

**MAYOR
MICHAEL A. PAVIA**



CITY OF STAMFORD
OFFICE OF ADMINISTRATION
888 WASHINGTON BOULEVARD
STAMFORD, CT 06901-2152

**DIRECTOR
OFFICE OF POLICY & MANAGEMENT
PURCHASING AGENT
PETER F. PRIVITERA**
Phone: (203) 977-4317
FAX: (203) 977-5253
Email:pprivitera@ci.stamford.ct.us

REQUEST FOR QUALIFICATIONS #528

FOR

**WEST MAIN STREET @ WEST AVENUE
INTERSECTION IMPROVEMENTS**

PROPOSALS DUE:

FEBRUARY 26, 2010 @ 4:00 P.M.

SUBMIT TO:

**CITY OF STAMFORD
888 WASHINGTON BOULEVARD
STAMFORD, CT 06904-2152**

ATTENTION:

**PETER PRIVITERA
PURCHASING AGENT**

NUMBER OF COPIES REQUIRED:

6

Date Issued: 1/12/2010



CITY OF STAMFORD, CONNECTICUT

NOTE

- 1. EFFECTIVE JANUARY 2, 2009 THE PURCHASING DEPARTMENT IS REQUESTING THAT YOU IDENTIFY CLEARLY, WITH A 'TAB/STICKER', YOUR FEE PROPOSAL SHEET(S), AS WELL AS YOUR BID BOND PAGES, IF APPLICABLE.**

Effective:1/2/09

Non-Collusion Certification – RFP/RFQ

By submission of this Proposal, each Proposer or person signing on behalf of the Proposer, certifies that to the best of his/her knowledge and belief:

1. The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement with any other Proposer or with a competitor for the purpose of restricting competition.
2. Unless otherwise required by law, the prices, which have been quoted in this Proposal, have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor.
3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

EFFECTIVE: 12/8/05

Non-Collusion Affidavit

The undersigned, having been duly sworn, affirms and says that to the best of his/her knowledge and belief:

1. The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement with any other Proposer or with any competitor for the purpose of restricting competition.
2. Unless otherwise required by law, the prices, which have been quoted in this Proposal, have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor.
3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

Name of Proposer: _____

By: _____

Print Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____ :
COUNTY OF _____ : S.S.: Date: _____

Personally appeared _____, as _____
of the above named firm, and attested that the foregoing statements are true and
accurate to the best of his/her knowledge and belief.

Notary Public
My Commission Expires: _____

EFFECTIVE: 12/8/05

Mayor
MICHAEL A. PAVIA



CITY OF STAMFORD
OFFICE OF POLICY & MANAGEMENT
888 WASHINGTON BOULEVARD
P.O. BOX 10152
STAMFORD, CONNECTICUT 06904-2152
(Rev. 12/1/09)

DIRECTOR
OFFICE OF POLICY & MANAGEMENT

PURCHASING AGENT

PETER F. PRIVITERA

Phone: (203) 977-4317

FAX: (203) 977-5253

Email: pprivitera@ci.stamford.ct.us

EQUAL EMPLOYMENT OPPORTUNITY

1. Notification to Bidders

The contract awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes.

The City of Stamford aggressively solicits the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials. "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: (1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans; (2) Hispanic Americans; (3) persons who have origins in the Iberian Peninsula; (4) Women; (5) Asian Pacific Americans and Pacific Islanders; and (6) American Indians. An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The City will consider the following factors when reviewing the Bidder's/Proposer's qualifications:

- (a) success in implementing an affirmative action plan;
- (b) where applicable, success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) a promise to develop and implement a successful affirmative action plan;
- (d) submission of employment statistics contained in the Connecticut Commission on Human Rights and Opportunities ("CCHRO") "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and

- (e) a promise to set aside a portion of the contract for legitimate minority business enterprises.

2. Non-Discrimination

(a) The contractor agrees and warrants that in the performance of the contract, it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. If the contract is for a public works project, the contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such project. The contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

(b) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "Affirmative Action-Equal Opportunity Employer" in accordance with regulations adopted by the CCHRO;

(c) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a copy of these provisions, advising the labor union or worker's representative of the contractor's commitments under these provisions and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(d) the contractor agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 4a-62, 32-9e, 46a-56 and 46a-68b to 46a-68k, inclusive, and with each regulation or relevant order issued by said CCHRO;

(e) the contractor agrees to provide the City with such information requested by the City, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor.

3. Subcontractors

The contractor shall include the provisions of subsection (2) in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the City and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the CCHRO. The contractor shall take such action with respect to any such subcontract or purchase order as the City may direct as a means of enforcing such provisions.

The contractor agrees to comply with the CCHRO's requirements as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

Mayor
MICHAEL A. PAVIA



CITY OF STAMFORD
OFFICE OF POLICY & MANAGEMENT
888 WASHINGTON BOULEVARD
P.O. BOX 10152
STAMFORD, CONNECTICUT 06904-2152
(Rev. 12/1/09)

DIRECTOR
OFFICE OF POLICY & MANAGEMENT

PURCHASING AGENT

PETER F. PRIVITERA

Phone: (203) 977-4317
FAX: (203) 977-5253
Email: pprivitera@ci.stamford.ct.us

GIFTS: During the term of this contract, including any extensions, the Contractor shall refrain from making gifts of money, goods, real or personal property or services to any appointed or elected official or employee of the City of Stamford or the Stamford Board of Education or any appointed or elected official or employee of their Boards, Commissions, Departments, Agencies or Authorities. All references to the Contractor shall include its officers, directors, employees, and owners of more than 5% equity in the contractor. Violation of this provision shall constitute a material breach of this Agreement, for which this Agreement may be summarily terminated.

PLEASE NOTE: THIS AGREEMENT IS PROVIDED AS AN EXAMPLE ONLY. THE ACTUAL CONTRACT SUBMITTED FOR YOUR FIRM'S SIGNATURE WILL VARY BASED UPON THE PARTICULARS OF THE SPECIFIC BID/RFP PACKAGE.

A G R E E M E N T

THIS AGREEMENT dated the day of , 2007, by and between the **CITY OF STAMFORD**, a municipal corporation in the State of Connecticut, hereinafter referred to as the "City", 888 Washington Boulevard, Stamford, Connecticut 06904, acting herein by Michael A. Pavia, its Mayor, hereunto duly authorized, and

hereinafter referred to as the "Consultant", acting herein by , ,
duly authorized.

W I T N E S S E T H

WHEREAS, the City of Stamford solicited Request for Proposals # for ; and,

WHEREAS, the Consultant has responded to the City by submitting a Response to the Request for Proposal; and,

WHEREAS, the City has accepted the Consultant's Proposal for said work, pursuant to the terms hereinafter set forth.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES. The scope of services shall consist of those duties, functions, obligations, responsibilities, and tasks set forth in: (a) the City's Request for Proposal # , attached hereto as Exhibit A and made a part hereof; and (b) the Consultant's Proposal, Exhibit B attached hereto and incorporated herein.

2. COMPENSATION. The City shall pay as compensation to the Consultant a fee of

3. TIME OF COMMENCEMENT AND COMPLETION OF WORK. The Consultant shall commence the work hereunder upon the execution of this Agreement by both parties and shall complete said work in a timely, efficient, and diligent manner. It is agreed and understood that time is of the essence, and that if the Consultant fails to perform the work within the period allowed, the City shall have the right to terminate this Agreement and/or pursue appropriate legal recourse for the Consultant's breach of this Agreement.

4. REVIEW OF WORK. The Consultant will permit the City, its officers, agents, and employees, to review, at any time, all work performed under the terms of this Agreement at any stage of the work.

5. INDEMNIFICATION. The Consultant shall indemnify and hold harmless the City, its officers, agents and employees, from and, if requested, shall defend them against any loss, cost, damage, injury, liability, and claim for injury to or death of a person, including employees of the Consultant or loss of or damage to property, resulting directly or indirectly from the Consultant's performance of this Agreement, or by any omission to perform some duty imposed by law or agreement upon the Consultant, its officers, agents and employees. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, Consultants and experts, and related costs and the City's cost of investigating any claims against it.

In addition to the Consultant's obligation to indemnify the City, the Consultant specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to the Consultant by the City and continues at all times thereafter.

The Consultant shall indemnify and hold the City, its officers, agents and employees, harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses arising out of the Consultant's performance of this Agreement.

6. ASSIGNMENT. The Consultant shall not assign, sub-contract, or transfer any portion of the work set forth herein without the prior written approval of the City.

7. BOOKS AND RECORDS. The Consultant shall maintain or cause to be maintained all records, books, or other documents relative to charges, costs, expenses, fees, alleged breaches of Agreement, settlement of claims, or any other matter pertaining to the Consultant's demand for compensation by the City for a period of not less than three (3) years from the date of the final payment for work performed under this Agreement.

8. INSURANCE. The Consultant shall provide and pay for such insurance as is set forth in Exhibit A - Insurance Requirements of the City of Stamford, attached hereto as Exhibit A and made a part hereof.

9. REPRESENTATION. The Consultant represents that it is an expert in relation to the work to be performed under this Agreement. The Consultant further represents that it has the requisite skill, expertise, and knowledge necessary to perform the scope of services required under the terms of this Agreement, including any supplementary work and the City relies upon said representation in executing this Agreement.

10. INTERPRETATION. The parties agree that in the event of any ambiguity between the terms of this Agreement, the City's Request for Proposal (Exhibit A), and the Consultant's Proposal (Exhibit B), the City in its sole discretion shall determine the terms and/or the documents which shall prevail and take precedence.

11. NON-APPROPRIATION. Consultant acknowledges that the City is a municipal corporation and that the City's obligation to make payments under this Agreement is contingent upon the appropriation by the City's Board of Representatives of funds sufficient for such purposes, for each budget year in which this Agreement is in effect. If sufficient funds to provide for the payment(s) hereunder are not appropriated, the City may terminate this Agreement upon notice in writing to the Consultant.

12. SUBCONTRACTING. The Consultant is prohibited from subcontracting this Agreement or any part of it unless the City first approves such subcontracting in writing and approves, in writing, the specific subConsultants proposed to be used by the Consultant. An agreement made in

violation of this provision shall confer no rights on any party and shall be null and void.

In addition to the foregoing, pursuant to Section 103.4 of the Code, the Consultant agrees to supply the City with the names and addresses of all subConsultants to be used for any subcontract which shall be in an amount in excess of Ten Thousand Dollars (\$10,000.00). Said information shall be supplied at the time such contracts are executed.

13. CONTRACT EXTRAS. Pursuant to Section 23-18.4C of the Code, it is specifically understood and agreed by the Consultant that all contract extras regarding this contract shall be governed by the City Charter and/or the Code. The City shall not be liable for payment of any additional costs unless the provisions of the City Charter and/or the Code are fully complied with. The provisions of the City Code can be found at www.municode.com

14. COMPLIANCE WITH CITY CODE PROVISIONS. The Consultant shall fully comply with the requirements of Sections 103-1 through 103-7 of the Code. Failure to so comply shall constitute a material breach of the terms of this Agreement, for which the City may unilaterally terminate the Agreement upon written notice to the Consultant. The provisions of the City Code can be found at www.municode.com

15. TERMINATION. A. **TERMINATION FOR CAUSE.** If, through any cause, the Consultant shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement for cause by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished reports, documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Consultant and/or its subConsultants under this Agreement shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials to the effective date of termination.

The term "cause" includes, without limitation the following:

- 1) If the Consultant furnished any statement, representation, warranty or certification in connection with this Agreement, which is materially false, deceptive, incorrect, or incomplete.
- 2) If the Consultant fails to perform to the City's satisfaction any material requirement of the Agreement, or is in violation of any specific provision thereof.
- 3) If the City reasonably determines satisfactory performance of the Agreement is substantially endangered or can reasonably anticipate such an occurrence or default.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of the Agreement by the Consultant, and the City may withhold any payment to the Consultant for the purposes of setoff until such time as the exact amount of damages due the City from the Consultant is determined.

B. TERMINATION FOR CONVENIENCE. The City may terminate this Agreement at any time the City determines that the purposes of the distribution of monies under the Agreement would no longer be served by completion of the Work/Project. The City shall effect such termination by giving written notice of termination to the Consultant and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described Subsection A shall, at the option of the City, become its property. If the Agreement is terminated by the City as provided herein, the Consultant shall be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed to the effective date of termination bear to the total services of the Consultant pursuant to the terms of the Agreement, less payments of compensation previously made, and subject to the City's right of set off for any damages pursuant to the terms of the Agreement.

16. GOVERNING LAWS. This Agreement shall be governed by the laws of the State of Connecticut.

17. GIFTS: During the term of this contract, including any extensions, the Contractor shall refrain from making gifts of money, goods, real or personal property or services to any appointed or elected official or employee of the City of Stamford or the Stamford Board of Education or any appointed or elected official or employee of their Boards, Commissions, Departments, Agencies or Authorities. All references to the Contractor shall include its officers, directors, employees, and owners of more than 5% equity in the contractor. Violation of this provision shall constitute a material breach of this Agreement, for which this Agreement may be summarily terminated.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered

in the presence of:

CITY OF STAMFORD

Peter Privitera
Purchasing Agent

Date: _____

By _____
Michael A. Pavia
Mayor

Date: _____

THE CONSULTANT

Witness

By _____

Date: _____

Approved as to Form:

Approved as to Insurance:

B. Rosenberg
Asst. Corp. Counsel

Date: _____

A. M. Mones
Risk Manager

Date: _____

REVISED:12/1/09



**CITY OF STAMFORD
REQUEST FOR QUALIFICATIONS**

FOR

**WEST MAIN STREET @ WEST AVENUE
INTERSECTION IMPROVEMENTS**

**CITY OF STAMFORD
ENGINEERING BUREAU
TRAFFIC ENGINEERING DIVISION
888 WASHINGTON BOULEVARD
STAMFORD, CT 06901**

REQUEST FOR QUALIFICATIONS

WEST MAIN STREET @ WEST AVENUE INTERSECTION IMPROVEMENTS

**THE RESPONSE MUST BE
RECEIVED BY 4:00 P.M.
FEBRUARY 26, 2010**

TABLE OF CONTENTS

1. GENERAL INFORMATION	5
1.1 INTRODUCTION.....	5
1.2 ISSUING OFFICE	5
1.3 INQUIRIES	5
1.4 INCURRING COST	5
1.5 REJECTION OF PROPOSALS	5
1.6 ADDENDA TO RFQ	6
1.7 PERTINENT DATES	6
1.8 PROPRIETARY INFORMATION.....	6
1.9 INDEPENDENT PROJECT COST DETERMINATION AND GRATUITIES	6
1.10 PRIME CONSULTANT RESPONSIBILITY	7
1.11 KEY PERSONNEL.....	7
1.12 AVAILABILITY OF FUNDS	7
1.13 PAYMENT	7
1.14 TERMINATION FOR DEFAULT.....	8
1.15 PERFORMANCE WARRANTY	8
1.16 AMBIGUITY	9
1.17 OWNERSHIP INFORMATION	9
1.18 LOCATION OF PROJECT MANAGER.....	9
1.19 NEGOTIATED CHANGES	9
1.20 SELECTION PROCESS	10
1.21 CONTRACT AGREEMENT.....	10
1.22 INSURANCE.....	10
1.23 RESPONSIBILITY.....	11
1.24 PROJECT SCHEDULE	11
1.25 DBE REQUIREMENTS.....	12
1.26 REFERENCES.....	12
2.0 SCOPE OF SERVICES	13
2.1 SURVEY AND PLANS FOR ENGINEERING DESIGN.....	14
2.1.1 PROPERTY LINE SURVEY.....	14
2.1.2 TOPOGRAPHIC SURVEY	15
2.1.3 SURVEY RESULTS	15
2.1.4 TRAFFIC ENGINEERING REPORTS.....	15
2.1.5 COMMUNITY PARTICIPATION PROGRAM	16
2.1.6 PRELIMINARY ENGINEERING DESIGN	16
2.2 COORDINATION	17
2.3 MEETINGS.....	17
2.4 TAKING EASEMENT MAPS AND DESCRIPTION	18
2.5 SEMIFINAL DESIGN.....	18
2.6 FINAL DESIGN.....	18
2.7 SHOP DRAWING REVIEW	18
2.8 ADDITIONAL PROFESSIONAL SERVICES	19
2.9 SUBMISSION REQUIREMENTS	19
3.0 PROPOSAL INSTRUCTIONS.....	21
3.1 CONTENT AND FORMAT	21
3.2 LETTERS OF TRANSMITTAL	22
3.3 TECHNICAL RESPONSE FORMAT	22
3.4 FINANCIAL SUPPLEMENT FORMAT	23
4.0 PROPOSAL EVALUATION	25
4.1 EVALUATION METHODOLOGY.....	25
4.2 TECHNICAL EVALUATION.....	25

4.2.1	CORPORATE EXPERIENCE AND CAPACITY	25
4.2.2	COMMITTED STAFF AND PROJECT ORGANIZATION	25
4.2.3	UNDERSTANDING OF WORK TO BE PERFORMED	26
4.3	COST EVALUATION.....	26
5.0	SELECTION	28

1. GENERAL INFORMATION

1.1 INTRODUCTION

This Request for Qualifications (RFQ) is to solicit responses from experienced, responsible engineering consultants for developing concept plans, preliminary engineering, and construction for the West Main Street @ West Avenue intersection improvements to improve traffic operation and safety. The consultant(s) selected is expected to complete the survey, preliminary engineering, semi final and final design plans, technical specifications and develop bid package(s) for this project on a schedule established by the State Department of Transportation to meet the project funding deadlines.

The consultant(s) must submit detailed description along with the response to this RFQ on how all the tasks described in the Section 2.0 will be addressed. In addition the consultant(s) shall include in their response to this RFQ a detailed description on any and all other tasks deemed necessary for completion of the preliminary engineering design.

The consultant(s) must complete the forms attached with this RFQ in order to be considered for further evaluation in response to this RFQ. Failure to do so will be considered as a NON RESPONSIVE response to this RFQ.

1.2 ISSUING OFFICE

This RFQ is being issued by the Office of Operations, City of Stamford. The issuing officer is the Director of Operations or his/her designee.

1.3 INQUIRIES

All inquiries regarding this RFQ must be in writing and must be e-mailed as a word document by January 29, 2010 to: mpoola@ci.stamford.ct.us and a hard copy mailed to:

Mr. Mani S. Poola
Traffic Engineer
City of Stamford
888 Washington Boulevard
Stamford, CT 06901

1.4 INCURRING COST

The City of Stamford will not be held responsible for any costs or expenses incurred by the Consultant for work performed in preparation and production of a proposal.

1.5 REJECTION OF PROPOSALS

The City reserves the right to refuse any and/or all proposals submitted under this RFQ for any reason whatsoever.

1.6 ADDENDA TO RFQ

Amendments to this RFQ may be necessary prior to the closing date and will be furnished to all prospective offerers. Failure to acknowledge receipt of amendments in accordance with the instructions contained in the amendment may result in the proposal not being considered.

1.7 PERTINENT DATES

The proposal must be addressed to:

**Beverly Aveni, Buyer
Purchasing Department
City of Stamford
888 Washington Boulevard
Stamford, CT 06901**

And received by 4:00 P.M. by February 26, 2010.

The selected consultant must complete all tasks and sub tasks detailed in Section 2.0, and deliver the final plans and report within two (2) years after executing the contract excluding the State of Connecticut, and the City of Stamford and other agencies' review time.

1.8 PROPRIETARY INFORMATION

The City of Stamford will not disclose any portion of the proposal except to members of the proposal evaluation team prior to a contract award. The City of Stamford retains the right to disclose the name of the successful Consultant, the amount of contract, and any other information in the technical proposal that is pertinent to the selection of the Consultant.

1.9 INDEPENDENT PROJECT COST DETERMINATION AND GRATUITIES

By submission of his offer, the Consultant certifies that in connection with his procurement:

The costs in this offer have been arrived at independently, without consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Consultant or competitor.

The prices quoted in this offer will not change for a period of ninety (90) days after the receipt date at the City of Stamford of this offer.

Unless otherwise required by law, the costs which have been quoted in this offer have not been knowingly disclosed by Consultant and will not knowingly be disclosed by the Consultant prior to award, directly or indirectly to any other consultant or to any competitor.

No attempt has been made or will be made by the Consultant to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

No elected official or appointed official of the City of Stamford or employee of the City of Stamford shall benefit financially or materially from this contract.

1.10 PRIME CONSULTANT RESPONSIBILITY

Consultants responding to this RFQ may utilize the services of sub-consultants. **If sub-consultants are used, this should be clearly explained in the proposal.** The consultant and sub-consultant firms must be professionally registered to conduct their business in the State of Connecticut. The prime consultant will be responsible for the entire contract performance whether or not sub is to perform. All corporate information required in this RFQ must be included for each proposal. The proposal must also include copies of any agreements to be executed between the prime consultant and any sub-consultant in the event of a contract award. Under this RFQ, the City of Stamford retains the right to approve all sub-consultants.

1.11 KEY PERSONNEL

The personnel and commitments identified on any Consultant's proposal will be considered essential to the work to be performed under this RFQ. Prior to diverting any of the specified individuals to other programs or changing the level of effort to the specified individuals, the consultant must notify the City of Stamford two weeks in advance in writing and will be required to submit justification, including proposed substitutions, in sufficient detail, to permit evaluation of the impact on the project. No changes shall be made by the consultant without prior written consent of the City of Stamford. Replacement of personnel will be with personnel of equal ability and qualifications.

Any employee of the Consultant who in the sole opinion of the City of Stamford is unacceptable shall be removed from the project pursuant to the request of the City of Stamford. The consultant will have two weeks to fill the vacancy with another employee of acceptable technical experience and skills subject to the written approval of the City of Stamford.

1.12 AVAILABILITY OF FUNDS

The contract award under this RFQ is contingent upon the availability of funds to the City of Stamford for this project. In the event that the funds are not available, any contract resulting from this RFQ will become null and void and of no force and effect.

1.13 PAYMENT

The consultant will bill City of Stamford after the completion of major sub-tasks as delineated in Section 2.0. Only those deliverables and services defined in this RFQ and mutually agreed upon in the executed contract, and approved at the end of each task by

the Traffic Engineer may be billed or paid. For all deliverables and services, the City of Stamford will reimburse the consultant ninety (90) percent of the total fixed cost for each task: ten (10) percent will be reserved by the City of Stamford until completion and acceptance of all deliverables and services in each task.

1.14 TERMINATION FOR DEFAULT OR FOR THE CONVENIENCE OF THE CONTRACTING AGENCY

Performance under any contract resulting from this RFQ may be terminated by City of Stamford whenever:

The consultant in the sole opinion of the City, is in default in performance of its contract and shall fail to correct such default within the period specified by the contracting officer of the City in a notice specifying default; or

The contracting officer of the City shall determine that termination is in the best interest of the City of Stamford.

Termination will be effected by delivery to the consultant of a notice to terminate, stating the date upon which the termination shall become effective. Upon receipt of the notice to terminate, the consultant shall:

- Stop all work;
- Assign to the City of Stamford all rights, title and interest in the work being developed;
- Deliver forthwith to the City of Stamford all completed work and work in progress;
- Preserve and protect, until delivery to the City of Stamford, all material, plans, and documents related to this contract which, if the contract had been completed, would have been furnished to the City of Stamford or necessary to the completion of the work; and
- Submit the termination claim for negotiation with the contracting officer of the City.

1.15 PERFORMANCE WARRANTY

In performing services, consultant agrees to exercise professional judgment, made on the basis of the information available to consultant, and to use the same degree of care and skill ordinarily exercised in similar circumstances by reputable consultants performing comparable services. This standard of care shall be judged as of the time and place the services are rendered, and not according to later standards. Reasonable people may disagree on matters involving professional judgment and, accordingly, a difference of opinion on a question of professional judgment shall not excuse client from paying for

services rendered or result in liability to consultant.

Notwithstanding prior acceptance by the City of Stamford of any deliverables under any contract resulting from this RFQ, the consultant expressly warrants for one (1) year from the date the City of Stamford accepts completion of the work under this contract against all errors, all delivered documentation, reports and other items as properly functioning and in compliance with the terms of the contract. Consultants will be required to correct all errors and design deficiencies within a week of notification by the City of Stamford of such deficiencies, or such longer periods as may be necessary using all diligence and dispatch as agreed upon by the City and the Consultant. If the consultant fails to repair an identified error, deficiency or defect within such period of time, then the City of Stamford may, at its option, correct it and the Consultant will be required to reimburse the City of Stamford for all costs incurred.

1.16 AMBIGUITY IN THE REQUEST FOR QUALIFICATIONS (RFQ)

Prior to submitting the proposal, the consultant shall be required to bring to the City's attention any ambiguity in this RFQ. Not to do so shall result in the consultant forfeiting any claim for adjustment based on such ambiguity.

1.17 OWNERSHIP INFORMATION

The City of Stamford shall have unlimited rights to use, disclose, or duplicate, for any purpose whatsoever, all information developed, derived, documented or furnished by the consultant under any contract resulting from this RFQ.

All data collected and other documentation produced as part of the contract will become the exclusive property of the City of Stamford and may not be copied or removed by the Consultant or any employee of the consultant without written permission of the City of Stamford. All the study material including the equipment purchased under the contract funds for the study must be turned over to the City of Stamford at the end of the study.

News releases, articles, brochures, prepared speeches and other information releases developed under this contract agreement or any subsequent contract or activity related thereto, may not be made without the prior written approval of the City of Stamford.

1.18 LOCATION OF PROJECT MANAGER

Due to the nature of this contract and the need for close liaison and coordination with the City of Stamford personnel and others, the consultant will be required to have a project manager accessible on a daily basis.

1.19 NEGOTIATED CHANGES

In the event negotiated changes occur after the awarding of the contract, the same pricing policies called for in the original contract will remain in effect.

1.20 SELECTION PROCESS

Evaluation and consultant selection will be a two-step process based on the criteria outlined in Section 4.2.

1.21 CONTRACT AGREEMENT

As a condition of accepting Consultant's proposal, the selected Consultant will be required to sign a formal written contract agreement with the City of Stamford prepared by the Law Department of the City of Stamford. Failure by the Consultant to sign this contract, will result in the disqualification of the Consultant. Also, the Consultant shall complete the work only for the authorized options or tasks of the contract and City will have the right to secure services for tasks or options under this contract from a different consultant group if deemed necessary and in the best interest of the City.

1.22 INSURANCE

The selected Consultant shall furnish certificates of insurance covering Workers' Compensation, Liability insurance and Professional Liability Insurance and hold the City of Stamford harmless against any or all claims arising out of the services provided under this proposal.

Consultant shall, at its sole cost and expense, provide and during the entire term of this contract, maintain in full force and effect for the benefit and protection of itself, The City of Stamford and its employees, officers and agents, and any firms, corporations or persons designated by the City of Stamford, policies providing the below-listed coverages. All insurance policies herein required to be procured and maintained by selected vendor:

- A. Shall be issued by good and solvent insurance companies licensed to do business in the State of Connecticut.
- B. Shall be written as primary policy coverage and not contributing with or in excess of any coverage that the City of Stamford may carry.
- C. Shall insure and name the City of Stamford and its employees, officers and agents as "Additional Insured," except for workers' compensation and professional liability
- D. Shall contain waivers of subrogation against the City of Stamford and its employees, agents and officers. The Consultant agrees to waive any right of recovery against the City of Stamford and its employee's agents and officers for any loss, claim or damages that are covered under any of the insurance policies required hereunder.
- E. Neither the issuance of any insurance policy required hereunder, nor the minimum limits specified herein with respect to Consultant's insurance coverage shall be deemed to limit or restrict in any way Consultant's liability arising under or out of this

agreement. The Consultant shall provide the Risk Manager of the City of Stamford with a Certificate of Insurance (or other insurance form approved by the City) prior to the start of any work contemplated herein evidencing the Consultant's required insurance policies are in full force and effect and the City of Stamford and its employees, officers and agents are "Additional Insured" thereunder. Each and every insurance policy, except for workers' compensation and professional liability, required to be carried hereunder by or on behalf of Consultant shall provide (and any certificate evidencing the existing of each insurance policy shall certify) that, unless the City of Stamford shall first be given thirty (30) days' prior written notice thereof:

F. Such insurance policy shall not be canceled and shall continue in full force and effect.

G. No material change may be made in such insurance policy.

H. The required insurance coverage and the Minimum Limits of Liability are:

Workers' Compensation and Employer's Liability - Statutory Workers' Compensation Policy and Liability insurance containing limits of liability of not less than \$500,000 for each accident, disease policy limit and disease each employee.

Broad Form Comprehensive General Liability or Commercial General Liability having a \$1,000,000 Combined Single Limit Coverage (underwritten on an occurrence basis) to include: Premises, Operations, Products/Completed Operation Contractual Liability, broad form property damage and Personal Injury (including libel, slander, defamation of character, etc.).

Comprehensive automobile liability insurance having a limit of liability of \$1,000,000, which insures owned, non-owned and hired vehicles.

Professional liability insurance, which shall contain a limit of liability of not less than \$2,000,000 per claim and insures the professional services to be provided by the Consultant pursuant to this Contract.

1.23 RESPONSIBILITY

The consulting firm is fully responsible for the accuracy of the project design work. The responsibility for accuracy of design does not end with final submission and acceptance of the plans, but is in the consultant's obligation to make any and all required design revisions and/or modifications to all documents which may arise at any time, if the revisions are due to negligence, errors or omissions in the consultant's design. The consulting firm may be required to reimburse the City for the expenses incurred by the City and/or the construction contractor to correct such negligence, errors or omissions.

1.24 PROJECT SCHEDULE

The Consultant must develop the project schedule and shall include all tasks and sub-

West_Main_Street_@_West_Avenue_Intersection_Improvements_RFQ

tasks to complete the project design, which shall identify the resources associated with each of the sub-tasks. The project schedule must be submitted along with the response to this RFQ, and must indicate the personnel resources including the person hours of involvement associated with each of the tasks and subtasks.

The project cost format details requested in Section 4.3 must use the information on rates and person hours from the project schedule developed and submitted with the original proposal. Failure to conform to this will result in disqualification of the submitted proposal.

The project cost schedule must be submitted only after you are requested by the project manager, and within 72 hours of the request which shall indicate the personnel resources including the person hours of involvement associated with each task and subtask.

1.25 DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

The consultant shall not discriminate on the basis of race, national origin, color, or sex in the performance of this consulting work. The consultant in their proposal must identify the DBE firm and their specific tasks that the firm will be performing for this project to achieve the DBE goal.

1.26 REFERENCES

The consultant shall supply a minimum of three references for the completed work on similar projects in size and nature of this project. The references must include contact name, company name, telephone number and time period during which services were provided. If your firm has experience providing similar services to municipalities, it must be noted in this section, in the form of a reference. Failure to provide this information with your response will be considered as non-responsive and will not be considered for further evaluation of this RFQ.

2.0 SCOPE OF SERVICES

The project is to develop and provide the City with a complete survey of the project area, roadway design, with construction plans, and cost estimate. ***The scope of the project under this RFQ is for developing design and construction plans to improve traffic safety, flow at the intersection of West Main Street and West Avenue by improving roadway geometry and travel lane alignment to include an exclusive left-turn lane for southbound and northbound approaches on West Avenue; and exclusive left-turn lane for eastbound and westbound approaches on West Main Street at the intersection. The left turn lanes shall have adequate length to accommodate 2035 traffic conditions. The consultant(s) selected is expected to complete the survey, preliminary engineering, semi final and final design plans, technical specifications and develop bid package(s) for this project on a schedule established by the State Department of Transportation to meet the project funding deadlines.*** The plans and specifications shall conform to ConnDOT format. The construction contract will be paid using pay items with the governing specifications of Form 816 of the Connecticut Department of Transportation. The consultant shall prepare special provisions for any modified item or items required but not covered in Form 816.

In the event of any ambiguity between the City's Request for Qualifications and Consultant's proposal, then whatever shall be more favorable to the City of Stamford as determined by the City shall prevail and take precedence.

The field survey results must be completed and submitted to the Traffic Engineer within ninety (90) calendar days of the contract award for developing concept plans.

The proposal must address all necessary surveys for developing a practicable comprehensive engineering design and improvements to roadway geometry, with optimum utilization of the existing right-of-way.

The consultant shall provide complete **preliminary design plans, with estimated itemized costs and quantities based on typical cross sections as a draft** of the roadway alignment and geometry must be completed within 180 calendar days after the completion of the field survey and a written request from the City for preliminary design plans, excluding the City of Stamford and other government agency review time.

The semi-final design plans and other required documentation shall be completed and delivered within 180 calendar days after the City makes its decision on the draft plans or provides information on changes of those plans, excluding the review time by various agencies.

The project engineer shall meet with the Project Manager, Traffic Engineering, and Engineering Bureau of the Office of Operations in establishing design criteria, prior to the

commencement of this contract.

A broad outline on various tasks of the project scope are listed below:

- Design the roadway with a minimum travel lane width of at least 12' wide and shoulders wherever possible within the project area.
- Turning radius to all street-approaches at both intersections of the project area to accommodate **B-40** design vehicle.
- Intersection Geometric improvements shall eliminate sight-line obstructions.
- Provide plans showing lane markings, necessary and appropriate regulatory, and warning signs for safe and efficient traffic operations.

2.1. SURVEY AND PLANS FOR ENGINEERING DESIGN

Survey data must be collected using field surveys rather than photogrammetric data.

Also, the proposal must address all necessary surveys for improved sight distances within the existing right-of-way.

Horizontal control shall be tied into State of Connecticut coordinate system, NAD 27., and the Vertical Datum NGVD 29. Accuracy of work performed shall conform with Class A-2 standards as set forth by Code of recommended Practice for Land Surveyors in Connecticut, Section 20-300b-1 thru 20-300b-20 The consultant shall be responsible for developing a list of all permits required for the project, ie. E.P.B., State DOT, etc.

The consultant shall use the format of the City of Stamford, sufficiently detailed and complete for developing final design and specifications.

The consultant shall furnish the City with a comprehensive itemized and detailed estimate of cost of construction, including rights-of-way, demolition work wherever applicable, to complete the project.

The selected consultant must undertake the following surveys for detailed design.

2.1.1 PROPERTY LINE SURVEY

The survey must establish the property lines for all properties located along both sides of the proposed within the roadway improvements section of the project area defined by seven hundred and fifty (750') feet on all approaches to intersection of West Main Street @ West Avenue.

Surveys shall conform with Section 20-300b-5 A RIGHT OF WAY SURVEY@ of the

Standards for Surveys and Maps in the State of Connecticut, with adjoining property boundaries from record maps and deeds. Property lines on record shall be clearly shown on the plan with coordinate values placed at angle points and lot corners, and bearings and distances along the lines.

Base lines shall be established in the field and shall be shown on the plan with coordinate values and recover ties marked clearly.

Permanent bench marks shall be established at intervals of no greater than two hundred (200) feet along the entire project area and shall be shown on the plan with coordinate values and recover ties marked clearly. Survey control points shall be identified and tied. A separate traverse tie shall be included along with the design plans.

2.1.2 TOPOGRAPHIC SURVEY

The survey must provide the topography within the longitude limits established and described in Section 2.1.1. The survey must include locations, of edges of pavements and the location of tress, stonewalls, and permanent street furniture within a ***survey corridor seventy-five (75') feet on either side*** of the street center line, and the property line survey area outlined above in Section 2.1.1. Also, survey for 20' on either side of driveways for the entire length of all driveways which have accesses within the survey area shall be completed.

The location of all overhead and underground utilities, utility pole numbers and ownership, location and elevations of manholes, hydrants, and other street furniture must be identified by the survey. The size and invert elevation of storm water drains and sanitary sewer lines and location shall also be furnished. Pavement contour plans of existing conditions at ***one (1.0') foot*** intervals shall be established for the entire survey corridor.

2.1.3 SURVEY RESULTS

The survey results shall be plotted at a scale of 1":20' horizontally. Cross section profiles shall be presented at fifty (50') feet intervals in addition to all driveways impacted by the project at a scale of 1":20' horizontally and 1":6' vertically, along all approaches for the entire survey corridor established in Section 2.1.2. Accuracy of work performed shall conform with Class A-2 standards for horizontal control, Class V-2 for vertical control, and Class T-2 for topography as set forth by Code of recommended Practice for Land Surveyors in Connecticut.

2.1.4 REPORTS

The consultant shall provide a drainage study report and design a drainage system ***limited to the entire drainage area associated with the roadway improvement sections. All costs associated with this shall be shown as a separate line item in your cost proposal to be submitted when requested to do so.***

If the drainage system under this project requires downstream drainage improvements to the adjoining sections, the consultant shall provide the design and all associated items and costs in order to complete the project. These must be identified separately from this project to facilitate City to build or upgrade the facility or to include this as a non-participating item of this project.

2.1.5 COMMUNITY PARTICIPATION PROGRAM

It is necessary that a comprehensive and responsive community participation program be established.

Two public information meetings during the concept design phase, and two public information meetings during the design phase shall be held during this project to discuss the proposed improvements. One meeting shall be held soon after completion of the concept plans to inform the public and solicit their input and suggestions. The second meeting shall be held soon after the completion of the Preliminary Engineering Design to inform the public of the engineering design to solicit their input regarding the project design. Upon direction by the City of Stamford, the consultant shall provide a meeting moderator to conduct the two public information meetings.

The City of Stamford shall run all public information meetings. The City will arrange the facility available at the Government Center or make all necessary arrangements. The consultant shall arrange for necessary recording equipment for each meeting, attend, prepare the required information to make technical presentation as necessary at, and adequately document each meeting. The consultant shall submit ten (10) copies of typed transcripts of each of the subject project's public meetings, within 72 hours of the meeting..

The City will develop the Legal Notice to be published in the local newspaper. The notice shall describe the purpose of the meeting, the information that attendees will need to know to be prepared for the meeting, and name of the contact person from whom further information can be obtained.

The City will publish the meeting announcements in the local newspaper at least ten (10) days prior to the scheduled date of each meeting.

2.1.6 PRELIMINARY ENGINEERING DESIGN

The consultant shall incorporate all approved changes to the concept plans by the City and prepare drawings to the scale specified in section 2.1.3. **and complete** all drawings, reports, and associated documents to the City within eight weeks after receiving comments on the concept plans.

Design plans must include separate sheets for each utility depicting the test pit locations with test results along with all associated information in resolving the utility conflicts done in consultation with all utilities in the project area.

The consultant shall deliver two (2) sets of all subsections outlined in Section 2.9, and five (5) sets of **final preliminary engineering design drawings cost estimates and other documents** of the Project to the City in addition to the submission requirements to the Connecticut Department of Transportation as outlined in Section 2.9.

The preliminary engineering design drawings must be furnished to the City in electronic media format as described below:

1. All files shall be produced using the latest version of AUTOCAD, and must be in the original drawing files (*.DWG)
2. Limits of the drawing shall be set so that the design drawings are plotted at a scale of 1": 20' adopted by the City of Stamford.
3. Dimension text shall be of a size appropriate so that all dimensions can be included between extension lines.
4. The text used for notes on the drawing shall appear at least 5 mm in height.

Layer names, layer colors, line types, standard legends, formats etc., will be determined by the City prior to preliminary design.

The final submission will be ten (10) copies of all documents, reports, plans and other material. The consultant must provide the City of Stamford with an electronic copy of all documents in Microsoft products such as Word, Excel, Access in a CD ROM, drawings in the latest version of AUTOCAD in DWG format in a separate CD ROM. In addition the consultant shall provide the entire submission is a PDF format, including preliminary engineering reports, drainage reports, design reports, new starts criteria reports and all supporting addendums and appendices.

2.2 COORDINATION

The selected consultant shall, as part of this "scope of services," provide the City with the necessary coordination with the impacted property owners so as to ensure that the proposed designs are implementable. The consultant shall complete the formalities for the City to obtain all necessary permits, and approvals from the Stamford Engineering Bureau, Stamford Environmental Protection Board, and other local, state and federal government agencies required for the project construction.

2.3 MEETINGS

The consultant is required to attend meetings scheduled by all public agencies related to the project, or meetings requested by the project manager. The fee schedule shall be based on number of meetings and not the number of persons on the consultant team or

man-hours incurred attending each of the meetings. Also, the consultant is responsible for preparing the minutes of the meeting, and shall deliver the minutes within 72 hours of each of the meetings.

2.4 TAKING EASEMENT MAPS AND DESCRIPTION

The consultant shall prepare all required temporary contract easements maps, permanent roadway easement maps, and taking maps for all properties and land strips to be acquired for this project. All maps and descriptions must be prepared by a Land Surveyor licensed to practice in the State of Connecticut, and must conform to Federal, State and/or the City of Stamford Standards and must be suitable for filing in the City of Stamford, Connecticut Land Records.

2.5 SEMIFINAL DESIGN

The consultants shall incorporate all changes approved by the City to the preliminary engineering design. The consultant shall prepare/assimilate all reports; itemized cost estimates with quantities; technical specifications; construction schedules; coordination efforts; traffic management plans (maintenance and protection of traffic) with minimal impact to current traffic operations, flow and public safety; grading plans; sedimentation and erosion control plans; construction staging plans; etc. Also, the consultant shall identify the construction staging areas for this project.

2.6 FINAL DESIGN

The consultants shall incorporate all changes approved by the City to the semi-final engineering design. The consultant shall prepare/assimilate all reports; itemized cost estimates with quantities; technical specifications; construction schedules; coordination efforts; traffic management plans (maintenance and protection of traffic) with minimal impact to current traffic operations, flow and public safety; grading plans; sedimentation and erosion control plans; construction staging plans; etc. Also, the consultant shall identify the construction staging areas.

The technical specifications shall include details on material standard, strength requirements to compare with Standard Codes, etc.

Preparation of additional plans, when directed by the City, and design modifications during construction phase will be compensated at the rate provided in the financial supplement. The consultant shall negotiate the details on the additional work in consultation with the City prior to submission of written request or documentation for additional work.

2.7 SHOP DRAWING REVIEW

The consultant shall review all shop drawings for specialty products when requested by the City.

2.8 ADDITIONAL PROFESSIONAL SERVICES

The consultant shall be compensated for any additional work required in the design process only when approved by the City. Failure or oversight to identify tasks and subtasks involved in the design process, or under estimation of man hours required to complete the subtasks, negligence and errors by the consultants will not be compensated.

2.9 SUBMISSION REQUIREMENTS

The cost proposal developed by the consultant shall include all costs associated with all aspects in developing plans and specifications.

A list of typical design tasks and submission requirements for ConnDOT's review and comments for roadway and structure on each phase of design submissions are as follows:

PRELIMINARY ROADWAYS DESIGN PHASE (35% design completion)

- 12 sets of Plans
- 12 copies of Preliminary Design Report
- 2 copies of Drainage Design Check List
- 2 copies of Hydraulic Report
- 3 copies of Proposed Exploration Program
- 5 copies of Proposed Itemized Construction Cost Estimate
- 2 copies of the List of Affected Property Owners

FINAL ROADWAY DESIGN PHASE

DRAINAGE DESIGN SUBMISSIONS shall be submitted as 50% completion of the design. It shall include:

- 4 sets of plans
- 2 copies of Drainage Computations with Contour Maps
- 2 copies of Drainage Design Check List

SEMI-FINAL DESIGN SUBMISSIONS (60-70 % design completion)

- 12 sets of Plans
- 12 copies of Semi-Final Draft Report
- 2 copies of Drainage Computations with Contour Maps if requested
- 4 copies of Roadway Soil Report

3 copies of Maintenance and Protection of Traffic Specifications and Sequence and Limitations of Operations
6 copies of Cost Estimate
2 copies of Drainage Design Check List

FINAL PLANS FOR REVIEW SUBMISSIONS (85-90% Design Completion)

12 sets of Plans
12 copies of Special Provisions
12 copies of Proposed Estimate
12 copies of Design Statement
12 copies of Calendar Pay Check
3 copies of Roadway Soil and Foundations Report
7 copies of final Hydraulic Report
3 copies of Final Sewer Evaluation
3 copies of Final Drainage Computations and Check List
5 copies of Computations and Quality Estimate
3 copies of Construction Cost Estimate
1 Quality Contract Check List

FINAL DESIGN SUBMISSION (100% design completion)

2 set of Mylars (One set to the City of Stamford and one to the State Department of Transportation in addition to plans on CDs 1 AUTOCAD version of plans and 1 Microstation version of plans to ConnDOT.)
Transportation
7 sets of Prints
7 copies of Special Provisions
1 copy of the Proposal Estimate
3 copies of Design Statement

3.0 PROPOSAL INSTRUCTIONS

The City advises the consultant to follow the guidelines given below for an efficient evaluation and selection process.

3.1 CONTENT AND FORMAT

A proposal is to be submitted in four (4) parts:

- A letter of transmittal
- Technical response which includes qualifications and work plans
- Consultant's qualifications, representatives, and
- Financial supplement containing the cost applied only to the consultant selected to complete the scope of the project.

The letter of transmittal, technical response and the consultant's qualifications and representations are to be submitted along with each copy of the proposal, and the **financial supplement to be submitted at a later date when requested to do so.**

1. NUMBER OF COPIES OF THE PROPOSAL

Six (6) copies of the first three parts described above are to be submitted to the Agency Contact Specified in Section 1.3. The consultant who is selected to pursue the project shall provide an additional five (5) copies at the department's request.

The proposals must be bound in such a manner that any updates can be incorporated into the original proposal without much difficulty. The name of the consultant must appear on the outside front cover of each copy of the proposal.

2. PAGE NUMBERING

Each page of the proposal must be numbered consecutively from the beginning of the proposal through all appended material.

3. UPDATED PROPOSALS

In case there is a need for updating the proposal of the consultant selected, the consultant will accomplish this need by insertion of the updated pages submitted for all copies. All new or corrected pages must show the date of revision and indicate the portion of the page that has been changed. This later requirement is to be met by drawing vertical lines down both margins of all affected pages.

4. UNSOLICITED CHANGES

The City of Stamford reserves the right to reject any unsolicited modifications or additions received between the date of submission and proposal selection, including the substitution of sub-consultant or staff.

3.2 LETTERS OF TRANSMITTAL

The cover letter must specify the following:

- * The name and address of the Consultant.
- * Name, title and telephone number of the individual within the firm who is authorized to commit the company to this contract.
- * The name, title and telephone number of the individual whom City of Stamford should contact regarding questions, and clarifications.
- * The corporation name and address of all proposed sub-consultants.
- * The Consultant's offer must remain in effect for ninety (90) days after acceptance of the Consultant's proposal by the City.

3.3 TECHNICAL RESPONSE FORMAT

SUMMARY

The summary must include the significant features of proposal including technical approach, Consultant's experience, and project team. It must include all background information related to the Consultant's understanding of the requirements and procedures adopted by the City for successful completion of this project.

PROJECT MANAGEMENT PLAN

The project management plan shall include sufficiently detailed information to identify the Consultant's proposed organization, responsibilities and internal reporting requirements. Where sub-consultants are to be used, the specific tasks and control elements on sub-consultant's performance must be specified.

Finally, the project management plan must show the relationship between the Project and other corporate commitments, the provision for backup personnel and the total corporate resources potentially available to this project.

PROJECT STAFF

A detailed resume must be included for each individual whom the Consultant proposes to assign or commit to the project. Where individual resumes for backup or non-assigned personnel are included, they must be clearly marked as "SECONDARY RESOURCES."

The Consultant will categorize each individual according to Personnel categories such as Project Management, Project Analyst, Field Supervisor, Field Workers, Clerical Staff, etc. For each individual whom the Consultant proposes to assign to the project, the Consultant

must designate the individual's status such as full time regular employee, part time regular employee, consultant, etc., and must specify the number of years that the individual has been employed by the Consultant.

Identify the staff member to be assigned to the project under each job category for each task or sub task and include the hours associated for all the tasks and/or sub tasks detailed in the project schedule and provide same as an Appendix to the project schedule.

EXPERIENCE AND CAPABILITIES

This section shall include detailed information regarding previous projects successfully completed by the Consultant and general information related to offering organization to allow City of Stamford to assess overall capabilities.

The total number of full time employees and total number of professional employees in the offering organization shall be specified. Do not include part time employees or consultants. In the event that sub-consultants are proposed, this information should be included for each.

FINANCIAL CAPABILITIES

The consultant shall include an annual report for the previous year and banking references. In addition, if Consultant plans to have the revenues from this contract assigned to any bank or other institution, the reason for such assignment must be specified and the assignee designated. The above information is requested only from those consultants who have not worked on City of Stamford projects in the past three years.

APPENDICES

The consultant may provide in appendices any additional information that may be useful to the City of Stamford in evaluating the proposal. Generally, this may include examples of prior work products and methods.

3.4 FINANCIAL SUPPLEMENT FORMAT

The financial supplement shall be submitted only when requested by the City from the selected consultant. The financial supplement shall contain the consultant cost of designing and constructing the project. The costs of all phases must be separately identified and summarized by the tasks and subtasks in the format requested in the Section 4.3 of this RFQ.

Personnel Costs must contain the names of all individuals by job category who will be assigned to the project. The number of estimated hours and the hourly rate for each individual must be indicated and extended to indicate the cost of each individual and summarized to arrive at the total personnel costs, and the Connecticut Department of Transportation approved multipliers if available.

Travel Per/Diem (If Applicable)

This section must summarize all estimated travel costs of project staff to and from the City of Stamford office in Stamford and the cost of food and lodging for the project staff required for the on-site work required at City of Stamford offices.

Printing/Reproduction

The costs of printing and reproducing all required reports and procedural material must be specifically identified and summarized.

Taking Maps

The cost for each taking map shall be presented as a separate line item, and shall not be included in the total project cost.

Miscellaneous

Any category of tasks or sub tasks not included in the sample project task details attached in the RFQ must be specifically identified and summarized in this section.

In addition, totals must be indicated for each major area of work.

4.0 PROPOSAL EVALUATION

4.1 EVALUATION METHODOLOGY

Proposals submitted in response to this RFQ will be evaluated by the evaluation committee. This committee will comprise technically qualified personnel from the Office of Operations, the City of Stamford.

Evaluation will be a two-step process. First, all technical proposals will be evaluated based upon the criteria shown in Section 4.2. Each proposal will be assigned a numeric score in this evaluation. Oral presentation may be required in order to clarify any issue and to provide additional insights into the Consultant's proposal. The financial supplement of the technical proposal meeting the requirements of the City of Stamford will then be evaluated based upon the criteria shown in Section 4.3. The Financial supplement that does not meet these criteria will cause the disqualification of the Consultant from further consideration by the City.

4.2 TECHNICAL EVALUATION

City of Stamford and the Office of Operations will evaluate the technical proposals on the following basis:

4.2.1 CORPORATE EXPERIENCE AND CAPACITY (TOTAL 20 POINTS)

Corporate experience will be evaluated based upon project experience; related technical experience; and overall corporate capacity.

Project Experience: (10 POINTS)

Project experience will be evaluated based upon the quality of work in analysis, design or implementation of similar work.

Capacity: (10 POINTS)

Resources will be evaluated based on the total resources assigned or committed to the project.

4.2.2 COMMITTED STAFF AND PROJECT ORGANIZATION (TOTAL 65 POINTS)

Project staff will be evaluated based upon related project experience and assignment, qualifications of the project manager, technical skills of the project team and proposed project organization and management plans.

Related Project Experience: (10 POINTS)

The project staff will be given points based upon experience and other related systems with credit given to design, management analysis, technical analysis, programming,

training and implementation.

Project Manager: (5 POINTS)

The proposed project manager will be evaluated based upon past project experience. Full credit will only be given to project managers who have managed similar projects in terms of size and complexity, scope and functional areas.

Technical Skills: (45 POINTS)

Technical skills will be evaluated similarly to the related technical experience shown previously with the same criteria regarding employee status as outlined above.

Project Management Plan and Organization: (5 POINTS)

Proposed organization will be evaluated based upon relevancy to work assignments, clarity of responsibilities and qualifications of managerial personnel.

4.2.3 UNDERSTANDING OF WORK TO BE PERFORMED (10 POINTS)

The Consultant's understanding of the work required to successfully complete the project will be evaluated based upon the following:

Consultant's demonstrated understanding of the City of Stamford's problems and potential solutions.

Consultant's technical approach to each task outlined in Section 2.0 including example reports, documentation previously prepared and other deliverables from previous projects related to describing how he/she/it will perform the task and the end product which City of Stamford can expect.

4.2.4 FINANCIAL CAPABILITIES (5 POINTS)

Financial capability to perform all work required for the project will be evaluated based upon the expected cost of the project, total corporate revenue and reserves, and expected payment schedules.

4.3 COST EVALUATION

The financial supplement of the technical proposals must be submitted within 72 hours when the consultant is requested to do so, during the consultant selection process, and must contain the information in the prescribed format as outlined below. This format is required in order to provide a standard basis of comparison for evaluating the costs of all proposals. Failure to follow this format may result in disqualification of the proposal from further consideration.

All personnel costs must be presented in the format outlined below.

Identify the staff member to be assigned to the project under each job category for each task or sub task and include the hourly rate, hours and costs. The costs involved for all the tasks detailed in the Scope of Work shall be provided as an Appendix to the financial supplement.

When requested, Description of work for each of the tasks to be performed, providing number of hours of each level of staff in completing each of the subtasks must be provided in the format provided below. The consultant shall identify and list all subtasks for each of the tasks in their fee proposal.

The rates, hours, etc. for each task and sub-tasks will be negotiated if deemed necessary prior to the final selection of the Proposal for Award.

5.0 SELECTION

Each RFQ will be evaluated in accordance with the Section 4.0 of this RFQ by a Selection Committee. RFQs will not be publicly opened. RFQ evaluation, negotiation and selection process will be kept strictly confidential throughout the process.

Information on the submitted RFQs including the financial aspects will not be provided to any consultant about any of the proposals from the other consultant.

Based on the proposed evaluation, the Selection Committee may short list the responses to a maximum of three (3) consulting firms for presentation of the project to the Selection Committee, if and when there is a need for it.

During the presentation the proposer shall clarify the questions that the Selection Committee member might have in addition to responding to conditions, exceptions, reservations or understanding of the proposal.

The Selection Committee reserves the right to verify all the information submitted as a part of this proposal.

If and when the selection committee requests additional information, the committee may decide to request from the highest ranked consulting firm or from each consulting firm on the short list to amend the response submitted by the consultant. The amended proposal shall include all discussions on technical aspects of the projects in addition to any financial negotiations that the Selection Committee had discussed with the consultant(s). A specific date and time for such submittals with a reasonable time to respond will be provided to the consultant(s) short listed.

All modifications to the initial responses made by the consultants will be evaluated by the evaluation criteria outlined in Section 4.0 of the RFQ.