

**COMMUNITY COASTAL RESILIENCY PLAN  
REQUEST FOR PROPOSALS/QUALIFICATIONS  
#2016-003**



**TOWN OF STONINGTON, CONNECTICUT**

**PROPOSALS DUE MARCH 18, 2016**

# **Request for Qualifications and Proposals (RFP/RFQ) #2016-003**

## **Town of Stonington, Connecticut**

### **Community Coastal Resiliency Plan**

#### **Project Title:**

Stonington Community Coastal Resiliency Plan

#### **Background:**

Located in the southeastern corner of the State, the Town of Stonington is particularly at risk from sea level rise and storm surges. While the Town was spared a direct hit from Hurricane Sandy, it still suffered substantial damage from this and other recent storm events. The Town received over \$280,000 in reimbursement funding from FEMA for damage to the Town Dock, Masons Island Causeway and other sites. According to the Hazard Mitigation Plans for both the Town and the Borough, approximately 1,211 properties are located within Zone AE that are vulnerable to coastal flooding with an additional 220 properties in Zone VE. According to FEMA the Town has 1,291 flood insurance policies with \$4,517,124 paid since 1978.

Stonington is focusing on planning for the sea level rise and coastal flooding. As a community that historically developed in close proximity to the coast, Stonington has several areas in which increased resiliency will be a necessity over the next few decades. Areas like the historic villages of Mystic and Stonington Borough cannot effectively retreat out of harm's way. Stonington seeks to find planning solutions for the challenges it faces.

It is envisioned that this project will take a holistic view toward planning for coastal resiliency in Stonington and that it will analyze risks to the Town's population, housing stock, infrastructure, economy, civic spaces and historic and natural resources. Further, it is envisioned that throughout the planning process there will be extensive public input to gather public knowledge and to gain community support for any recommendations. Since it is likely that many of these recommendations will impact public safety during emergencies, public input and acceptance of the plan are critical.

One of the project's primary areas of focus will be to protect public infrastructure from coastal flooding and sea level rise. Key infrastructure includes recommending solutions for the Masons Island Causeway, Town dock (home to the State's only commercial fishing fleet), sewer pump stations and treatment plants, roadways, shoreline infrastructure and drainage systems.

Low-lying areas are already subject to periodic coastal flooding with drainage systems and shoreline infrastructure that are often inadequate. Planning for sea level rise will help minimize potential loss of life and destruction to property and also minimize the expenditures associated with repeated repairs to public infrastructure after storms.

It is envisioned that this project will also investigate ways to enhance coastal resources, provide opportunities for “living shorelines” and adapt to salt marsh advancement. The 2014 report “A Salt Marsh Advancement Zone Assessment of Stonington, CT” by the Nature Conservancy’s Coastal Resilience Program concludes that the Town’s salt marshes are expected to advance by approximately 2,000 acres by 2080.

The Town of Stonington has established Goals and Objectives in its recently adopted *2015 Plan of Conservation and Development (POCD)* concerning coastal resiliency. Included in the “Coastal Resources” chapter of the Plan are several recommended policies and tasks that address planning for climate change. One of these recommended tasks, which this study is intended to address, is to “Work with the Borough to identify climate-related vulnerabilities in Town and issue a Climate Change Impact Report with recommendations for mitigation measures.”

The 2015 POCD is available on the Town’s website at [www.stonington-ct.gov/planning-department/pages/plan-of-conservation-and-development](http://www.stonington-ct.gov/planning-department/pages/plan-of-conservation-and-development). The Town’s recently formed Climate Change Task Force will play a role in assisting in the study.

### **Project Funding:**

This project is funded through the Federal Community Development Block Grant Disaster Recovery (CDBG-DR) program with funding being passed through and managed by the Connecticut Department of Housing. The budget for the planning project is \$140,000 funded solely through a CDBG-DR grant award of \$150,000. The grant period runs through September 2017. The Town is seeking a Lump Sum proposal. The successful proposer will be well versed in the in the uses and restrictions of CDBG-DR grants, and will design the scope and breath of their proposal to insure compliance with any restrictions under federal guidelines pertaining to the CDBG-DR grant as well as any additional requirements, if any, imposed by the Connecticut Department of Housing. Proposers shall review HUD form HUD-5369-B “Instructions to Offerors, Non-Construction” (Appendix A).

### **Services Requested:**

An overarching goal of the study is to answer the question “How can Stonington’s densely developed villages effectively prepare for sea level rise and related storm surges?” The Town has recently formed a Climate Change Task Force which will provide input and guidance to the preparation of the plan.

1. Data gathering.
  - a. At a minimum, this step entails review of the Hazard Mitigation Plans previously developed for the Town and Borough. Other information to be reviewed includes the Town and Borough’s Zoning Regulations, Plans of Conservation and Development and other local planning documents including the Town’s Open

Space Plan, Rt. 1 Corridor Study and Mystic Mobility Study. The extent of previous damage from Sandy and other storms will also be investigated.

- b. GIS data collection. At a minimum, this step entails collection of relevant GIS data from the Town and other public sources to create a database of structures along the coast and their relation to existing topography. Elevation certificates on file may also be reviewed.
2. Public input. At least one initial public input meeting will be conducted to inform the public of the study and get a sense of major concerns. At least one public input session will present the findings of the draft plan. At least one public presentation will present the final plan. The consultant will meet occasionally with the Climate Change Task Force who will provide input and guidance to the study. Meetings may also be held with other boards (e.g., Planning and Zoning Commission, Board of Selectmen).
3. Risk assessment. The consultant will use GIS data, existing plans, sea level rise viewing tools and other information to identify future vulnerabilities (e.g., economic, infrastructure, community facilities, community services) and risks. Independent sea level rise projections will not be developed for this project.
4. Review of possible solutions. Relevant solutions will be reviewed and evaluated that relate to the vulnerabilities identified in the risk assessment. These strategies should include a cost benefit analysis.
5. Preparation of the draft Coastal Resilience Plan. The results of the previous steps will be communicated in a draft plan. The goal is for the plan to be easy to understand with risks and recommended solutions clearly stated. Recommendations will be developed with an eye toward implementation and will take into consideration potential costs, benefits and potential funding sources for implementation. If funds allow, engineered solutions will be developed for specific public infrastructure vulnerabilities.
6. Public review of draft plan. A well advertised public input session will present the findings of the draft plan to the general public and relate to the public's initial concerns. This stage may also include meetings with various local boards for additional input.
7. Preparation of final Coastal Resilience Plan. Using input received, revisions will be made to the draft plan. A final public presentation may be held at this stage if warranted due to the number and scope of revisions. The intention is for the final plan to be adopted by both the Town and Borough as a planning document and possibly adopted as an appendix to the Town and Borough's Plans of Conservation and Development.

The Department of Planning will be available to consult and direct in data gathering, meeting and event planning and general coordination. This grant will be administered by the Town of

Stonington in coordination with the Borough of Stonington. The funds will be used to develop comprehensive solutions that increase coastal resiliency throughout the Town's at risk areas. The plan will serve to analyze risks to the Town's population, housing stock, public infrastructure, economy, civic spaces and historic and natural resources.

The Town and the successful proposer may agree to mutually amend the scope of services in order to accomplish the project as described. All amendments to the scope of services shall be in writing.

### **Submittal Requirements:**

Firms wishing to be considered for the study are expected to be engineering/planning consultants with expertise and experience developing municipal coastal resiliency plans.

Submissions shall include:

1. A general statement of qualifications of the firm and any sub-consultants.
2. Information on specific experience with similar projects including any experience with municipal coastal resiliency planning. Include sample copies of any completed studies or website links where they are posted.
3. Demonstration of experience in working with municipal local land use boards and executive bodies in Connecticut.
4. Demonstration of experience in engaging the public in a similar planning study process. Description of experience with public outreach and approach to running a successful public planning event.
5. A list and curriculum vitae of the specific staff, to be assigned to the project. Proposed project manager shall be identified.
6. A list of references for on-going and recently completed municipal planning projects including contact person and phone number.
7. Proposed work plan process, approach and timetable. A detailed description of the proposed work plan in response to the scope of work outlined in this document. Work plan shall include the respondent's proposed methodology, process and timetable for completion.
8. A fee proposal for the scope of work. This is a lump sum proposal. Please provide a detailed breakdown of the sum proposal to complete tasks within each of the project components. Fee proposal shall include all inclusive total costs, by task, for the proposed work plan including personnel costs (anticipated hours, hourly rate, and

associated travel costs), materials and any other necessary requirements. The grant award allows for a maximum of \$140,000 for consultant tasks. The Town of Stonington reserves the right to modify the respondent's proposed work plan. Negotiations may be undertaken to modify the lump sum proposal as appropriate.

9. Any additional information that will assist in evaluating the applicant's qualifications.
10. Certificate of insurance with the following limits:
  - Workers' Compensation – Limits as required by the State of Connecticut
  - Professional Liability (errors and omissions) – not less than \$1,000,000
  - Comprehensive General Liability – not less than \$1,000,000; \$3,000,000 general aggregate
  - Automobile Liability – not less than \$1,000,000
  - Umbrella Liability – not less than \$1,000,000
11. Respondents must submit HUD form HUD-5369-C "Certifications and Representations of Offerors, Non-Construction Contract" (Appendix B).
12. Respondents must include a signed Non-Collusion Statement (Appendix C) with its submittal.
13. Local Vendor Preference Affidavit if applicable. (Affidavit available online at [www.stonington-ct.gov/bids-rfps](http://www.stonington-ct.gov/bids-rfps).)

## **Evaluation and Award:**

### **A. Selection Process:**

A consultant selection committee comprising Town staff, and members of relevant boards and commissions will be formed to review the proposals, short list and possibly interview the applicants. The selection committee will make a final selection of the successful consultant for this project. The RFQ/RFP 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.

### **B. Evaluation Criteria:**

1. Qualifications and relevant experience of the firm and any proposed sub-consultants in successfully preparing Coastal Resiliency Plans for Connecticut towns of similar size and character as Stonington. Specific experience shall include but not be limited to the following:
  - GIS analysis of flood hazard risk

- Devising engineering solutions to flood hazard risks related to public infrastructure, natural and historic resources
  - Preparing municipal plans with an emphasis on implementable recommendations
  - Successful engagement with the public in dialogues about coastal resiliency
  - Creative, sustainable designs and regulatory approaches to the challenges of sea level rise and coastal resiliency
  - Revising municipal land use regulations in order to implement climate change goals
  - Emergency management planning related to flood hazards and storm surges
  - Planning projects involving CDBG funding
2. Qualifications of key personnel, inclusive of any outside consultants to be assigned to the project.
  3. Ability to reach consensus through public engagement that results in completed planning projects.
  4. Demonstrated ability to meet schedules and deadlines. Some priority will be given to applicants who can commence work immediately.
  5. Proposed cost of work to be performed. Cost shall not be the sole basis for selection. Extra consideration is given to factors such as quality, the vendor's performance history and reputation.

### **C. Critical Dates:**

- Consultant's deadline for submitting questions related to this RFP/RFQ:  
**WEDNESDAY MARCH 9, 2016, 4:00PM**
- Town's deadline for responding to consultant questions:  
**MONDAY MARCH 14, 2016, 4:00PM**
- Proposal deadline: **FRIDAY MARCH 18, 2016, 3:00PM**

### **D. Questions:**

- No oral interpretations shall be made to any respondent as to the meaning of any of the documents. Every request for an interpretation shall be made in writing and submitted via email, such questions must be received by Wednesday March 9, 2016, 4:00PM.

- Any questions regarding this RFP/RFQ should be directed in writing via email to Keith A. Brynes, AICP, Town Planner (kbrynes@stonington-ct.gov);
- The Town will post its response to questions and clarifications by 4:00PM on Monday, March 14, 2016, 4:00PM. It is the responsibility of each RFP/RFQ respondent to check the website for any addendums.

**E. Additional Information:**

1. Any and all modifications to the RFQ/RFP must be written and not oral.
2. The Town of Stonington reserves the right to reject any and all bids in whole or in part or to waive any informality in bidding if it is determined by the Town to be in the best interest of the Town of Stonington.
3. Bids may be held by the Town of Stonington for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of the bidder prior to awarding the contract.
4. The proposer is required to prepare its proposal in accordance with the RFQ/RFP, including any modifying addenda. Proposers must disclose in writing any exceptions to the RFP.
5. Proposers must inform the Town of information concerning any:
  - a. Listing on the State's Disbarment List or List of Parties Excluded from Federal Procurement.
  - b. Ineligibility, per Connecticut General Statute Section 31-57b to be awarded the contract because of occupational safety and health violations.
  - c. Arbitrations and litigation.
  - d. Criminal proceedings.
  - e. State or local ethics law, regulation, ordinance and /or policy violations.
6. The Town reserves its right to request additional information from proposers, subsequent to the opening of bids.
7. The proposer is solely responsible for the costs of its proposal.
8. Submitted proposals are the Town's property and will not be returned.
9. The proposer is presumed to have full knowledge of the RFQ/RFP and any addenda, the project scope or work to be done, and all applicable laws.

10. Any and all information received from proposers is subject to the Freedom of Information Act (FOI) and may be disclosed to the general public. If any information is deemed to be proprietary and confidential by the proposer, the proposer should be prepared to defend not disclosing such information pursuant to a FOI request.
11. The making of a preliminary award to a proposer does not constitute a contract and does not provide the proposer with any rights and does not impose upon the Town any obligations. A proposer has rights, and the Town has obligations, only if and when a Contract is executed by the Town and the proposer.
12. By offering a submission to this RFQ/P the respondent certifies that it has not divulged to, discussed or compared its proposal with other proposers and has not colluded with any other proposer or parties to this proposal whatsoever. Respondents must complete the Town's Non-Collusion Statement (Appendix C) and submit with proposal.

**F. Submission of Proposals and Deadline:**

In order to be considered for consulting work pursuant to this RFQ/RFP, firms must return **4** hard copies of proposals in a sealed envelope as well as an electronic copy of all submission materials by **3:00 PM on FRIDAY MARCH 18, 2016** to the office below. Sealed envelopes must be labeled "RFP #2016-003" for reference.

Town of Stonington  
Department of Planning  
152 Elm Street  
Stonington CT 06378  
Attn: Keith A. Brynes, AICP, Town Planner

Email for electronic copy: [kbrynes@stonington-ct.gov](mailto:kbrynes@stonington-ct.gov)

Responses received after the time and date listed above will not be considered.

**G. Right to Annul or Terminate:**

The Town reserves the right to amend or terminate the RFQ/RFP at its sole discretion, before or after receiving proposals.

**H. Non-Discrimination Clause:**

During the performance of any work that results from this RFQ/RFP, the proposer and its subcontractors shall not deny the agreement's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, sexual orientation, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry,

sexual orientation, physical or mental disability, medical condition, marital status, age or sex. The proposer shall insure that evaluation and treatment of employees and applicants for employment are free of such discrimination. This project must abide by all relevant HUD policies regarding non-discrimination.

The successful proposer shall indemnify the Town, its officers and employees against liability for injury or damage cause by any negligent act or omission of any of its employees or volunteers or agents in the performance of this agreement and shall hold the Town harmless for any loss occasioned as a result of the performance of this contract by the proposer.

The Town of Stonington is an Equal Opportunity Employer.

**Appendixes:**

- A. HUD form HUD-5369-B "Instructions to Offerors, Non-Construction."
- B. HUD form HUD-5369-C "Certifications and Representations of Offerors, Non-Construction Contract."
- C. Town of Stonington Affidavit of Non-Collusive RFQ/P

# **APPENDIX A**

**HUD FORM HUD-5369-B**

**INSTRUCTIONS TO OFFERORS, NON-CONSTRUCTION**

# Instructions to Offerors Non-Construction

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing



- 03291 -

## 1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

## 2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

## 3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

## 4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

## 5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

## 6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

#### **7. Contract Award**

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

#### **8. Service of Protest**

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

#### **9. Offer Submission**

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

# **APPENDIX B**

**HUD FORM HUD-5369-C**

**CERTIFICATIONS AND REPRESENTATIONS OF OFFERORS**

# Certifications and Representations of Offerors Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

## 1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1)  has,  has not employed or retained any person or company to solicit or obtain this contract; and
- (2)  has,  has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

## 2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a)  is,  is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b)  is,  is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c)  is,  is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- |   |   |
|---|---|
| <input type="checkbox"/> Black Americans    | <input type="checkbox"/> Asian Pacific Americans  |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans   |
| <input type="checkbox"/> Native Americans   | <input type="checkbox"/> Hasidic Jewish Americans |

## 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);  
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

#### 4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

#### 5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

#### 6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

#### 7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

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Signature & Date:

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Typed or Printed Name:

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Title:

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## **APPENDIX C**

### **TOWN OF STONINGTON NON-COLLUSION AFFIDAVIT**



- (c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price of said Firm/proposer or of anyone else, or to raise or fix any overhead, profit or cost element of their price or of that of anyone else;
  
- (d) did not, directly or indirectly, submit their proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, RFQ/P depository, or to any member or agent, thereof, or to any individuals, except to the awarding authority or to any person or persons who have a partnership or other financial interest with said bidder/proposer in their business.

Signed: \_\_\_\_\_

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

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

Subscribed and sworn to (or affirmed) before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

By \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

\_\_\_\_\_  
Notary Public  
(Notarial Seal)

**WARNING:** Proposal will not be considered unless the affidavit hereon is fully executed including the affidavit of the notary and the notarial seal.