

TOWN OF SIMSBURY

**DEPARTMENT OF PUBLIC WORKS
933 HOPMEADOW STREET
SIMSBURY, CT 06070**

REQUEST FOR PROPOSALS

FOR

Construction Inspection Services

August 6, 2019

**Proposals Due
August 20, 2019**

Prepared By:

**Department of Public Works
Town of Simsbury
933 Hopmeadow Street
Simsbury, CT 06070**

NOTICE TO PROPOSERS

The Town of Simsbury is seeking responses from qualified firms to provide construction inspection and administration services for the Town of Simsbury Public Works Department.

Sealed proposals marked "Construction Inspection Services RFP" will be received by the Town of Simsbury Finance Department at 933 Hopmeadow Street, Simsbury, CT 06070. Submissions will be received no later than 10:00am on August 20, 2019.

Each Respondent, by making their proposal, represents that they have read and understand the proposal documents. The right is reserved to reject any and all proposals not deemed to be in the best interests of the Town of Simsbury.

INSTRUCTIONS TO PROPOSERS

- General: Sealed proposals will be received by the Finance Department of the Town of Simsbury, Connecticut at the Town Hall for the items and services described herein.
- Service: At the date of opening proposals, it will be presumed that each Respondent has: made a thorough examination of all information related to the services to be performed under this contract; is satisfied with the actual conditions and requirements of the services; and has read and become familiar with the proposal documents.
- Respondent Qualifications: The Town may make such investigation as deemed necessary to determine the ability of the Respondent to discharge the proposed activities. The Respondent shall furnish the Town with all information and data as may be required for that purpose. The Town reserves the right to reject any proposal if the Respondent fails to satisfactorily convince the Town that they are properly qualified to carry out the obligation of the proposed activities and to satisfactorily provide the services described herein.
- The contract will be awarded by the Town of Simsbury to that bidder whose proposal will provide the best value to the Town, as determined by the award criteria defined in this Request for Proposal and subject to the Town's right to reject any and all proposals.
- The relationship between the Town and contractor is expected to be a mutually beneficial partnering concept in which respective strengths in experience, technology and resources will be shared freely. The intent of this relationship is to constantly improve the efficiency and quality of service provided, including, but not limited to, the Scope of Services defined herein.
- Rejection of Proposals: The Town reserves the right to reject proposals for any reason the Town deems advisable and to award a contract to any of the Respondents at the sole discretion of the Town.
- Non-Inclusive Responses: Any item required in the Request For Proposals (RFP) that is not included in a respondent's proposal shall be specifically noted. If there are no specifically-noted exclusions in a proposal, it will be assumed that the Respondent accepts and understands all of the requirements of this request for proposals.
- Reimbursable Expenses: The hourly fee schedule submitted by the Respondent shall include any and all reimbursable expenses. The Town will not be liable for any costs incurred in the preparation of the response to this request. Proposals must be bound, paginated, indexed and numbered consecutively.
- Question/Inquiries: Any questions about this request for proposals should be prepared in writing and addressed to Thomas J. Roy, P.E., Director of Public Works, Simsbury Public Works, 66 Town Forest Road, West Simsbury 06092 or emailed to troy@simsbury-ct.gov. All salient responses will be made via addendum and posted to the Town's web page at least three days prior to the scheduled proposal due date.

PROPOSAL REQUIREMENTS

1. INTENT

The Town of Simsbury invites firms to respond to a Request for Proposals to select a Respondent to provide on-site construction inspection and administration services. It is anticipated that the selected Respondent will report to the Town's Director of Public Works or his designee.

2. SCOPE OF MANAGEMENT SERVICES

The Town is seeking proposals from qualified firms to provide on-site construction inspections and administration services. The work will include the oversight of sidewalk construction projects that are currently out to bid with an estimated value of \$200,000 and include multiple contractors at multiple locations. The selected inspector will be responsible for coordination of all construction activities and will be the Town's on-site representative. As the Town's representative, we will be looking for strong interpersonal skills to communicate with residents and business owners to minimize disruption to the neighborhood and ensure the work product is constructed in accordance with our plans and specifications, as well as commonly-accepted industry standards. Knowledge of construction methods, materials and techniques is essential for success in this position. As part of this engagement, the inspector will be responsible for verification of quantities for payment and providing weekly activity summary reports.

In addition to the sidewalk construction projects, the Town may have a need for occasional on-site representation on several utility projects currently being constructed in Town. Work includes a large water main installation project and multiple natural gas line installation projects. Inspection on these projects would be to provide a general on-site presence for key operations, coordination with residents and verification that work is completed in accordance with Town and industry standards.

Finally, the Town may have a need for inspection services related to our Water Pollution Control Facility for the inspection of sewer lateral and sewer connections. This work would require oversight to ensure the laterals and connections are made in accordance with WPCF standards and providing a sketch showing the location.

3. TERM AND RENEWAL OPTION

The Town is seeking the initial engagement to be approximately 12 weeks with the potential to extend, if needed, based on the volume of construction activity.

4. COMPENSATION

All compensation will be based on the hourly rates submitted in the proposal. Hourly rates are to include all overhead, profit and reimbursable expenses. There will be no additional payment for mileage or printing costs.

5. KEY PERSONNEL

Key personnel shall be listed in the RFP with resumes and summaries of recent relevant experience. The key personnel shall be available for the duration of this engagement. If alternates are proposed, their information shall be included in the firm's response to this RFP. The Town has the right to reject any replacements for key personnel who do not meet the same level of experience and/or skills.

6. INSURANCE

The selected Respondent will be required to maintain insurance in accordance with the attached Insurance Exhibit and must furnish the Town with certificates of insurance effecting coverage required by this exhibit.

7. TAXES

The Town is a qualified tax-exempt institution and, as such, is not liable for any federal, state, or local excise, sales, use, property or other taxes that Respondent may incur as a result of this agreement.

8. INDEMNIFICATION

- a. The successful Respondent shall release, defend, indemnify and hold harmless the Town of Simsbury and the Simsbury Board of Education, their respective boards and commissions, officers, officials, employees, agents, representatives, and servants from any and all suits, claims, losses, damages, costs (including, without limitation, reasonable attorney's fees), compensation, penalties, fines, liabilities or judgments of any name or nature for injuries or alleged injuries to person (including sickness and death) or to property, or financial losses, sustained or alleged to have been sustained by any person or concern, including officers, agents, servants, employees, contractors and subcontractors of the Town or the successful Respondent or by anyone acting under the supervision of the Respondent. This indemnity shall not be affected by other portions of this agreement relating to insurance requirements.
- b. The successful Respondent shall release, defend, indemnify and hold harmless the Town of Simsbury and the Simsbury Board of Education, their respective boards and commissions, officials, officers, employees, agents, representatives, and servants from any and all suits, claims, losses, damages, costs (including without limitation, reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments that may arise out of the failure of the successful Respondent, its officers, agents,

employees, contractors, subcontractors, or anyone directly or indirectly employed by them to comply with any laws, statutes, ordinances, codes, and rules and regulations of the United States of America, the State of Connecticut, the Town of Simsbury or their respective agencies. This indemnity shall not be affected by other portions of the agreement relating to insurance requirements.

9. PUBLIC INFORMATION & OWNERSHIP OF DOCUMENTS

All proposals submitted and information included therein or attached thereto shall become public records upon their delivery to the Town. All documents created by the Respondent during the completion of their contract requirements shall become the property of the Town, including any databases and information systems that are created. Proprietary information shall be identified as such. The Town will take every effort to secure proprietary information within its limits and confines.

10. SELECTION PROCESS AND EVALUATION CRITERIA

Evaluation Criteria:

After receipt of proposals, the Town will use the following criteria in evaluating the proposals and selecting a provider of services:

- a. The Respondent's technical understanding of the project, its purpose, scope and field, as evidenced by the quality of the proposal submitted, operational plan and staffing plan.
- b. The quality and performance of the vendor, as evidenced by references of current and/or former clients. Responses will be evaluated based upon the quality of the reference, success of client experiences, and relevancy of reference to this project. The Firm's history and stability will also be taken into consideration, including its financial stability.
- c. Costs: The competitiveness of proposed fee is a consideration, although the Town is not bound to select the respondent who proposes the lowest fees for services. The Town reserves the right to negotiate fees with the selected respondent.
- d. The town may conduct interviews with selected firms to better understand the details of their approach to the project and to meet key staff.

11. PROPOSAL SUBMISSION INSTRUCTIONS

Section A: Submittal Letter

Respondents shall submit a cover letter, addressed to Thomas J. Roy, P.E., Public Works Director, signed by an authorized principal or agent of the Respondent, which provides an overview of the Respondent's offer, experience and project approach. The letter should include the name, title, email address and phone number of the person to whom

the Town may direct questions concerning the proposal and a statement by the Respondent accepting all terms and conditions contained in this request.

Section B: Detailed Proposal

- a. A description of the operational plan of how the Respondent would meet the requirements of the scope of services section.
- b. Estimates of the number of hours per week the Respondent feels would be required for the work. Summary of how the firm sees the role of the inspector in the Towns sidewalk project.
- c. Three (3) references shall be provided in the proposal. Proposal shall provide a detailed summary of the Respondent's experience and capability.

Section C: Fee Proposal

A statement of the hourly fees for key personnel shall be submitted. The fee shall include all materials and supplies. The Town is exempt from the payment of excise taxes, transportation and sales taxes imposed by the Federal Government and/or the State of Connecticut. Such taxes must not be included in the fixed fee. The Town reserves the right to negotiate fees and payment schedules with the selected respondent.

INSURANCE REQUIREMENTS:

The firm must carry insurance under which the Town is named as an additional insured, as follows:

Such insurance must be by insurance companies licensed to write such insurance in Connecticut against the following risks with the following minimum amounts and minimum durations:

- A. Workman's Compensation, as required by State Statute.
- B. Public Liability, Bodily Injury Liability and Property Damage Liability as follows:
 - Injury or death of one person: \$1,000,000
 - Injury to more than one person in a single accident: \$1,000,000
 - Property damage in one accident: \$1,000,000
 - Property damage in all accidents: \$1,000,000
- C. Automobile and Truck (Vehicular) Public Liability, Bodily Injury Liability and Property Damage Liability as follows:
 - Injury or death of one person: \$1,000,000
 - Injury to more than one person in a single accident: \$1,000,000
 - Property damage in one accident: \$1,000,000
 - Property damage in all accidents: \$1,000,000

Insurance under B and C above must provide for a 30-day notice to the Town of cancellation/or restrictive amendment.

Insurance under B and C above must be for the whole duration of the contract and for twelve (12) months after acceptance of the project by the Town.

Subcontractors must carry A, B, and C in the same amounts as above for the duration of the project and until acceptance by the Town.

Certificates of insurance must be submitted to the Director of Public Works prior to the signing of the contract and within ten days of notification of award of contract. Should any insurance expire or be terminated during the period in which the same is required by this contract, the Director of Public Works shall be notified and such expired or terminated insurance must be replaced with new insurance and a new certificate furnished to the Director of Public Works.

Failure to provide the required insurance and certificates may, at the option of the Town, be held to be a willful and substantial breach of this contract.

RFP SUBMISSION FORM

TOWN OF SIMSBURY

By signing this form, you acknowledge compliance and agreement with the RFP requirements.

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Name	Title	
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Signature	Date	
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Company Name		
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Address		
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City	State	Zip Code
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Telephone	Alternate Phone Number	
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