design a remedial approach. The awardee will prepare a Remedial Action Plan (RAP) in accordance with DEEP requirements, including Licensed Environmental Professional approval and all applicable public notice and filing requirements. The Remedial Action Plan must include a summary of Phase III assessment activities performed under this scope of work pursuant to preparation of the plan. The RAP must enable the implementation of the master plan and park use.

#### **Background regarding Site Environmental Issues**

The site has a long history of residential and industrial activities dating back to the turn of the century. The site was originally much smaller in size but was built up to extend into the Mystic River. The fill material used to enhance the property extents was likely coal and slag from the adjacent Velvet Mill.

Shortly after the change in boundary, a residential structure was built which has remained and been used for residential housing. A detached garage exists to the north of the residential building and the surrounding area has had various uses: coal storage, automobile storage, blacksmith shop, stonecutting, auto painting, and warehouse storage. The garage is currently used as a training facility for local crew and rowing teams. In addition, previous investigations have noted a tunnel traversing the Site from the Mill to the east and discharging to the Mystic River.

The Phase I ESA identified two Areas of Concern (AOCs):

1. Site-wide fill.
2. Former tunnel.

These AOCs have been identified by previous investigations with testing of the soil and groundwater. The results of these investigations have indicated that releases have occurred from both AOCs with constituents of concern including petroleum, heavy metals, and polycyclic aromatic hydrocarbons (PAHs).

#### **Pre-development activities to date**

| ACTIVITY                     | AGENT                        | DATE    |
|------------------------------|------------------------------|---------|
| Phase II Field Investigation | Atlantic Environmental, Inc. | 11/1995 |
| Letter Report                | TRC                          | 1/2000  |
| Phase I ESA                  | Paul Burgess, LLC            | 7/2008  |



| ACTIVITY     | AGENT                  | DATE    |
|--------------|------------------------|---------|
| Appraisal    | Russ Appraisal Service | 11/2014 |
| Phase I ESA  | GEI Consultants, Inc.  | 10/2016 |
| Phase II ESA | GEI Consultants, Inc.  | 10/2016 |

## ► PRE-DEMOLITION ASSESSMENT PHASE

This phase will include various assessments to enable the Town to secure permits for demolition in compliance with state and federal funding source requirements. Generally, the scope of work for the Pre-Demolition Assessment phase will involve:

- Hazardous building material assessment. This task applies to the identification and pre-demolition abatement measures for hazardous materials present on and in the Site buildings. It includes, but is not limited to, the following:
  - Asbestos-containing building materials,
  - Lead-based paint,
  - PCBs (present within fluorescent light ballasts, hydraulic systems, or building materials; electrical transformers have been removed from the property),
  - Mercury-containing devices (e.g., mercury switches, thermometers, thermostats, lamps),
  - Storage of chemicals, manifests, etc. and
  - Residual oil and/or hazardous materials left on-Site (e.g., fuel oil, finishing & wastewater treatment chemicals);
- Preparation of materials for a Connecticut Environmental Policy Act (CEPA) / National Environmental Policy Act (NEPA) filing with the appropriate agencies. Duties may include but are not limited to the following components:
  - Conduct studies and prepare reports to help the Town determine whether grant funded construction projects adhere to the requirements of NEPA,
  - Prepare NEPA Environmental Assessments for federal grant applications,
  - Review Categorical Exclusions to determine if an undertaking can be excluded from environmental analysis,
  - Prepare a written Environmental Impact Statement (EIS) which shall include an evaluation of the proposed action and alternatives,
  - Meet statutory timelines regarding obtaining input and/or providing notices to the public, other federal, state and local agencies as may be required in the preparation of an EIS,
  - Provide technical guidance and assistance to the Town in drafting standards for applying and reporting on CEPA / NEPA regulated activities; and
  - Completing all required statutory and environmental checklists or processes for site specific Environmental Assessments (EA), Findings of No Significant Impact (FONSI), and Requests for Release of Funds (RROF); and
- Coordination of the demolition permit process with the State Historic Preservation Office.
  - Obtain SHPO / Section 106 clearances,
  - Post notices on structures as appropriate, and
  - Meet requirements for Scenic Rivers, floodplains, wetlands, etc.
- Coastal Analysis. This task applies to the Connecticut Coastal Management Act and permitting for waterward activities

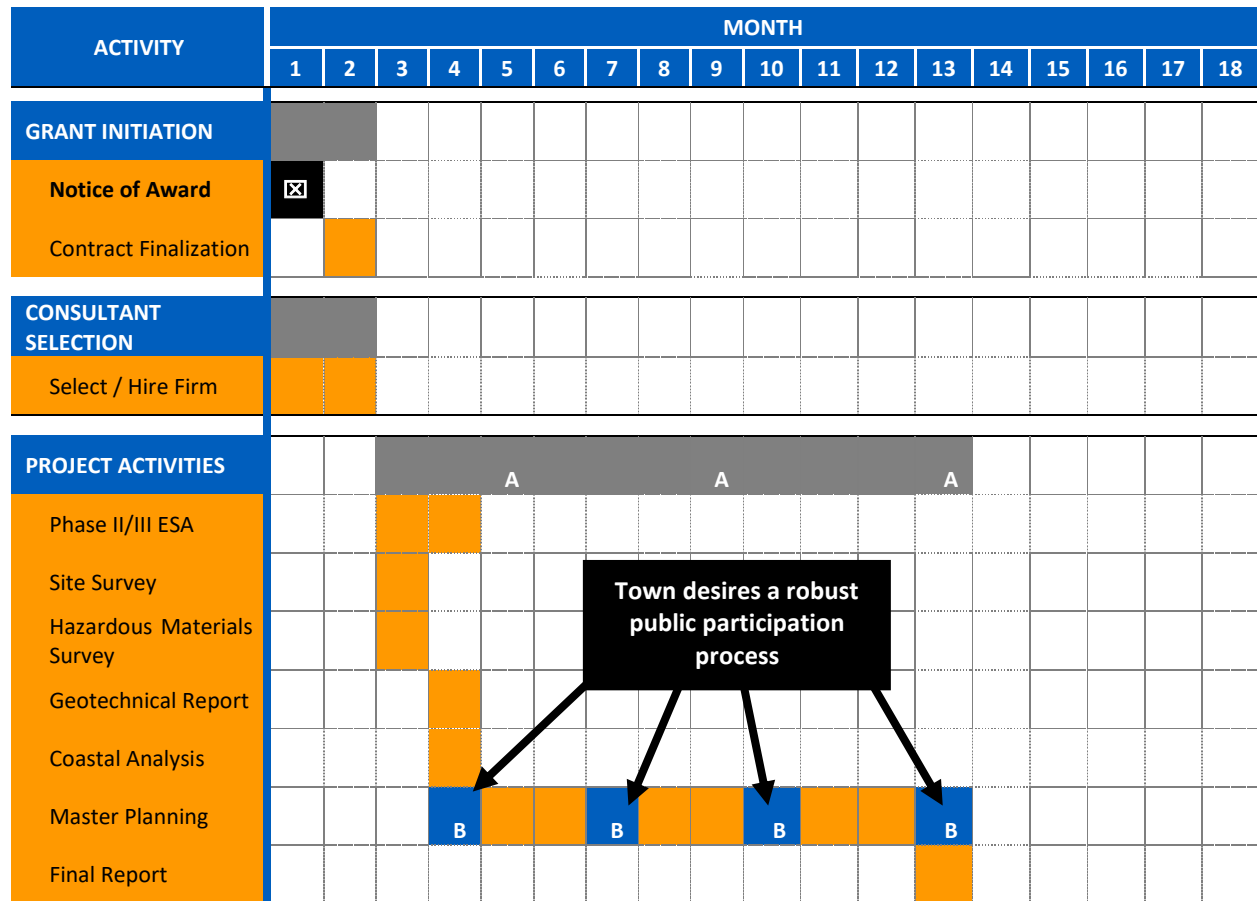
- assess the property's coastal natural resources and recommend appropriate measures to ensure their protection and / or enhancement.
- explore the possibility of installing a living shoreline along portions of the property, working in partnership with the Connecticut Institute for Resilience & Climate Adaptation (CIRCA) at the University of Connecticut.
- develop preliminary design of waterward structures (e.g., docks, piers).
- develop permit application materials for waterward structures.

## ► SITE MASTER PLANNING PHASE

This phase will include property survey work to enable evaluation of topography, existing buildings, trees, potential property uses, and landscape options. It will also include development of a park master plan that reflects the needs and interests identified by the community, the Town, Stonington Crew, and key stakeholders. Generally, the scope of work for the Site Master Planning phase will involve:

- Review existing documents and relevant background materials relating to the project;
- Conduct meetings and / or interviews with town representatives, Stonington Crew, Friends of Stonington Crew and key stakeholders as needed;
- Create property boundary, existing conditions and topographic survey (Horizontal accuracy class A-2 and topographic accuracy class T-2) – We believe adequate documents already exist;
- Develop concept plans and drawings for the park space:
  - Ability to design site sensitive, eco-friendly, low cost, durable, accessible and attractive park facilities,
  - Aspects such as environmental / historical interpretation and outdoor education,
  - ADA accessibility, traffic patterns, emergency access, view corridors, and heights and elevation drawings of key features and structures,
  - Provision of outdoor art and sculpture opportunities within the park,
  - Selection of preferred street furniture, lighting standards, bollards, vermin-proof trash receptacles, bike racks, benches, and similar infrastructure,
  - Inclusion of a comprehensive signage and wayfinding plan shall be provided with a uniformity of signage throughout the park including, locations of signs, examples of signage, and proposed interpretive signs,
  - Connectivity to other sites in the neighborhood (e.g., Mystic Seaport, Coogan Farm, Seaport Heights),
  - Security for the public should be integrated into design / infrastructure of park,
  - Appropriate access to park areas and distance from residential areas and parking, and
  - Design of vegetation and flora plan, by type, that celebrates plants and vegetation that are native to Stonington including prioritization of tree planting areas;
- Public participation and stakeholder engagement;
- Implementation of the Master Plan must be assessed by a firm with experience conducting engineering design and construction in Connecticut.
- Finalization of a park master plan;
- Cost estimate for master plan implementation; and
- Implementation program (e.g., construction phasing, funding strategy, programming, stewardship, operating cost model, park maintenance plan).

## ► CONCEPTUAL PROJECT SCHEDULE



A - Quarterly reporting on grant progress and financials

B - Public meetings

☒ - town is actively engaged in the preliminary administrative work related to the grant award.

# PROPOSAL CONTENT

## ► STATEMENT OF QUALIFICATIONS

Qualifying proposals shall include the following:

**Letter of Interest.** Submit a letter of interest signed by an officer of the firm briefly describing the team that will be involved in the project and project approach.

**Team Lead.** Identify the lead firm and project manager. Provide an organizational chart showing management structure for this project.

**Roles.** Summarize the roles and responsibilities of each firm / office that will be involved in the project.

**Key Personnel.** Provide resumes for key personnel of each firm / office involved in the project.

**Experience.** Examples of work on similar projects, including a detailed description of the work performed by the firm / team firms and contact information for the sponsoring agency / organization. Describe your experience with regard to the following:

- Environmental assessment and remediation
- Archaeological assessment
- Hazardous materials assessment
- CEPA / NEPA process
- Site planning
- Coastal engineering
- Park design and development
- Community engagement and facilitation
- Sustainable design / LEED certification
- Urban / rural design and community character
- Compliance with state and federal grant funded projects
- Projects in communities with similar attributes and issues
- Project management

## ► SCOPE OF SERVICES

**Project Approach.** A description of how you would approach the projects and tasks outlined in the preliminary scope of work, particularly those related to community engagement. This approach should include details as to how the consultant will collaborate with and utilize town staff, committee members and other volunteers in the completion of various tasks.

**Fees / Rates.** Hourly rates for project personnel and overhead rates. Respondents should also consider how funding allocated for this project can be efficiently utilized to satisfy the Town's Scope of Work. Allocating funds for each phase of work, and within in phase of work will help the community understand your understanding of the scope of work and the philosophy of your scope of services.

**Quality Control.** Provide an explanation of the firm(s)'s quality and cost control philosophy, procedures and goals. Also, include any relevant certifications of firm as well as any subcontractors or laboratories that may be used.

# SUBMISSION PROCESS

## ► RFQ ISSUED

**3/24/2017**

## ► PROPOSAL SUBMISSION DEADLINE

**4/27/2017 2:00 p.m.**

## ► SUBMIT SEALED PROPOSALS TO

Respondents shall submit five (5) printed copy, and one (1) digital version (adobe acrobat .pdf format) of the submission, in a sealed envelope, as follows:

- One opaque envelope with the fee proposal, clearly marked “Proposed Fees” (note: only a single (one) paper copy of the proposed fees is required, and
- A separate opaque envelop with the qualification statement and scope of work, clearly marked.

The “Proposed Fees” envelope can be enclosed within the qualification statement and scope of work envelope to prevent separation during transit.

Submit to:  
James Sullivan  
Director of Finance  
ATTN: MRBHP RFQ  
152 Elm Street  
Stonington, Connecticut 06378

No faxed or e-mailed proposals will be accepted.

## ► QUESTIONS

Please direct any questions or requests for explanation / interpretation of this RFQ in writing to:  
Jason Vincent, ACIP – Director of Planning [jvincent@stonington-ct.gov](mailto:jvincent@stonington-ct.gov)

Responses will be posted on the Town’s Bid / RFP page, <http://www.stonington-ct.gov/bids-rfps>, as well as the State of Connecticut DAS contracting portal.

Questions must be received no later than the date listed in the Timeline.

# REVIEW AND AWARD PROCESS

## ► OVERVIEW

Proposals will be opened on **4/27/2017** during regular Town work hours in the Department of Finance, 152 Elm Street, Stonington, Connecticut. All proposals will be reviewed by assigned Town staff and officials. Fee proposals will not be disclosed at this time. They will be reviewed after the Committee has conducted interviews.

It is anticipated that assigned staff shall include, but not be limited to, the Director of Finance, Director of Planning, Town Engineer, and the Director of Public Works and / or their assigned staff representatives.

Up to three (3) finalists will be selected for an interview.

## ► SELECTION / EVALUATION CRITERIA

Proposals will be evaluated and ranked by the following criteria:

| VALUE | CRITERIA   |
|-------|--|
| 20%   | The firm's reputation for personal and professional integrity and competence; ability to work and comply with federal, state and local government agencies and persons in official oversight/compliance capacities; and familiarity and experience with the type of project/process. |
| 25%   | Professional and educational experience of key personnel and subcontractors to be assigned to the project.   |
| 30%   | Approach to accomplish required services, ability to perform the required work within the project period.  |
| 15%   | Relevance, brevity and overall quality of the submittal.   |
| 10%   | Fees / Rates / Cost Assignment   |

Minority and women owned businesses are encouraged to apply.



## ► **TIMELINE**

The following is the anticipated schedule for the evaluation and selection of a consultant. The Town reserves the right to change these dates as needed.

|                   |   |
|-------------------|---|
| <b>3/24/2017</b>  | RFQ Posted.   |
| <b>4/13/2017</b>  | Last day that questions can be submitted.   |
| <b>4/24/2017</b>  | Last day responses to questions will be posted to town website.   |
| <b>4/27/2017</b>  | 2:00 p.m. - Proposals due from interested consultants.  |
| <b>5/4/2017</b>   | Shortlisting of firms (maximum 3).  |
| <b>5/8/2017</b>   | Firm interviews. Note: Firms are advised to plan accordingly for key team members to be available for interviews between 9:00 am and 3:00 pm. |
| <b>5/10/2017</b>  | Anticipated notification of award of selected firm.   |
| <b>5/10 - 6/7</b> | Negotiation of contract / scope of work / fee.  |
| <b>6/7/2017</b>   | Earliest anticipated time the Board of Selectmen could endorse the agreement  |
| <b>6/8/2017</b>   | Earliest anticipated project initiation   |

## ► **OWNER'S RIGHT TO ACCEPT OR REJECT OFFERS**

Respondent acknowledges and accepts that (a) the Town of Stonington("Town") reserves the right to reject any or all offers, to accept or reject any or all Alternates (Offer Options), or to accept any combination of Alternates considered advantageous to the Town and to waive any informality or irregularity in any offer which, in the Town's judgment, is in its own best interest, (b) the Contract awardee will be chosen by the Town partially on the basis of non-price evaluation factors which may include, but are not limited to: Respondent's proposed team's track record, qualifications and experience, inclusion plan / approach and Respondent's demonstrated responsibility and capabilities to undertake, complete and manage the Work.

This RFQ does not commit the Town to award a contract or pay any cost incurred in the preparation of a proposal. The Town reserves the right to accept or reject any or all proposals or parts of proposals received as a result of this request. Additionally, the Town reserves the right to waive irregularities contained in proposals received. Finally, the Town reserves the right to cancel this RFQ, in part or in its entirety, if in its sole determination, it is in its best interest to do so.

The Town of Stonington may enter into an agreement with the selected applicant based on their proposal without further discussion, or may require the applicant to enter negotiations. Applicants may be required to submit cost, technical or other revisions of their proposals that may result from such negotiation. The Town reserves the right to request any additional data, enter into further discussions, or require additional presentations in support of the written proposal at any time, prior to the execution of a contract.

All proposals submitted shall remain effective subject to review and approval for a period of sixty (60) days from the deadline for submitting proposals.

# STANDARD INSTRUCTIONS TO PROPOSERS

## ► INTRODUCTION

Interested parties should submit a proposal in accordance with the requirements and directions contained in this RFQ. Proposers are prohibited from contacting any Town employee, officer or official concerning this RFQ, except as set forth in Section 3, below. A proposer's failure to comply with this requirement may result in disqualification.

### 1. RIGHT TO AMEND OR TERMINATE THE RFQ OR CONTRACT

The Town may, before or after proposal opening and in its sole discretion, clarify, modify, amend or terminate this RFQ 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, <http://www.stonington-ct.gov/bids-rfps>. **Each proposer is responsible for checking the Town's website and CT DAS Contracting Portal to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFQ as modified by the addenda.**

### 2. PROPOSAL SUBMISSION INSTRUCTIONS

Proposals must be **received**, by the date and time noted above under "Timeline", postmarks dated prior to the submission 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.

Five (5) printed copy, and one (1) digital version (adobe acrobat .pdf format), must be submitted in sealed, opaque envelopes clearly labeled with the proposer's name, the proposer's address, the words "**Mystic River Boathouse Park,**" and the **RFQ Number 2017-003**. The Town may decline to accept proposals submitted in unmarked envelopes that the Town opens in its normal course of business. The Town may, but shall not be required to, return such proposal documents and inform the proposer that the proposal documents may be resubmitted in a sealed envelope properly marked as described above.

Proposal prices must be submitted on the Proposal Form included in this RFQ, see **Exhibit B**. 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 date and time the proposals are scheduled to be opened. Proposals are considered valid, and may not be withdrawn, cancelled or modified, for sixty (60) calendar 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.

An authorized person representing the legal entity of the proposer must sign the Proposal Form and all other forms included in this RFQ.

### 3. QUESTIONS AND AMENDMENTS

Questions concerning the process and procedures applicable to this RFQ are to be submitted **only in writing** (including by e-mail or fax) and directed **only to**:

Mr. Jason Vincent, ACIP – Director of Planning  
Stonington Town Hall  
152 Elm Street  
Stonington, CT 06378  
Email: [jvincent@stonington-ct.gov](mailto:jvincent@stonington-ct.gov)  
Fax (860) 535-1023

Proposers shall copy Mr. James. Sullivan, [jsullivan@stonington-ct.gov](mailto:jsullivan@stonington-ct.gov) as well.

**Proposers are prohibited from contacting any Town employee, officer or official concerning this RFQ. A proposer's failure to comply with this requirement may result in disqualification.**

The appropriate Town representative listed above must receive any questions from proposers per the Timeline. That representative will confirm receipt of a proposer's questions by e-mail. The Town will answer all relevant written questions by issuing one or more addenda, which shall become a part of this RFQ and the resulting Contract.

Per the Timeline, the Town will post any addenda on Town's website, <http://www.stonington-ct.gov/bids-rfps> or on the CT DAS contracting portal. **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 RFQ 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 RFQ, and no proposer shall rely on any alleged oral statement.

### 4. 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.

### 5. COSTS FOR PREPARING PROPOSAL

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

### 6. OWNERSHIP OF PROPOSALS

All proposals submitted become the Town's property and will not be returned to proposers.

### 7. FREEDOM OF INFORMATION ACT

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.

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 responsible for defending any complaint brought in connection with the nondisclosure, including appearing before the Freedom of Information Commission, and providing witnesses and documents as appropriate.

## 8. REQUIRED DISCLOSURES

Each proposer must, in its **Required Disclosures Form**, see **Exhibit F**, make the disclosures set forth in that form. A proposer's acceptability based on those disclosures lies solely in the Town's discretion.

## 9. REFERENCES

Each proposer must complete and submit the **Proposer's Statement of References Form** included in this RFQ, see **Exhibit E**.

## 10. 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. Each proposer must complete the **Proposer's Legal Status Disclosure Form** included in this RFQ, see **Exhibit C**.

## 11. PRESUMPTION OF PROPOSER'S FULL KNOWLEDGE

Each proposer is responsible for having read and understood each document in this RFQ and any addenda issued by the Town. A proposer's failure to have reviewed all information that is part of or applicable to this RFQ, including but not only any addenda posted on the Town's website and/or CT DAS Contracting Portal, 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 RFQ or the provision or goods or 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/the goods described in this RFQ, and it is capable of performing the work/delivering/installing the goods 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.

## 12. TAX EXEMPTIONS

The Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes. Exemption from State sales tax per Conn. Gen. Stat. Chapter 219, § 12-412(1). Federal Tax Exempt number will be provided to the selected firm prior to execution of contract.

### 13. 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 RFQ, as delineated in **Exhibit A**. The Town reserves the right to request from the successful proposer a complete, certified copy of each required insurance policy.

### 14. AWARD CRITERIA; PRELIMINARY SELECTION; CONTRACT EXECUTION

All proposals must be received per the Timeline identified in this RFQ. Proposers may, but are not required to 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 RFQ to any combination of separate proposals or proposers.

The Town will not award the proposal to any business 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 issue a Preliminary Notice of Award. The preliminary notice of award may be subject to further negotiations 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.**

### 15. NONRESIDENT REAL PROPERTY CONTRACTORS

If the successful proposer is a “nonresident contractor” as defined in Conn. Gen. Stat. § 12-430(7)(A) as amended, it shall comply fully with the provisions of § 12-430(7) and, prior to execution of the Contract, shall furnish the Town with proof that it is a “verified contractor” within the meaning of General Statutes Section 12-430(7) or that it has posted a bond with the Commissioner of Revenue Services in compliance with General Statutes Section 12-430(7). The successful proposer agrees 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 any and all taxes, interest and penalties that the State of Connecticut asserts are due with respect to the successful proposer’s activities under the Contract.

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, whether or not a lawsuit or other proceeding is commenced, which obligations shall survive the termination or expiration of the Contract.

### 16. 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.

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. The successful proposer's obligations under this section shall survive the termination or expiration of the Contract.

## 17. NON-COLLUSION AFFIDAVIT

Each proposer shall submit a completed **Proposer's Non-Collusion Affidavit Form** that is part of this RFQ, see **Exhibit D**.

## 18. CONTRACT TERMS

The following provisions will be mandatory terms of the Town's Contract with the successful proposer. If a proposer is unwilling or unable to meet, or seeks to clarify or modify, any of these Contract Terms, the proposer must disclose that inability, unwillingness, clarification and/or modification in its Proposal Form.

### a. 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 or 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 RFQ 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 or its Indemnified Parties against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of the Town Indemnified Parties.

In any and all claims against the Town or its 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 or 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 or its Indemnified Parties in enforcing any of the successful proposer's obligations under this section. The successful proposer's obligations under this section shall survive the termination or expiration of the Contract.



As a municipal agency of the State of Connecticut, the Town will NOT defend, indemnify, or hold harmless the successful proposer.

**b. 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.

**c. 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).

**d. COMPLIANCE WITH LAWS**

The successful proposer shall comply with all applicable laws, regulations, ordinances, codes and orders of the United States, the State of Connecticut and the Town related to its proposal and the performance of the Contract.

**e. NONDISCRIMINATION AND AFFIRMATIVE ACTION**

In the performance of the Contract, the successful proposer will not discriminate or permit discrimination in any manner prohibited by the laws of the United States or of the State of Connecticut against any person or group of persons on the grounds of race, color, religious creed, age (except minimum age), marital status or civil union status, national origin, ancestry, sex, sexual orientation, mental retardation, mental disability or physical disability, including but not limited to blindness, unless the successful proposer shows that such disability prevents performance of the work involved.

In the performance of the Contract, the successful proposer will take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age (except minimum age), marital status or civil union status, national origin, ancestry, sex, sexual orientation, mental retardation, mental disability or physical disability, including but not limited to blindness, unless the successful proposer shows that such disability prevents performance of the work involved.

Any violation of these provisions shall be considered a material violation of the Contract and shall be grounds for the Town's cancellation, termination or suspension, in whole or in part, of the Contract and may result in ineligibility for further Town contracts.

**f. 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.

**g. CESSATION OF BUSINESS/BANKRUPTCY/RECEIVERSHIP**

If the successful proposer ceases to exist, dissolves as a business entity, ceases to operate, files a petition or proceeding under any bankruptcy or insolvency laws or has such a petition or proceeding filed against it, the Town has the right to terminate the Contract effective immediately. In that event, the Town reserves the right, in its sole discretion as it deems appropriate and without prior notice to the successful proposer, to make arrangements with another person or business entity to provide the services described in the Contract and to exercise any or all of its rights at Law, in equity, and/or under the Contract.

**h. AMENDMENTS**

The Contract may not be altered or amended except by the written agreement of both parties.

**i. ENTIRE AGREEMENT**

It is expressly understood and agreed that the Contract contains the entire agreement between the parties, and that the parties are not, and shall not be, bound by any stipulations, representations, agreements or promises, oral or otherwise, not printed or inserted in the Contract or its attached exhibits.

**j. 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.

**k. CONNECTICUT LAW AND 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.

**l. 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.

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END OF STANDARD INSTRUCTIONS TO PROPOSERS

STONINGTON, CONNECTICUT  
REQUEST FOR QUALIFICATIONS FOR  
MYSTIC RIVER BOATHOUSE PARK  
ENVIRONMENTAL SITE ASSESSMENT AND SITE MASTER PLAN  
RFQ#2017-003

## EXHIBIT A INSURANCE REQUIREMENTS

The Successful Proposer shall agree to maintain in force at all times during which services are to be performed the following coverages placed with company(ies) licensed by the State of Connecticut that have at least an "A-" VIII policyholders rating according to Best Publication's latest edition Key Rating Guide.

|  |   |   |
|--|---|---|
| General Liability*   | Each Occurrence                           | (Minimum Limits) \$1,000,000                                    |
|  | General Aggregate                         | \$3,000,000   |
|  | Products / Completed Operations Aggregate | \$3,000,000   |
|  | Personal and ADV Injury                   | \$1,000,000   |
|  | Damage to Rented Premises                 | \$300,000   |
|  | Medical Expense (anyone person)           | \$10,000  |
| Auto Liability*  | Combined Single Limit                     |   |
|  | Each Accident                             | \$1,000,000   |
| Professional Liability                                       | Each Claim or Each Occurrence             | \$1,000,000   |
|  | Aggregate                                 | \$1,000,000   |
| Umbrella*<br>(Excess Liability)                              | Each Occurrence                           | \$1,000,000   |
|  | Aggregate                                 | \$1,000,000   |
| * "Town of Stonington shall be named as "Additional Insured" |   | Coverage is to be provided on a primary, noncontributory basis. |

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.

|   |  |           |
|---|--|-----------|
| Workers' Compensation and<br>Employers' Liability | WC Statutory Limits EL Each Accident   |           |
|   | EL for each accident for bodily injury | \$500,000 |
|   | EL Disease Each Employee               | \$500,000 |
|   | EL Disease Policy Limit                | \$500,000 |

Original, completed Certificates of Insurance must be presented to the Town prior to contract issuance. The Successful Proposer agrees to provide replacement / renewal certificates at least 60 days prior to the expiration of any policy. Should any of the above described policies be cancelled before the expiration date, written notice must be given to the Town 30 days prior to cancellation.

### INSURANCE REQUIREMENTS FOR SUBCONTRACTORS

The Contractor shall ensure that all tiers of their subcontractors shall procure and maintain insurance in like form and amounts including the Additional Insured requirements, as set forth above. Copies of the certificates of insurance must be provided to the Town prior to the subcontractor entering the jobsite.

STONINGTON, CONNECTICUT  
REQUEST FOR QUALIFICATIONS FOR  
MYSTIC RIVER BOATHOUSE PARK  
ENVIRONMENTAL SITE ASSESSMENT AND SITE MASTER PLAN  
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**EXHIBIT B FEE PROPOSAL FORM**

To:     Town of Stonington  
          152 Elm Street  
          Stonington, CT 06378

The undersigned hereby offers to perform the services described in **RFQ#2017-003** for an environmental site assessment and site master plan for this project for the fee proposal set forth herein.

|  |    |
|--|----|
| <b>Phase 1:</b> Environmental site assessment phase lump sum fee | \$ |
|  |    |
| <b>Phase 2:</b> Pre-demolition assessment phase lump sum         | \$ |
|  |    |
| <b>Phase 3:</b> Site Master Planning Phase                       | \$ |
|  |    |
| <b>Phase 4:</b> Project Management ( <b>Add Alt</b> )            | \$ |
|  |    |
| <b>Total Fee:</b>  | \$ |
|  |    |

PLEASE PROVIDE STAFF HOURLY RATES ON SEPARATE PAGE.

**AUTHORIZED REPRESENTATIVE:**

\_\_\_\_\_  
*Name of Firm*

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date:

STONINGTON, CONNECTICUT  
REQUEST FOR QUALIFICATIONS FOR  
MYSTIC RIVER BOATHOUSE PARK  
ENVIRONMENTAL SITE ASSESSMENT AND SITE MASTER PLAN  
RFQ#2017-003

## EXHIBIT C 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 |  |
| <b>NAMES OF CURRENT OFFICERS</b>    |  |

|   |           |                         |
|---|-----------|-------------------------|
| 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                |  |
| <b>NAMES OF CURRENT MANAGER(S) AND MEMBER(S)</b>   |  |

|                       |                                   |
|-----------------------|-----------------------------------|
| 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."**

**PROPOSAL SUBMITTED BY**

---

Proposer's Full Legal Name

---

Printed Name and Title of Authorized Representative

---

Signature

---

Date:

---

**END OF LEGAL STATUS DISCLOSURE FORM**

STONINGTON, CONNECTICUT  
REQUEST FOR QUALIFICATIONS FOR  
MYSTIC RIVER BOATHOUSE PARK  
ENVIRONMENTAL SITE ASSESSMENT AND SITE MASTER PLAN  
RFQ#2017-003

## EXHIBIT D PROPOSER'S NON-COLLUSION AFFIDAVIT FORM

**PROPOSAL FOR:**

The undersigned proposer, having fully informed himself/herself/itself regarding the accuracy of the statements made herein, certifies that:

1. the proposal is genuine; it is not a collusive or sham proposal;
2. 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;
3. 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
4. no elected or appointed official or other officer or employee of the Town of Stonington 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 Stonington to consider its proposal and make an award in accordance therewith.

**PROPOSAL SUBMITTED BY**

\_\_\_\_\_  
Proposer's Full Legal Name

\_\_\_\_\_  
Printed Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date:

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
END OF NON-COLLUSION AFFIDAVIT FORM

STONINGTON, CONNECTICUT  
REQUEST FOR QUALIFICATIONS FOR  
MYSTIC RIVER BOATHOUSE PARK  
ENVIRONMENTAL SITE ASSESSMENT AND SITE MASTER PLAN  
RFQ#2017-003

## EXHIBIT E PROPOSER'S STATEMENT OF REFERENCES FORM

Provide at least three (3) references:

|  |  |
|--|--|
| <b>BUSINESS NAME</b>                           |  |
| <b>MAILING ADDRESS</b>                         |  |
| <b>TELEPHONE</b>                               |  |
| <b>INDIVIDUALCONTACT NAME<br/>AND POSITION</b> |  |

|  |  |
|--|--|
| <b>BUSINESS NAME</b>                           |  |
| <b>MAILING ADDRESS</b>                         |  |
| <b>TELEPHONE</b>                               |  |
| <b>INDIVIDUALCONTACT NAME<br/>AND POSITION</b> |  |

|  |  |
|--|--|
| <b>BUSINESS NAME</b>                           |  |
| <b>MAILING ADDRESS</b>                         |  |
| <b>TELEPHONE</b>                               |  |
| <b>INDIVIDUALCONTACT NAME<br/>AND POSITION</b> |  |

END OF STATEMENT OF REFERENCES FORM

STONINGTON, CONNECTICUT  
REQUEST FOR QUALIFICATIONS FOR  
MYSTIC RIVER BOATHOUSE PARK  
ENVIRONMENTAL SITE ASSESSMENT AND SITE MASTER PLAN  
RFQ#2017-003

## EXHIBIT F REQUIRED DISCLOSURES

### EXCEPTIONS TO / CLARIFICATIONS OF / MODIFICATIONS OF THE RFQ

\_\_\_\_\_ This proposal does not take exception to or seek to clarify or modify any requirement of the RFQ, including but not only any of the Contract Terms set forth in the Standard Instructions to Proposers. The proposer agrees to each and every requirement, term, provision and condition of this RFQ.

**OR**

\_\_\_\_\_ This proposal takes exception(s) to and/or seeks to clarify or modify certain of the RFQ requirements, including but not only the following Contract Terms set forth in the Standard Instructions to Proposers. Attached is a sheet fully describing each such exception.

### STATE DEBARMENT LIST

Is the proposer on the State of Connecticut's Debarment List?

\_\_\_\_\_ **YES**

\_\_\_\_\_ **NO**

### 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 (2) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the proposal?

\_\_\_\_\_ **YES**

\_\_\_\_\_ **NO**

If "yes," attach a sheet fully describing each such matter.

## ARBITRATION / LITIGATION

Has either the proposer or any of its principals (current or former, regardless of place of employment) been involved for the most recent ten (10) years in any pending or resolved arbitration or litigation?

\_\_\_\_\_ **YES**

\_\_\_\_\_ **NO**

If "yes," attach a sheet fully describing each such matter.

## CRIMINAL PROCEEDINGS

Has the proposer or any of its principals (current or former, regardless of place of employment) ever been the subject of any criminal proceedings?

\_\_\_\_\_ **YES**

\_\_\_\_\_ **NO**

If "yes," attach a sheet fully describing each such matter.

## ETHICS AND OFFENSES IN PUBLIC PROJECTS OR CONTRACTS

Has either the proposer or any of its principals (current or former, 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?

\_\_\_\_\_ **YES**

\_\_\_\_\_ **NO**

If "yes," attach a sheet fully describing each such matter.

## FEDERAL DEBARMENT LIST

Is the proposer on the Federal Government's Debarment List?

\_\_\_\_\_ **YES**

\_\_\_\_\_ **NO**

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END OF REQUIRED DISCLOSURES FORM