

**TOWN OF HEBRON**  
**REQUEST FOR STATEMENT OF QUALIFICATIONS**  
**Water Pollution Control Authority Facility Study**

**# 2016-02**

The Town of Hebron Water Pollution Control Authority is seeking Statement of Qualifications from qualified engineering companies to conduct a facility study of the Town's waste water sewer system. RFQ packages are available at the Town Manager's Office, 15 Gilead Street, Hebron, CT 06248 or by calling 860-228-5971 x122. An original and six (6) copies of the sealed Statement of Qualifications must be received in the Town Manager's Office, in envelopes plainly marked "RFQ WPCA Facility Study # 2016-02" by 10:00 a.m. on Friday, August 28, 2015. The Town of Hebron reserves the right to accept or reject any and all Statement of Qualifications, or any part thereof, if it is in the best interest of the town.

Andrew J. Tierney  
Town Manager

**REQUEST FOR STATEMENT OF QUALIFICATIONS  
WPCA FACILITY STUDY  
THE TOWN OF HEBRON, CONNECTICUT**

**I. GENERAL INFORMATION**

**1.1** **Issuing Office:** This Request for Statement of Qualifications (RFQ) is issued by the Water Pollution Control Authority (WPCA) of the Town of Hebron, Connecticut.

**1.2** **Purpose:** The purpose of the RFQ is to provide prospective firms with essential information to enable them to prepare and submit Statement of Qualifications regarding a facility study for the Town of Hebron WPCA.

**Clean Water Fund Project:** Any contract awarded under this request for qualifications is expected to be funded in part by the State of Connecticut, Department of Energy and Environmental Protection. This procurement will be subject to the requirements contained in Section 22a-482-4(h), (i) and (o) of the regulations of Connecticut State Agencies. The State of Connecticut will not be a party to this request for qualifications or any resulting contract.

**1.3** **Statement of Qualifications:** All Statement of Qualifications received by the Town in response to this RFQ will be retained. Submissions must:

A. Proposal must be received by:

Andrew J. Tierney, Town Manager  
Town of Hebron  
15 Gilead Street  
Hebron, CT 06248

no later than **10:00 a.m. on Friday, August 28, 2015**. Envelopes must be clearly marked "RFQ – WPCA Facility Study RFQ # 2016-02". Firms mailing Statement of Qualifications should allow for normal delivery time to ensure timely receipt of their Statements. **Statements of Qualifications may not be submitted by e-mail.**

B. Must be signed by an official authorized to bind the firm to its provisions.

C. Must include a statement that the Statement of Qualification remains valid for a period of at least ninety (90) days from the date of its submission.

**LATE Statements of Qualifications WILL NOT BE CONSIDERED**

**1.4 Rejection of Statements of Qualifications:** The Town reserves the right to reject any and all Statement of Qualifications received as a result of this RFQ.

**1.5 Communications Concerning RFQ:** All questions relevant to the development of a proposal are to be directed to:

Kevin Kelly, Public Works Director  
Phone: 860-228-2871  
E-mail: kkelly@hebronct.com

Questions determined to be of interest to all prospective firms will be answered in writing and provided to all firms either by mail or by e-mail.

**1.6 Term:** Based upon the outcome of this process, the Town of Hebron will award a contract at the sole discretion of the Town of Hebron.

**1.7 Additional Information:**

- A. Revisions or addenda to the RFQ:** In the event it becomes necessary to revise or supplement any part of the RFQ, the revision or supplement will be provided to all prospective firms either by U.S. mail or by e-mail.
- B. Incurring Costs:** The Town will not be liable for any costs incurred by a firm in the preparation or submission of a Statement of Qualification.
- C. Civil Rights Compliance:** Where applicable, firms must comply with the Civil Rights Act of 1964, the Equal Employment Act, and the Connecticut Fair Employment Practices Act.
- D. News Releases:** News releases pertaining to this RFQ or the services, study or project to which it relates will not be made without prior approval, and then only in coordination with the Town.
- E. Acceptance of Proposal Content:** The contents of the successful Statement of Qualification may, at the Town's option, become part of the contract entered into by the successful firm and the Town.
- F. HOLD HARMLESS AGREEMENT:** The WPCA facility study provider, its agents and assigns, shall absolutely indemnify and hold harmless the Town of Hebron, including but not limited to its elected officials, its officers, employees and agents, from any and all claims brought by a person or entity whatsoever, in any forum, on any theory, arising from any negligent or wrongful act or omission of the WPCA facility study provider during performance of the contract or any other agreement entered into by reason thereof. The WPCA facility study provider shall indemnify the Town of Hebron, including but not

limited to its elected officers, employees and agents, from any and all losses or liabilities resulting from any such claim, including but not limited to damage awards, costs and attorney's fees.

**G. NON-DISCRIMINATION:**

No person shall be denied or subjected to discrimination on account of services or activities made possible by or resulting from this agreement on the grounds of sex, race, color, creed, national origin, age (except minimum age and retirement provisions), marital status, sexual orientation or disability.

Any violation of this provision shall be considered to be a violation of a material provision of this agreement and shall be grounds for cancellation, termination or suspension of the agreement, in whole or part, by the Town and may result in ineligibility for further Town contracts. The proposer shall at all times, both in the proposal and in the contract process, comply with all applicable city, state, and federal anti-discrimination laws, rules, regulations and requirements thereof.

**H. CONFLICT OF INTEREST:**

The Statement of Qualification shall provide a statement that no conflict of interest exists in rendering service to and in representing the Town of Hebron.

Non-Collusion Affidavit and Code of Ethics - All Statement of Qualification shall include an executed copy of the Town's Non-Collusive Affidavit (Appendix A). All proposers shall abide by the requirements of the Town's Code of Ethics.

**II. PROJECT FUNDING**

The Hebron WPCA has a maximum of \$35,000 budgeted for this project.

**III. CONTENT OF THE STATEMENT OF QUALIFICATION**

**3.1 Scope of Services**

The Town of Hebron WPCA is seeking Statements of Qualifications from a qualified engineering company to conduct a facility study for the Town's waste water sewer system. This includes the sources and degree of infiltration of groundwater into the pipelines, sustainability, energy efficiency, and the condition of nine (9) pumping stations. The Town of Hebron's sewer system is approximately 23 years old. A report on the life expectancy of the system will be a condition of this Statement of Qualification along with a presentation at a public meeting and a presentation to the Board of Selectmen. Sewer As-Built Contracts 1 – 7 are attached to this RFQ as separate files. Flow data is also attached as separate files.

Any interested parties can request information including the as-built drawings of the sewer system.

Submissions shall at a minimum consist of the following:

- A. A transmittal letter signed by the consultant or the appropriate officer of the firm submitting the Statement of Qualifications;
- B. A concise and complete description of the work to be performed including
  - I. An explanation of the consultant's understanding of the project and the key issues
  - II. A work program identifying each element of the project and time schedule for each phase of the work, including milestones for periodic review of the work with the WPCA
  - III. Identification of the methodology that would be used to conduct the various elements of the study;
  - IV. A list of personnel who will be assigned to the project including resumes
  - V. A description of similar projects in which the consultant has been involved, including references with contact information.

#### **IV. SELECTION PROCESS**

**4.1** The responses to this RFQ will be reviewed by a committee established by the Town and a group of firms shall be invited for an interview based on the content of the written Statement of Qualifications. Final selection will be made by the WPCA and shall be based upon an evaluation of the written proposal, the consultant presentation and interview and references. The factors which will be evaluated include:

- A. The specialized experiences of the firm and their assigned personnel on similar projects
- B. The firm's successful completion of similar projects
- C. The consultant's understanding and technical approach to the project
- D. The ability of the consultant to perform the work in a timely manner and within the budget available for this project
- E. The consultant's proposed schedule, including milestones.

#### **4.2**

The Town reserves the right to waive non-material deficiencies in any Statement of Qualifications.

Statement of Qualifications will be evaluated based on what is deemed to be in the best interests of the Town, including such factors as the experience and expertise in providing the WPCA facility study, clarity and creativity including, recommendations of entities for which the submitter has previously provided services, the persons to be assigned to the project.

Selection as the preferred Statement of Qualification does not provide any contract rights to that vendor. Any such rights shall accrue only if and when the Town and the vendor execute a binding contract. The Town reserves the right to negotiate with the successful vendor in any manner necessary to best serve the interests of the Town. If the Town fails to reach an agreement with the

successful submitter, the Town may commence negotiations with an alternative company or reject all Submissions and reinstitute the RFQ process.

**V. Insurance Requirements**

The Town reserves the right to waive any portion or adjust downward the amount of insurance required depending on the exposures to the Town. The Contractor shall furnish a certificate of insurance to the Town Manager or his designee for the following insurance coverage within ten (10) days from contract execution. All insurance coverage shall be written with an insurance company licensed to conduct business in the State of Connecticut. Insurance coverage shall remain in full force for the duration of the contract term including any and all extensions. Such certificate of insurance shall specify that the Town of Hebron will receive thirty (30) days written notice of any cancellation, non-renewal or reduction in coverage and limits originally provided.

Any aggregate limit shall apply per project. Contractor's insurance shall be primary over any other valid and collectible insurance. Any deductibles are the sole responsibility of the Contractor. Such policy shall name the Town of Hebron as "additional insured".

- A. Commercial General Liability including Premises-Operations, Independent Contractors, Blanket Contractual, Products and Completed Operations, Broad Form Property Damage:

\$1,000,000 Bodily Injury per Occurrence

\$1,000,000 Property Damage per Occurrence

\$1,000,000 Combined Single Limit

Property damage Liability for the following hazards if applicable:

X (Explosion), C (Collapse), U (Underground damage).

- B. Comprehensive Automobile Liability covering owned, non-owned, hired or leased vehicles.

\$1,000,000 Bodily Injury per Occurrence

\$1,000,000 Property Damage per Occurrence

\$1,000,000 Combined Single Limit

- C. Owners Protective Liability:

On purchase orders where the cost of the work, or contract price, exceeds \$100,000 or is hazardous in nature, there shall also be a \$4,000,000 umbrella or excess liability layer over the underlying described above. In such case there shall also be required an Owners and Contractors Protective Liability policy issued naming the Town as named insured, with a \$1,000,000 per occurrence limit.

The wording for both named insured and additional insured shall read as follows: The Town of Hebron, The Hebron Board of Education (where appropriate), and its respective Officers, agents and servants.

- D. Worker's Compensation: In accordance with Connecticut State Statutes. Employers Liability Limit - \$1,000,000.
- E. Professional liability, \$5,000,000 limit (Architects, Engineers, Attorneys including Town Counsel, Accountants, Actuaries, Agents of Record). Additional coverage and limits may be required based upon the particular services contracted.

**APPENDIX A**

**TOWN OF HEBRON**  
**Department of Finance**  
**NON COLLUSIVE AFFIDAVIT OF PROPOSER**

The undersigned proposer, having fully informed themselves regarding the accuracy of the statements made herein certifies that;

- (1) the Statement of Qualifications developed the Statement independently and submitted it without collusion with, and without any agreement, understanding, or planned common course of action with any other entity designed to limit independent submissions or competition;
- (2) the submitting company, its employees and agents have not communicated the contents of the submission to any person not an employee or agent of the proposer and will not communicate the submission to any such person prior to the official opening of the Statement of Qualification, and
- (3) acknowledges that the Town of Hebron's Code of Ethics has been received and understood.

The undersigned submitter further certifies that this statement is executed for the purpose of inducing the Town of Hebron to consider the Statement of Qualifications and make an award in accordance therewith.

\_\_\_\_\_  
Legal Name of Submitter/Firm

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Title Person

Subscribed and Sworn to me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public

My Commission Expires

\_\_\_\_\_

# Hebron Code of Ethics

Effective August 1, 2010

**I. Persons Governed by this Code:** This code shall apply to all Town officials, officers and employees, whether elected and/or appointed, including members of boards, commissions, and committees, full time or part time, paid or unpaid and shall hereinafter be referred to collectively as “persons governed by this code.”

## **II. Purpose:**

Public office is a public trust. The trust of the public is essential for government to function effectively. Policy developed by government officials and employees affects every citizen of the town, and it must be based upon honest and fair deliberations and decisions. This process must be free from threats, favoritism, undue influence and all forms of impropriety so that the confidence of the public is not eroded. By enacting this Code, the Town of Hebron seeks to avoid any loss of trust and to maintain and increase the confidence of our citizens in the integrity, fairness and transparency of their government.

Persons governed by this Code should strive to conduct themselves in a professional, courteous, honest manner and otherwise according to the highest moral and personal standards of integrity, such that their behavior reflects favorably upon themselves and the Town of Hebron.

## **III. Definitions:**

As used in this document, the following listed words and phrases shall have these specific meanings:

**Code:** This “Code of Ethics” as adopted by the Town of Hebron on August 1, 2010, and as amended from time to time.

**Conflict of Interest:** A conflict between one’s obligation to the public good and one’s self-interest.

**Financial Interest:** Any monetary benefit accruing to persons governed by this code that is not equally available to the general public.

**Gift:** Anything having value whether in the form of service, loan, tangible property, promise or any other form. However a gift shall not include political contributions made in accordance with campaign financing regulations; nor tokens of appreciation, recognition or other incidental gratuities not exceeding \$100 per year.

**Immediate Family:** Includes spouse/domestic partner, siblings of either, child(ren), parents, and any individual residing in the same household.

**Independent Contractor:** Any general contractor, subcontractor, consultant, person, firm, corporation, vendor or organization currently providing or formerly providing, goods or services to the Town of Hebron in exchange for compensation.

**Gender:** Masculine shall include the feminine and the feminine shall include the masculine.

**Personal Interest:** Any non-monetary benefit, special consideration, treatment or advantage accruing to persons governed by this Code which is not equally available to the general public.

**Singular and Plural:** Singular shall include the plural and the plural shall include the singular unless the context otherwise requires.

#### **IV. Conflicts of Interest:**

No person governed by this code shall use his position or office for the financial or personal interest of himself, a business with which he is associated, an individual with which he is associated or a member of his immediate family.

No person governed by this code shall engage in or participate in any business or transaction, including outside employment with a private business, or have an interest, direct or indirect, that is incompatible with the proper discharge of his official responsibilities in the public interest or that would tend to impair his independent judgment or action in the performance of his official responsibilities.

No person governed by this code or a business with which he is associated or member of his immediate family shall enter into a contract with the Town of Hebron unless it is awarded through a process of public notice and/or competitive bidding.

No person governed by this code or independent contractor shall knowingly counsel, authorize or otherwise sanction action that violates any provision of this code.

#### **V. Disclosure and Recusal:**

A person governed by this code shall refrain from participating on behalf of the Town of Hebron in any matter pending before any agency of the town if he, a business with which he is associated, an individual with whom he is associated or a member of his immediate family has a financial or personal interest in that matter and such interest is not shared by a substantial segment of the town's population.

If such participation is within the scope of said person's official responsibility, he shall be required to provide written disclosure, that sets forth the nature and extent of such interest to the town clerk, and

this disclosure shall be included in the official record of all proceedings on this matter.

Notwithstanding the prohibition outlined above, a person governed by this code may vote or otherwise participate in a matter that involves a determination of general policy if said person's interest in the matter is shared with a substantial segment of the population of the Town of Hebron.

No person governed by this code shall appear on behalf of private interests before any agency of the town, nor shall he represent private interests in any action, proceeding or litigation against the town.

Nothing contained in this code shall prohibit or restrict a person governed by this code from appearing before any agency of the Town of Hebron on his own behalf, or from being a party in any action, proceeding or litigation brought by or against such person to which the Town is also a party.

For a period of one (1) year after termination of service to the Town of Hebron, no former public employee or public official who participated in the negotiation or award of a town contract valued in excess of \$25,000 shall accept employment with, appear on behalf of, or represent any private interest concerning matters related to this same contract.

#### **VI. Gifts:**

No person governed by this code or member of such individual's immediate family or business with which he is associated shall solicit or accept any gift that could reasonably be expected to influence or create an appearance of influencing the actions or judgment of such person.

If a prohibited gift is offered to a person governed by this code, he shall refuse it, return it, pay the donor the market value of the gift or donate it to a nonprofit organization provided he does not take the corresponding tax write-off. Alternatively, such prohibited gift may be considered a gift to the Town of Hebron provided it remains in the Town's possession.

#### **VII. Use of Town Assets:**

No person governed by this code or independent contractor shall request or permit the use of town funds or services, Town owned or leased vehicles, equipment, facilities, materials or property for personal convenience or profit, except when such assets and services are available to the public generally or are provided as Town policy for the use of persons governed by this code in the conduct of official business.

**VIII. Use of Confidential Information:**

No person governed by this code, former employee or independent contractor shall disclose confidential information concerning Town affairs, nor shall such persons governed by this code use this information for the personal or financial interests of themselves or others.

**IX. Severability:**

If a specific section of this Code is found to be invalid by a state or federal court or agency having jurisdiction only that specific section of the Code shall be deemed invalid. The rest of the Code shall remain in effect.

**X. Distribution of Code of Ethics:**

The Town Clerk shall provide a copy of this Code of Ethics to every town official, employee, board and commission member, persons serving the town or persons doing business with the town. Each public officer or employee elected, appointed or engaged thereafter shall be furnished a copy before entering upon the duties of his office or employment or contract.