REQUEST FOR PROPOSALS

Invitation to Bid

The Town of Monroe ("Town") hereby invites sealed proposals from qualified professional engineering firms for the following project/service:

RFP#/Department	**2026-09**	**PUBLIC WORKS**	
Title:	**PROFESSIONAL ENGINEERING SERVICES FOR RICHMOND DRIVE WATER MAIN EXTENSION – DESIGN, PERMITTING, BIDDING AND CONSTRUCTION-PHASE SERVICES**		
Release Date:	November 24, 2026	@ 4:00 pm	
Response Deadline:	December 14, 2026	@ 10:00 am	
RFP documents may be obtained:	In Person: Monroe Town Hall Office of the First Selectman 7 Fan Hill Road Monroe, CT 06468 M-Th: 9:00am-4:00pm F: 9:00am-1:00pm	Electronically: www.monroect.gov Bidders shall be responsible for checking the Town website to obtain RFP addenda, if any to ensure compliance.	
RFP Opening Place:	Monroe Town Hall 7 Fan Hill Road Monroe, CT 06468	All Proposals shall be opened publicly and recorded in writing. This shall take place in room 204	
Key Dates:	**Mandatory Site Meeting**	**December 4, 2026, 10:00 a.m., Richmond Drive**	
	Interviews	Week of December 14, 2026 (anticipated)	
	Preliminary Notice of Award	Within sixty (60) days of Response Deadline	
	Contract Execution	Within ten (10) days of Notice of Award	
Proposal Instructions:	1. Proposals are subject to the Standard Instructions to Bidders attached hereto and incorporated herein by reference. 2. Proposals shall be submitted in a single sealed envelope clearly marked with the: (a) name and address of Bidder; (b) RFP # and Title; (c) Release Date/Time; and (d) Response Deadline. 3. Proposals shall consist of: one (1) original, two (2) hard copies and one (1) electronic copy on a USB drive. 4. The Town shall not accept any oral, facsimile or electronic Proposals. 5. The Town shall not accept any Proposals received after the Response Deadline, time being of the essence. 6. Proposals may not be withdrawn, cancelled or modified for ninety (90) calendar days after the opening date. 7. State-Funded Project Rider Notice: ☐ Applicable ☒ N/A. If "Applicable" is checked, this RFP is subject to the State-Funded Project Rider Notice attached hereto, which is incorporated into this RFP and any resulting Contract.		
Inquiries: (Written Only)	Procedural: Office of the First Selectman fs_office@monroect.gov	Technical: Chris Nowacki Director of Public Works cnowacki@monroect.gov	Consultant: N/A

STANDARD INSTRUCTIONS TO BIDDERS

1. **INTRODUCTION.** The Town is accepting sealed proposals from qualified bidders ("Bidder") for the Work, as hereinafter defined. Interested parties shall submit a proposal in accordance with the requirements and directions contained in this RFP. This RFP is not an offer or contract, and the Town shall not be bound, nor shall any right accrue to any Bidder until a written Notice of Award has been issued to the successful Bidder by the First Selectman **and** a contract is executed by the parties, as approved by the Town Council.

2. **RIGHT TO AMEND OR TERMINATE THE RFP.** The Town reserves the right to amend or terminate this RFP, accept or reject any and all proposals, in whole or in part, to waive any informalities, deficiencies, omissions, excess verbiage, or technical defects in any proposal, to give preference to local businesses (except where prohibited by applicable law or funding conditions), and or to award a contract to the Bidder that it determines is in the Town's best interest. The Town is not under any obligation to award to the lowest price proposal, but will select the best qualified proposal meeting all selection criteria and negotiate the fee as provided in the Scope of Work. Notice of any changes to the RFP shall occur by posting on the Town website at www.monroect.gov. Bidders shall be responsible for checking the Town website to obtain said changes or RFP addenda, if any, to ensure its proposals are submitted in compliance with the RFP as may be amended by any addenda. The Town reserves the right to negotiate fees with the selected Bidder.

3. **KEY DATES**. As set forth in the RFP cover page. All Key Dates are anticipated, not certain and remain subject to change without notice. Notice of any changes to the RFP shall occur by posting on the Town website at www.monroect.gov.

4. **PROPOSAL INSTRUCTIONS.** As set forth in the RFP cover page. The Town shall not accept any proposal received after the Response Deadline, time being of the essence, except only where the Town determines, before opening, that the delay resulted solely from an error of the Town and acceptance would not prejudice the competitive process. Proposal pricing must be submitted on the Fee Proposal Form included in this RFP, unless set forth the contrary, and shall be stated in both words and numbers. All forms submitted in response to the RFP, including without limitation, the Fee Proposal Form, must be executed by an individual with express written authorization from the Bidder, which authorization (e.g., Resolution or Consent) shall be included with the proposal. Any errors, alterations, or corrections on Fee Proposal Form shall be initialed. The Fee Proposal Form shall be enclosed in a separate sealed envelope as directed on the RFP cover page and shall be opened only as provided in Section 7 of the Scope of Work.

5. **INQUIRIES.** As set forth in the RFP cover page. Bidders are prohibited from contacting any Town employee, officer, official, agent or volunteer ("Town Representative") except as listed on the RFP cover page. All inquiries shall be submitted not less than three (3) days prior to the Response Deadline. No statement by any Town Representative shall be effective to waive, amend or otherwise modify any of the provisions of this RFP. Noncompliance with the foregoing may result in disqualification of the Bidder and proposal.

6. **COMMUNICATION WITH BIDDER.** The Town reserves the right, at any time (before or after the opening of proposals) to communicate with any Bidder to clarify its proposal or to request additional information that the Town, in its sole discretion, deems desirable to evaluate the proposals.

7. **COSTS FOR PREPARING PROPOSAL.** All costs incurred in developing its proposal shall be the sole responsibility of the Bidder. The Town shall have no liability for such costs.

8. **OWNERSHIP OF PROPOSAL.** Upon submission to the Town, the proposal, and its attachments, shall become the Town's property and shall not be returned to Bidder.

9. **PRE-PROPOSAL MEETING/SITE VISIT**. The Bidder shall visit and physically examine all property, real and personal, subject to the RFP, and thoroughly familiarize itself with all site conditions prior to submission of its proposal. If designated as such on the RFP cover page, attendance at all scheduled Pre-Proposal Meetings and Site Visits is **mandatory**. Sign-in shall be required at the commencement of each meeting and or visit. No special arrangements or private tours shall be accommodated outside of the scheduled meeting. Noncompliance with the foregoing may result in disqualification of the Bidder and proposal.

10. **FREEDOM OF INFORMATION ACT.** All information submitted in response to this RFP is subject to disclosure under the Connecticut Freedom of Information Act, as may be amended and judicially interpreted. A Bidder's response may contain financial, trade secret or other data that it claims should not be public (the "Confidential Information"). A Bidder must identify the specific pages and portions of its proposal that contain the claimed Confidential Information by visibly marking same in bold red ink with "CONFIDENTIAL INFORMATION". Provided that the Bidder cooperates with the Town as described in this section, the Town shall make good faith efforts, to the extent permitted by law, to protect such Confidential Information from unauthorized disclosure. If the Town receives a request for a Bidder's Confidential Information, it will promptly notify the Bidder in writing of such request and provide the Bidder with a copy of any written disclosure request. The Bidder may provide written consent to the disclosure or may object to the disclosure by notifying the Town in writing to withhold disclosure of the information, identifying in the notice the basis for its objection, including the statutory exemption(s) from disclosure. The Town may, in its sole discretion, choose to release the Confidential Information or withhold the same, in its sole discretion and without liability to the Bidder or any third party. Should the Town choose to withhold the Confidential Information on behalf of the Bidder, the Bidder shall indemnify, defend and hold the Town harmless from any complaint and damages which may arise from said nondisclosure, including but not limited to reasonable attorney's fees and costs for the defense of any matter before the Freedom of Information Commission. Notwithstanding the foregoing, the Town reserves the right to exempt responses to this RFP, and all records in connection with the contract award process, pursuant to C.G.S. 1-210 (b)(24).

11. **REQUIRED DISCLOSURES**. The Town reserves the right to reject any proposal which is incomplete, or which fails to include all submissions in form and substance as required by this RFP, including without limitation, all documents set forth on the Checklist. The Town reserves the right to reject any proposal and or disqualify any Bidder based upon the information provided in the proposal, which, in the sole discretion of the Town, renders the proposal or Bidder unqualified or otherwise not in the best interest of the Town.

12. **LEGAL STATUS/QUALIFICATIONS.** If a Bidder is a business entity, it must be registered and in good standing with the Office of the Connecticut Secretary of the State. The Town may request acceptable evidence of a Bidder's: (a) legal status; (b) that it has been regularly engaged in the business of such work as they propose to perform in response to this RFP; and (c) that they are fully prepared with the necessary capital, personnel, materials, tools and equipment, in order to fully perform the work to be contracted to the satisfaction of the Town and to begin work promptly when awarded.

13. **BIDDER'S REPRESENTATIONS.** The Bidder represents and acknowledges that it: (a) has received, read and understands this RFP, addenda, plans and specifications, if any; (b) is familiar with the project and scope of work associated therewith; (c) has been regularly engaged in the business of such work as they propose to perform in response to this RFP; (d) fully prepared with the necessary capital, personnel, materials, tools and equipment, in order to fully perform the work to be contracted to the satisfaction of

the Town and to begin work promptly when awarded without exception or qualification, except as expressly stated in the proposal; (e) is familiar with and shall comply with all federal, state and local laws, regulations, ordinances, codes and orders that in any manner relate to this RFP; (f) has not colluded with any other person or entity in regard to any proposal submitted; (g) is not barred from proposing or performing work in any jurisdiction and, (h) if this RFP includes work to be performed to or upon Town property, has visited and physically examined the property and the surrounding territory, and thoroughly familiarized itself with all conditions of the property, both natural and manmade, as well as all such above grade, at grade and subsurface conditions that may in any way affect the work to be done and labor and materials to be furnished for the proper completion of the work, before submission of this proposal with the understanding that any claim for labor, equipment, or materials required, or difficulties encountered which could have been foreseen had such an examination been carefully made will not be recognized.

14. **INSURANCE.** The Bidder shall, at its own expense and cost, obtain and keep in force, at a minimum, the insurance set forth in the Mandatory Insurance Requirements, attached hereto and incorporated by reference into this RFP. The Town reserves the right to request from the Bidder a complete, certified copy of each required insurance policy. At least five (5) days before the contract is executed and prior to commencement of any work contemplated thereby, the Bidder shall provide the Town a certificate of insurance, executed by an authorized representative of the insurance company, in form and substance satisfactory to the Town. The Town reserves the right to reject insurance companies. Noncompliance with this article or the Mandatory Insurance Requirements may result in disqualification of the Bidder and proposal and termination of the contract. The Town reserves the right to withhold payment from the Bidder until evidence of satisfactory insurance has been received by the Town.

15. **SECURITY/BONDS.**
Not applicable to this RFP. Proposal security and performance bonds are not required for professional engineering services.

16. **AWARD CRITERIA/PRELIMINARY SELECTION/CONTRACT EXECUTION**. The Town reserves the right to correct, after Bidder verification, any mistake in a proposal that the Town determines to be a clerical or scrivener's error. If an error exists in an extension of prices, the unit price shall prevail. In the event of a discrepancy between the price quoted in words and in figures, the words shall control.

The Town further reserves the right to award all or any portion of this RFP to any single or combination of separate Bidders or proposals.

The proposals will be evaluated by a Review Committee ("Committee") which will select the proposal that best meets the criteria set forth in the RFP and is in the best interests of the Town, including without limitation, the proposal, the Bidder's understanding of the RFP requirements, approach and timeline; the locale of the Bidder's offices, personnel and staffing; the Bidder's personnel and staffing, resources, experience, references, capabilities, past performance; and any other criteria it determines relevant and in its best interests. The Town may reject any Bidder if, in the sole judgment of the Town, the Bidder's past performance gives rise to a substantial risk that the Bidder may not provide satisfactory performance. The Town reserves the right to pursue or reject any and all proposals, in whole or in part, to give preference to local businesses, and to pursue any proposal deemed to be in the best interests of the Town, notwithstanding it may not be the lowest Bidder. The Town is not under any obligation to award a contract to the lowest Bidder. Selection under this RFP is qualifications-based: the Fee Proposal Form is not opened or considered in ranking the proposals, and the fee is negotiated with the top-ranked Bidder as provided in Section 7 of the Scope of Work.

If interviews are deemed necessary, a short list of Bidders will be developed and specific information required for the interviews will be provided to Bidders at the time of notification.

The Town shall not award the proposal to any person or business (including any person or business under common control with any Bidder) that is in arrears or in default to the Town with regard to any tax, debt, contract, security or any other obligation or, whom, in the discretion of the Town, has been so within the prior five (5) years on a material obligation.

The Town will issue a Preliminary Notice of Award. The Preliminary Notice of Award may be subject to further negotiations with the Bidder. The making of a preliminary award to a Bidder does not provide the Bidder with any rights and does not impose upon the Town any obligations. The Town is free to withdraw a preliminary award at any time and for any reason. A Bidder has rights, and the Town has obligations, only if and when a formal Contract is executed by the Town and the Bidder, as approved by the Monroe Town Council.

If the Bidder fails to provide all required documents and execute the Contract within ten (10) business days of the date of the Preliminary Notice of Award, unless extended by the Town, the Town may enter into discussions with another Bidder.

17. **EXCEPTION TO SPECIFICATIONS.** No protest regarding the validity or appropriateness of any portion of the RFP, its addenda, plans or specifications will be considered, unless the protest is filed in writing with the Town prior to the Response Deadline. All proposals rendered shall be considered satisfactory and compliant with any specifications unless exceptions are noted on a separate page dated and signed by the Bidder.

18. **LIST SUBCONTRACTORS/SUPPLIERS/SPENDING ALLOCATION GOAL COMPLIANCE.** Each Bidder shall identify in its proposal all sub-consultants and subcontractors known at the time of submission, including the full legal name, business address, telephone number, discipline/scope of services, anticipated dollar value, and DAS certification status, if any, of each such entity.

For any state-funded public works project subject to Spending Allocation Goal requirements, the Bidder shall also provide all subcontractor, supplier, and certification information required by CHRO, the Town, the funding agency, or applicable law.

If any sub-consultant or subcontractor is not known at the time of proposal submission, the Bidder shall so state and shall thereafter supplement its disclosure before entering into any subcontract, purchase order, or similar arrangement and before such entity commences Work.

The Town may object to any proposed subcontractor by providing the Bidder with written notice thereof within seven (7) business days of receipt of all required information about the proposed subcontractors, whereupon the Bidder shall not use any such subcontractor for any portion of the work described in the contract.

19. **LIST OF REFERENCES**. The Bidder shall disclose to the Town a list of at least three (3) references (full legal name, business address and telephone number) for past performance on similar projects of comparable size and scope within the last five (5) years.

20. **SELECTION CRITERIA**. Bidder will be evaluated by the Committee based on the following criteria, as weighted in Section 7 of the Scope of Work:

    a. Demonstrated specialized experience and competence in providing the services outlined in this RFP document.

    b. Examples of past performance on similar services and references for services of comparable size and scope within the last five (5) years.

    c. The capacity and capability to complete all work on-time and within budget.

d. The knowledge of the Bidder and its relative experience with municipalities and public sector entities in the State of Connecticut.

e. Suggestions for improvement, innovation, efficiency and fiscal economy relative to the project.

f. Quality of submission and understanding of the project requirements, including timeline, budget and scope of work.

g. The Committee will individually review and rank each proposal based on the criteria outlined in the RFP document.

h. After the opening of the proposals, one or more Bidder may be asked to provide additional information, to meet with the Committee to discuss their proposal, or to address such other issues as deemed in the best interests of the Town.

i. The Committee will meet to discuss Bidder's experience, credentials and qualifications, including its personnel.

j. The Committee may short-list Bidders for interview in order to clarify qualifications and verify its evaluation.

k. No additional services or significant changes to the proposals during the interview will be entertained.

l. The Town reserves the right to amend or terminate this RFP, accept or reject any and all bids, in whole or in part, to waive any informalities, deficiencies, omissions, excess verbiage, or technical defects in any proposal, to give preference to local businesses (except where prohibited by applicable law or funding conditions), and to award a contract to the Bidder that it determines is in its best interest.

m. The Town reserves the right to negotiate fees with the selected Bidder.

21. **TAX EXEMPTION**. The Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes per Federal Tax Exempt #06-6002038 and Conn. Gen. Stat. Chapter 219, § 12-412(1), as may be hereafter amended. No exemption certificates are required, and none will be issued.

22. **REQUIRED BID LANGUAGE FOR STATE-FUNDED PROJECTS.** If the State-Funded / CHRO / Spending Allocation Goals Rider is checked "Applicable" on the RFP cover page or otherwise attached to this RFP, then the Bidder and any resulting Contract shall be subject to the State-Funded Project Rider / CHRO / Spending Allocation Goals Notice, which is incorporated herein by reference. If such Rider is not checked "Applicable" and is not attached, then this section shall not independently impose state-funded project, CHRO Spending Allocation Goal, CTDOT, LOTCIP, STEAP, DECD, or other funding-agency requirements, except to the extent otherwise required by applicable law. Forms can be found at: https://portal.ct.gov/chro/contractcompliance/contractcompliance/contract-compliance- forms and-reports

23. **AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYER.** The Town is an affirmative action/equal opportunity employer and encourages the participation of legitimate minority business enterprises as bidders, Bidders, subcontractors and suppliers of materials for this project.

END OF STANDARD INSTRUCTIONS TO BIDDERS

REQUIRED GENERAL CONTRACT TERMS

The following provisions are mandatory terms which shall be incorporated into the Town's contract with the successful Bidder. The contract for this Project will be the Town's standard professional services agreement, into which these terms shall be incorporated to the extent applicable to professional engineering services.

1. **LIABILITY OF BIDDER; DEFENSE, HOLD HARMLESS AND INDEMNIFICATION.** The Bidder shall safely guard the Town's property from injury or loss in connection with its performance of the work set forth in the RFP and this contract. The Bidder shall take all responsibility for the work and take precautions for preventing injuries to persons and property in or about the work. The Bidder shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued in their official, fiduciary, or individual capacities (collectively, the "Town Indemnified Parties"), from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including attorney's fees and costs, arising out of or relating, directly or indirectly, to the Bidder's acts or omissions relative to the performance of the work, the RFP and the Contract. The Bidder's obligations under this section shall not be limited in any way by any limitation on the amount or type of the Bidder's insurance.

   In any and all claims against the Town Indemnified Parties made or brought by any employee or agent of the Bidder, or anyone directly or indirectly employed or contracted with by the Bidder, or anyone for whose acts or omissions the Bidder is or may be liable, the Bidder's obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by the Bidder under workers' compensation acts, disability benefit acts, or other employee benefits acts.

   The Bidder shall pay any and all attorney's fees and costs incurred by the Town Indemnified Parties in enforcing any of the Bidder's obligations under this section. The Bidder's obligations under this section shall survive the termination or expiration of the Contract.

   As a municipal agency of the State of Connecticut, the Town shall NOT defend, indemnify, or hold harmless the Bidder.

2. **NO ASSIGNMENT/SUBCONTRACTING**. No rights under the RFP, award or any contract may be assigned or transferred without the consent of the Town. The Bidder may only propose to enter into a subcontract agreement for any work described in the contract with a subcontractor disclosed to and not rejected by the Town in accordance with the RFP, including Standard Instructions §18, and in compliance with all applicable CHRO, Good Faith Efforts Plan, Spending Allocation Goal, nondiscrimination, affirmative action, and funding-agency requirements, if applicable. The Bidder shall provide the Town with written notice of its intention to enter a contract with listed subcontractor whereupon the Town shall have seven (7) business days from receipt of said notice to object. Upon notice of objection, the Bidder shall not use that subcontractor for any portion of the work described in the Contract. All subcontractors shall be subject to the same terms and conditions as the Bidder and notwithstanding any permitted subcontracting the Bidder shall remain fully and solely liable and responsible to the Town for performance of the work described in the Contract and for the acts and omissions of its subcontractors and of persons employed, whether directly or indirectly, by its subcontractor(s). The Bidder shall promptly pay each of its subcontractors within thirty (30) days of receipt of payment from the Town or within such shorter period as may be required by applicable law, CHRO requirements (currently fifteen (15) days of the due date for

covered state-funded projects), or applicable funding-agency requirements, unless there is a bona fide dispute.

3. **W-9 FORM**. The Bidder shall provide the Town with a completed W-9 form contemporaneous with Contract execution.

4. **PAYMENT.** Except as otherwise set forth in the contract, the Town shall endeavor to make payment within thirty days (30) after the last to occur of: delivery of the item; acceptance of the work; or receipt of a properly completed invoice/pay requisition.

5. **STANDARD OF CARE; CORRECTION OF SERVICES.** The Bidder shall perform the services with the professional skill and care ordinarily provided by engineers practicing in the State of Connecticut under similar circumstances, in accordance with the contract, the RFP and applicable law, and shall assign only competent personnel licensed or certified as the services require. The Bidder shall, at its own expense and promptly upon notice from the Town, correct any services or deliverables that do not conform to this standard.

6. **NONDISCRIMINATION/AFFIRMATIVE ACTION**. The Bidder agrees and warrants that, in the performance of the Contract, the Bidder shall 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, gender identity or expression, status as a veteran, status as a victim of domestic violence, intellectual disability, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by the Bidder that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State of Connecticut.

   The Bidder 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 race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, status as a veteran, status as a victim of domestic violence, intellectual disability, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by the Bidder that such disability prevents performance of the work involved.

   The Bidder agrees, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by CHRO.

   The Bidder agrees to provide each labor union or representative of workers with which the Bidder has a collective bargaining agreement or other contract or understanding, and each vendor with which the Bidder has a contract or understanding, such notice as may be provided by CHRO advising such labor union, workers' representative, or vendor of the Bidder's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment.

   The Bidder agrees to comply with Conn. Gen. Stat. §§ 4a-60, 4a-60a, 4a-60g, 46a-56, 46a-68e, 46a-68f, and 46a-86, and with each regulation, relevant order, policy, directive, or notice issued by CHRO pursuant thereto, to the extent applicable, in each case as such statutes may be amended or renumbered (including by Public Act 25-168). The Bidder further agrees to comply with the current standard nondiscrimination contract language published by CHRO, which is incorporated herein by reference and shall control in the event of any conflict with this section.

   The Bidder agrees to provide CHRO with such information as CHRO may request and to permit

access to pertinent books, records, and accounts concerning the employment practices and procedures of the Bidder as relate to Conn. Gen. Stat. §§ 4a-60 and 46a-56.

If the Contract is a public works contract subject to Connecticut contract compliance requirements, the Bidder agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project and shall develop and maintain documentation of such good faith efforts in the manner prescribed by CHRO. The foregoing good faith efforts obligation applies to every Bidder regardless of the Bidder's own SBE, MBE, WBE, or DisBE certification status, including certified contractors that self-perform all or any portion of the work. Good faith efforts documentation shall conform to CHRO's published Good Faith Efforts guidance, including records of solicitations and bid results sufficient to demonstrate follow-up.

The Bidder shall include the applicable provisions of this section in every subcontract or purchase order entered into to fulfill any obligation under the Contract, unless exempted by CHRO regulation, order, or written determination.

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

Bidder's Initials: _____

7. **COMPLIANCE WITH IMMIGRATION LAWS/AUTHORIZATION TO WORK.** The Bidder confirms that it has complied with the obligations under the Immigration Reform and Control Act (IRCA) and that the employees, independent contractors, and other personnel it provides under this Contract are authorized for employment in the United States. The Bidder further confirms that it has properly completed I-9s for all employees assigned to the Town's place of business. The Bidder agrees to hold harmless and indemnify the Town in the event that any of the employees, independent contractors, and other personnel provided by the Bidder are found to be unauthorized to work under the law or in the event that there is a determination that the obligations set forth under IRCA, including, but not limited to, the failure to correctly prepare and maintain I-9s, have not been complied with by the Bidder. The Bidder agrees to indemnify, defend and hold the Town harmless against any claims brought against the Bidder or the Town as a result of these obligations, including but not limited to, settlement fees, judgments and attorneys' fees and costs. The Bidder's obligations under this section shall survive the termination or expiration of the Contract.

8. **CESSATION OF BUSINESS/BANKRUPTCY/RECEIVERSHIP.** If the Bidder ceases to exist or operate, dissolves as a business entity, files a petition or proceeding under any bankruptcy or insolvency laws or has such a petition or proceeding filed against it, the Town may terminate the contract effective immediately whereupon the Town, may, in its sole discretion as it deems appropriate and without prior notice to the Bidder, make arrangements with another person or business entity to complete the performance of the contract without waiver and with full reservation of the Town's rights to enforce all of its rights at law, in equity and or under the contract.

9. **INDEPENDENT CONTRACTOR STATUS/NON-EMPLOYMENT RELATIONSHIP.** The Town and the Bidder are independent parties. Nothing contained in the contract shall create, or be construed or

deemed as creating, the relationships of principal and agent, partnership, joint venture, employer and employee, and/or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of the contract. The Bidder understands and agrees that it is not entitled to employee benefits, including but not limited to workers' compensation and employment insurance coverage, and disability. The Bidder shall be solely responsible for any applicable taxes attributable to the contract or its performance of the work thereunder.

10. **COMPLIANCE WITH LAWS; PERMITS.** All applicable federal, state, and local laws, rules and regulations, codes and orders of governmental bodies having jurisdiction over the locality of the project shall apply to the contract, are deemed to be included herein, and shall be strictly complied with by the Bidder. The Bidder shall indemnify and hold the Town harmless from and against all damages that may be assessed against the Town on account of the Bidder's noncompliance including but not limited to, settlement fees, judgments and attorneys' fees and costs.

11. **RIGHT OF TOWN TO TERMINATE CONTRACT.** Should the Town, at any time, be of the opinion that: (i) the Bidder has or is willfully violating any of the conditions of this contract; (ii) is not performing the contract in good faith; (iii) the work is unnecessarily delayed and may not be finished within the prescribed contract time; or (iv) the work to be done under this contract has been abandoned, then the Town may provide written notice to the Bidder demanding the Bidder correct the unsatisfactory conditions within five (5) business days. Should the Bidder fail to correct, or take such measures as will, in the sole judgment of the Town, correct the unsatisfactory conditions and ensure the timely completion of the work, the Town may order the discontinuance of all or any portion or the work whereupon the Bidder shall cease to continue said work. The Town may, in its discretion, thereafter, make arrangements with another person or business entity to complete the performance of the contract without waiver and with full reservation of the Town's rights to enforce all of its rights at law, in equity and or under the contract. The reasonable cost to the Town of completing the services shall be charged to the Bidder and may be deducted from any money then or thereafter due to the Bidder under the contract.

12. **APPLICABLE LAW AND FORUM**. Except as provided herein, this contract shall be governed and construed in accordance with the laws of the State of Connecticut without regard to conflicts of law principles. The Parties submit to personal jurisdiction in and for the Connecticut Superior Court for the Judicial District of Fairfield at Bridgeport and hereby waive all objections to same as the place of venue.

13. **HEADINGS AND CAPTIONS.** The headings and captions inserted into this contract are for convenience only and in no way define, limit or otherwise describe the scope or intent of this contract, or any provision hereof, or in any way affect the interpretation of this contract.

14. **MISC. REPRESENTATIONS.** The Bidder represents:

    a. that it, nor any of its officers, directors, members, partners or other person or business who has administrative or managerial control of the Bidder:

        i. is currently in arrears or in default to the Town with regard to any tax, debt, contract, security

or any other obligation or has been so within the prior five (5) years;

ii. has secured the contract without collusion or fraud;

iii. are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from proposing or performing work in any jurisdiction.

b. that no officer or employee of the Town, nor any member of the immediate family of any such person, has or shall have a financial interest in the performance of the work or business to which it relates, or in any portion of the profits thereof, except as permitted by the Town Code of Ethics, which may be found at https://ecode360.com/12124160.

c. that it shall not name the Town in its advertising, news releases, or promotional efforts without the Town's prior written approval; and,

d. that it shall maintain all records related to the work described in the RFP for a period of five (5) years after final payment under the contract or until all pending Town, state and federal audits are completed, whichever shall last occur. For state-funded projects subject to Connecticut contract compliance requirements, CHRO solicitation and compliance records shall additionally be retained as required by CHRO (currently, at least two (2) years after CHRO issues a Notice of File Closure letter). Such records shall be available for examination and audit by Town, state and federal representatives upon request during that time.

15. **RIDERS.** No rider is attached to or forms part of this RFP. If the Town pursues and qualifies for Drinking Water State Revolving Fund financing, the provisions described in Section 8 of the Scope of Work, together with any contract compliance provisions required by the funding agency or applicable law, will be incorporated into the agreement.

END OF REQUIRED GENERAL CONTRACT TERMS

MANDATORY INSURANCE REQUIREMENTS

1. Without limiting its liability, the Bidder shall provide and maintain in full force and effect at all times until all work required by the contract has been fully completed, except that Products/Completed Operations coverage shall be maintained for five (5) years, insurance coverage related to its services in connection with the work in compliance with the following requirements.

2. The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state, and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the Town from requiring additional limits and coverage to be provided under the Bidder's policies.

3. Minimum Scope and Limits of Insurance:

    a. **Worker's Compensation and Employers Liability Insurance**.
        i. In accordance with the requirements of the laws of the State of Connecticut.
        ii. $500,000 Employer Liability each accident/each employee by disease.
    b. **Commercial General Liability Insurance.**
        i. Bodily Injury, Personal Injury and Property Damage- $1,000,000 each occurrence/ $2,000,000 aggregate.
        ii. Products/Completed Operations- $1,000,000 each occurrence/$2,000,000 aggregate.
    c. **Automobile Liability Insurance**- A combined single limit of 1,000,000. This policy shall include all liability of the Bidder arising from the operation of all self-owned motor vehicles used in the performance of the contract; and shall also include a "non-ownership" provision covering the operation of motor vehicles not owned by the Bidder, but used in the performance of the work, and rider CA9948 or equivalent.
    d. **Cyber Liability Insurance-** $1,000,000 each occurrence/$1,000,000 aggregate. **[Only applicable if Bidder will access, store, process, host, transmit, or maintain Town data, networks, software, systems, personally identifiable information, confidential information, payment information, or other electronic records.]**
    e. Professional/Errors and Omissions Insurance- $2,000,000 each claim/ $2,000,000 aggregate.
    f. **Umbrella/Excess Liability Insurance-** $3,000,000 each occurrence/$3,000,000 aggregate. Such coverage must follow form over Worker's Compensation, Commercial General Liability, Pollution Liability and Automobile Liability.

4. **Indemnification**: The Bidder shall defend, indemnify and save harmless the Town and its officers, agents, servants, officials, employees, volunteers, boards and commissions from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses of any nature, including but not limited to attorneys' fees, on account of bodily injury, sickness, disease, death or any other damages or loss sustained by any person or persons or injury or damage to or destruction of any property, directly or indirectly arising out of, relating to, or in connection with the work called for in the contract, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence, fault or contractual default of the Bidder, its officers, agents, servants or employees, any of its sub-contractors, the Town, any of its respective officers, agents, servants, officials, employees, volunteers, boards and commissions and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false, or fraudulent, and the Bidder shall and does hereby assume and agrees to pay for the defense of all such

claims, demands, suits and proceedings, provided, however, that the Bidder shall not be required to indemnify the Town, its officers, agents, servants, officials, employees, volunteers, boards and commissions, against any such damages occasioned solely by acts or omissions of the Town, its officers, agents, servants, officials, employees, volunteers, boards and commissions, in connection with the work called for in the contract.

5. **“Tail" Coverage:** If any of the required liability insurance is on a claims-made basis, "tail" coverage will be required at the completion of this contract for a duration of 36 months, or the maximum time period reasonably available in the marketplace. The Bidder shall furnish certification of "tail" coverages described or continuous "claims made" liability coverage for 36 months following contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this contract. If continuous "claims made" coverage is used, the Bidder shall be required to keep the coverage in effect for duration of not less than 36 months from the end of the contract.
6. **Acceptability of Insurers:** The Bidder's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an A.M. Best rating of A- XV or otherwise acceptable by the Town.
7. **Subcontractors**: The Bidder shall require subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance/Fiduciary Liability, unless Errors and Omissions/Professional Liability/Fiduciary Liability insurance is applicable to the work performed by the subcontractor. All Certificates of Insurance shall be provided to and approved by the Town prior to the commencement of work, as required herein.
8. **Aggregate Limits:** The Bidder shall notify the Town when fifty percent (50%) of the aggregate limits are eroded during the contract term. If the aggregate limit is eroded for the full limit, the Bidder shall reinstate or purchase additional limits to meet the minimum limit requirements stated herein. The premium shall be paid by the Bidder.
9. **Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to, and approved by, the Town. All deductibles or self-insured retentions are the sole responsibility of the Bidder to pay and/or to indemnify. Under no circumstances will the Town be responsible for paying any deductible or self-insured retentions related to this contract.
10. **Notice of Cancellation or Non-renewal**: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to the Town, (provided ten (10) days’ prior written notice shall be sufficient in the case of termination for nonpayment).
11. **Waiver of Governmental Immunity:** Unless requested otherwise by the Town, the Bidder and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the Town.
12. **Additional Insured:** The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers Compensation, if included, required for the performance of the contract shall include the Town as Additional Insured. Coverage shall be primary and non-contributory with any other insurance and self-insurance and contain no special limitations on the scope of protection afforded to the Town. The Town and/or its representative retain the right to make inquiries to the Bidder, its agents or broker and insurer directly.
13. **Waiver of Subrogation:** A waiver of subrogation in favor of the Town.
14. **Waiver/Estoppel:** Neither approval by the Town nor failure to disapprove the insurance furnished by the Bidder shall relieve the Bidder of its full responsibility to provide insurance as required under this contract.

15. **Bidder's Insurance Additional Remedy**: Compliance with the insurance requirements of this contract shall not limit the liability of the Bidder or its sub-contractors/firms, employees or agents to the Town or others. Any remedy provided to the Town shall be in addition to, and not in lieu of, any other remedy available under this contract or otherwise.
16. **Certificate of Insurance:** As evidence of the insurance coverage required by this contract, the Bidder shall furnish Certificate(s) of Insurance to the Town prior to the award of the contract if required by the RFP, but in all events prior to Bidder's commencement of work under this contract. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insured (or Loss Payees). The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring certificates shall be filed thirty (30) days prior to expiration. The Town reserves the right to require complete, certified copies of all required policies at any time. All insurance documents required should be mailed to:

    Office of the First Selectman
    Town of Monroe
    7 Fan Hill Road,
    Monroe, CT 06468

17. The term "Bidder" shall include their respective agents, representatives, employees, and subcontractors, and their respective agents, representatives, and employees; and the term " Town shall include their respective officers, agents, servants, officials, employees, volunteers, boards, commissions, authorities, and committees.

END OF MANDATORY INSURANCE REQUIREMENTS

BIDDER'S FEE PROPOSAL FORM

1. I, _____, the duly authorized _____ of
(Print Name of Individual) **(Print Title)**

_____
("Bidder"),
(Print Name of Bidder)

having: (a) received and reviewed all the RFP documents as set forth on the checklist; and (b) physically examined and familiarized myself with the project site, conditions and specifications, hereby proposes the following fees for the services described in Section 2 of the Scope of Work, subject to Section 5 (Fee Proposal Instructions) of the Scope of Work:

Type of Service	***Bid Amount***
Phase 1 – Preliminary Engineering (fixed lump sum)	$
Phase 2 – Final Design, Permitting and Bid Documents (fixed lump sum)	$
Phase 3 – Bidding and Award Support (fixed lump sum)	$
Phase 4 – Construction-Phase Services (not-to-exceed; based on _____ inspection days at $_____ per day, plus office engineering and closeout of $_____)	$
Subtotal – Basic Services (Phases 1–4)	$
Allowance – Test pits and subsurface utility designation (not-to-exceed; at cost, no markup)	$
Allowance – Permit and application fees paid on the Town's behalf (not-to-exceed; at cost, no markup)	$
Reimbursable expenses (not-to-exceed; at cost, no markup)	$
TOTAL PROPOSAL:	***$***

TOTAL PROPOSAL *(written out in words)*

HOURLY RATE SCHEDULE
(for additional services authorized in writing only; rates firm through December 31, 2028):

Principal-in-Charge: $_____ per hour
Project Manager: $_____ per hour
Senior Project Engineer (P.E.): $_____ per hour
Project Engineer: $_____ per hour
Designer / CAD Technician: $_____ per hour
Resident Project Representative / Construction Inspector: $_____ per hour
Licensed Land Surveyor / Two-Person Survey Crew: $_____ per hour
Administrative: $_____ per hour

2. **ACKNOWLEDGEMENT.** In submitting this Fee Proposal Form, the undersigned Bidder acknowledges that the fees set forth above are all-inclusive for the services described in the Scope of Work, including without limitation all labor, sub-consultants, transportation, insurance, overhead, profit and any and all other costs required to perform those services; that the Phase 4 not-to-exceed amount is based on the number of inspection days stated above and will be adjusted only as provided in Section 5 of the Scope of Work; and that the Town is under no obligation to authorize any phase. Except as otherwise expressly stated in the RFP, no additional payment of any kind will be made for the products and/or services called for in the RFP.

3. **REQUIRED DISCLOSURES.**

   a. **Exceptions to/Clarifications of/Modifications of the RFP**

   ☐ This proposal **does not** take exception to or seek to clarify or modify any requirement of the RFP, including without limitation, the Plans, Specifications, or Required Contract Terms as set forth in this RFP. **The Bidder agrees to each requirement, term, provision and condition of this RFP.**

   OR

   ☐ This proposal **does** take exception to or seeks to clarify or modify certain of the RFP requirements, including the Required Contract Terms.

   Attached is a sheet fully describing each such exception.

   b. **State Debarment List**

   Is the Bidder on the State of Connecticut's Debarment List, the Connecticut Department of Labor's prevailing wage debarment list, or the federal SAM.gov exclusions list?

   ☐ Yes ☐ No

   c. **Occupational Safety and Health Law Violations**

   Has the Bidder, including any person or business in which it has an interest or in which it has any common control: (i) been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three (3) year period preceding the proposal (provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction); or (ii) received one or more criminal convictions related to the injury or death of any employee in the three (3) year period preceding the proposal?

   ☐ Yes ☐ No

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

d. Arbitration/Litigation

Has either the Bidder, including any person or business in which it has an interest or in which it has any common control, or any of its principals (regardless of place of employment), been involved for the most recent ten (10) years in any pending or resolved arbitration, litigation or disciplinary action whether pending or resolved?

☐ Yes ☐ No

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

e. Criminal Proceedings

Has either the Bidder, including any person or business in which it has an interest or in which it has any common control, or any of its principals (regardless of place of employment), ever been the subject of any criminal proceedings?

☐ Yes ☐ No

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

f. Ethics and Offenses in Public Projects or Contracts

Has either the Bidder, including any person or business in which it has an interest or in which it has any common control, or any of its principals (regardless of place of employment), ever been found to have violated any federal, state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of proposals or bids or the performance of work on public works projects or contracts with any governmental body?

☐ Yes ☐ No

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

g. No Conflict of Interest

Is the Bidder aware of any personal or business relationship between a Town officer, employee or volunteer and an officer, director, member, manager or partner of the Bidder that could be regarded as creating a conflict of interest?

☐ Yes ☐ No

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

h. **Binding Effect.**

The undersigned is an authorized representative of the Bidder and hereby acknowledges that the proposal and accompanying documents shall be valid and binding upon the Bidder for a period of not less than ninety (90) days from the Response Deadline.

☐ Yes ☐ No

NOTE: THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID PROPOSAL, MUST BE SIGNED BY A DULY AUTHORIZED PRINCIPAL, OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE PROPOSAL ("BIDDER"). SIGNATURE BELOW CONSTITUTES THE BIDDER'S REPRESENTATION THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT COMPRISING THE RFP, UNLESS AN EXCEPTION IS DESCRIBED ABOVE.

_____

(Print Bidder's Full Legal Name)

By:_____

(Signature) (Date)

_____

(Print Name and Title)

END OF BIDDER'S FEE PROPOSAL FORM

BIDDER'S NON-COLLUSION AFFIDAVIT

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

1. the proposal is genuine, not collusive nor a sham proposal;
2. the Bidder developed the proposal independently and submitted it without collusion and without any agreement, understanding, communication or planned common course of action with any other person or entity designed to limit independent competition;
3. the Bidder has not communicated the contents of its proposal to any person not an employee or agent of the Bidder and will not communicate its proposal to any such person prior to the official opening of the proposal; and,
4. no elected or appointed official or other officer or employee of the Town of Monroe is directly or indirectly interested in the Bidder's proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

The undersigned Bidder further certifies that this affidavit is executed for the purpose of inducing the Town of Monroe to consider its proposal and make an award in accordance therewith.

_____
(Print Bidder's Full Legal Name)

By:_____
(Signature) (Date)

_____
(Print Name and Title)

Subscribed and sworn to before me, the undersigned Notary Public, this _____day of _____, 2026.

_____
Notary Public
My Commission Expires:

END OF NON-COLLUSION AFFIDAVIT

BIDDER'S LEGAL STATUS DISCLOSURE

Each Bidder must complete the applicable section below, attaching a separate sheet if additional space is required.

For purposes of this disclosure, "permanent place of business" means an office continuously maintained, occupied and used by the Bidder's employees to carry on the Bidder's business in the Bidder's own name. An office maintained, occupied and used by a Bidder only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied and used by a person affiliated with a Bidder will not be considered a permanent place of business of the Bidder.

Business Structure: ☐**Sole Proprietorship** ☐**Partnership**

☐**Limited Liability Company** ☐**Corporation**

Bidder's Full Legal Name: _____

Trade Name(s) (DBA): _____

Business Address: _____

Mailing Address: _____

Number of years engaged in business under business name or trade name: _____

The Bidder scope of business is primarily (check one): ☐local ☐regional ☐national ☐ international

Does the Bidder have a "permanent place of business" in Connecticut, as defined above?

☐ Yes ☐ No

If yes, please state the address: _____

If a Sole Proprietorship:

Owner's Name: _____

Owner's Home Address: _____

If a Partnership:

List the Name, Title, Ownership Interest and Address of each Partner

Name/Title/Interest: _____

Home Address: _____

Name/Title/Interest: _____

Home Address: _____

If a LLC:

List the Name, Title, Ownership Interest and Address of each Member:

Name/Title/Interest: _____

Home Address: _____

Name/Title/Interest: _____

Home Address: _____

Name/Title/Interest: _____

Home Address: _____

Name/Title/Interest: _____

Home Address: _____

If a Corporation:

List the Name, Title, Ownership Interest (if any) and Address of each Director and Officer:

Name/Title/Interest: _____

Home Address: _____

Name/Title/Interest: _____

Home Address: _____

Name/Title/Interest: _____

Home Address: _____

Name/Title/Interest: _____

Home Address: _____

Name/Title/Interest: _____

Home Address: _____

Name/Title/Interest: _____

Home Address: _____

END OF STATEMENT OF BIDDER'S STATUS LEGAL DISCLOSURE

BIDDER'S STATEMENT OF REFERENCES

Provide at least three (3) references and samples of the work performed:

1. BUSINESS NAME: _____
   ADDRESS: _____
   CITY, STATE, ZIP: _____
   EMAIL: _____ PHONE: _____
   CONTACT NAME: _____ TITLE: _____

2. BUSINESS NAME: _____
   ADDRESS: _____
   CITY, STATE, ZIP: _____
   EMAIL: _____ PHONE: _____
   CONTACT NAME: _____ TITLE: _____

3. BUSINESS NAME: _____
   ADDRESS: _____
   CITY, STATE, ZIP: _____
   EMAIL: _____ PHONE: _____
   CONTACT NAME: _____ TITLE: _____

4. BUSINESS NAME: _____
   ADDRESS: _____
   CITY, STATE, ZIP: _____
   EMAIL: _____ PHONE: _____
   CONTACT NAME: _____ TITLE: _____

5. BUSINESS NAME: _____
   ADDRESS: _____
   CITY, STATE, ZIP: _____
   EMAIL: _____ PHONE: _____
   CONTACT NAME: _____ TITLE: _____

END OF STATEMENT OF REFERENCES

BIDDER'S LIST OF SUBCONTRACTORS

List all subcontractors which you intend to work on the project (add additional pages if required):

1. BUSINESS NAME: _____
   ADDRESS: _____
   CITY, STATE, ZIP: _____
   EMAIL: _____ PHONE: _____
   CONTACT NAME: _____ TITLE: _____
   PROPOSED WORK: _____

2. BUSINESS NAME: _____
   ADDRESS: _____
   CITY, STATE, ZIP: _____
   EMAIL: _____ PHONE: _____
   CONTACT NAME: _____ TITLE: _____
   PROPOSED WORK: _____

3. BUSINESS NAME: _____
   ADDRESS: _____
   CITY, STATE, ZIP: _____
   EMAIL: _____ PHONE: _____
   CONTACT NAME: _____ TITLE: _____
   PROPOSED WORK: _____

4. BUSINESS NAME: _____
   ADDRESS: _____
   CITY, STATE, ZIP: _____
   EMAIL: _____ PHONE: _____
   CONTACT NAME: _____ TITLE: _____
   PROPOSED WORK: _____

5. BUSINESS NAME: _____
   ADDRESS: _____
   CITY, STATE, ZIP: _____
   EMAIL: _____ PHONE: _____
   CONTACT NAME: _____ TITLE: _____
   PROPOSED WORK: _____

END OF LIST OF SUBCONTRACTORS

RFP CHECKLIST
PROPOSAL FORMAT & SUBMISSION

The Bidder shall provide and submit in the sequence set forth below, the following documents, fully completed and executed where required:

BIDDER MUST CHECK OFF EACH BOX ACKNOWLEDGING SUBMISSION			# of Pages
☐	1.	Cover Letter (optional)	
☐	2.	RFP Checklist/Proposal Format & Submission	
☐	3.	Fee Proposal Form (in a separate sealed envelope marked "FEE PROPOSAL – DO NOT OPEN")	
☐	4.	RFP Invitation to Bid	
☐		a. Standard Instructions to Bidders	
☐		b. Required General Contract Terms	
☐		c. Mandatory Insurance Requirements	
☐		d. Fee Proposal Form	
☐		e. Bidder's Non-Collusion Affidavit Form	
☐		f. Bidder's Legal Status Disclosure	
☐		g. Bidder's Statement of References	
☐		h. Bidder's List of Subcontractors	
☐		i. Addenda/Riders Nos. (including any project-specific addendum issued by the Town)	
☐	5.	Scope of Work	
☐		a. Attachment 1 – Preliminary Drainage and Utility Plan, Richmond Drive (DiMeo Engineering, November 2, 2026, two sheets)	
☐		b. Attachment 2 – DWSRF MBE/WBE documents (Clean Water Fund Memorandum 2019-002 and DBE Subcontractor Verification Form)	
☐		c. Attachment 3 – EPA Form 5700-41, Cost or Price Summary	
☐		d. Other: Statement of Qualifications and Project Approach, as required by Section 6 of the Scope of Work	
☐	6.	Size, history and organizational structure of business, including project specific key personnel ("proposed project team"), including their relative education, experience and qualifications.	
☐	7.	A narrative, not to exceed eight (8) pages, describing your approach to the project, as required by Section 6 of the Scope of Work.	
☐	8.	A detailed project schedule and timeline.	
☐	9.	Hourly Rate Schedule (part of the Fee Proposal Form)	
☐	10.	Exceptions, if any, to the Town's standard professional services agreement (see Required Disclosures)	
☐	11.	DWSRF MBE/WBE documents: Clean Water Fund Memorandum 2019-002 signed by the Bidder's authorized officer, completed DBE Subcontractor Verification Form and MBE/WBE certificates (Attachment 2; see Section 8 of the Scope of Work)	
☐	12.	EPA Form 5700-41 Cost or Price Summary (Attachment 3) – in the sealed fee envelope with the Fee Proposal Form	

END OF RFP CHECKLIST, PROPOSAL FORMAT AND SUBMISSION

SCOPE OF WORK

1. PROJECT OVERVIEW.

The Town of Monroe (the "Town"), acting through the Office of the First Selectman, requests proposals from Connecticut-licensed professional engineering firms to serve as the Town's engineer for the extension of public water service to Richmond Drive, Monroe, Connecticut (the "Project"). Richmond Drive is a Town road serving 14 residential lots now served by private wells. The Project consists of approximately 1,300 linear feet of new water main on Richmond Drive, connected to the existing Aquarion Water Authority main on Old Tannery Road by a crossing of Route 110 (a State highway), with valves, hydrants, air release valves, a service connection and meter pit for each of the 14 lots, restoration of the Town road and the State highway, and all appurtenances. Service lines from the meter pits to the houses are not part of the Project. The Town's engineer has prepared a preliminary drainage and utility plan for Richmond Drive (DiMeo Engineering, November 2, 2026), which is furnished for information only as Attachment 1.

The Aquarion Water Authority ("AWA") holds the exclusive service area. AWA has advised the Town that the Town must design and construct the extension to AWA's standards through the Town's own procurement and convey the completed main to AWA upon acceptance; that it requires public competitive bidding and prevailing wage rates on the construction contract and complete plans and specifications before bidding; and that it will review the design, approve the contractor and materials, inspect construction and accept the main. AWA's specifications, approved materials list and main extension requirements are not furnished with this RFP; Bidders are expected to be familiar with them and to obtain them directly from AWA. The Town intends to bid construction promptly and to construct the main during the 2027 construction season, and the selected Bidder must be prepared to begin work immediately upon execution of the agreement.

2. GENERAL SCOPE OF WORK AND CLARIFICATIONS.

The Bidder will serve as the Town's engineer for all phases of the Project. The services include design; verification of existing utility conditions and locations; construction and bid cost estimates; bid preparation; AWA and Connecticut Department of Transportation coordination; construction documents; roadway and utility restoration; construction administration, observation and testing; and project closeout. The services are organized in the four phases described below. The Bidder may propose adjustments to the phasing, but its proposal must address every phase. The following clarifications apply:

- **a.** Phase 1 – Preliminary Engineering. Kickoff with the Town and AWA and confirmation of AWA's design and acceptance requirements; survey of the Richmond Drive right-of-way and the connection route; verification of existing utilities, including the existing AWA main, the gas main and the storm drainage system, with such subsurface investigation as the Bidder recommends; identification of the connection point, the alignment and the permits required, including the Connecticut Department of Transportation encroachment permit for the Route 110 crossing; and a preliminary engineering report with a construction cost estimate sufficient to support the Town's appropriation and bond authorization and any Drinking Water State Revolving Fund application. Phase 1 includes one public information meeting for the Richmond Drive owners and one presentation to the Town Council.
- **b.** Phase 2 – Final Design, Permitting and Bid Documents. Final design to AWA's standards, with submission to AWA for review at the stages AWA requires and resolution of its comments; design of roadway and utility restoration to the Town's standards; design of the Route 110 crossing and the restoration of the State highway to the Connecticut Department of Transportation's requirements; preparation and filing of all permit applications required for construction, including the Connecticut Department of Transportation encroachment permit; complete bid documents on the Town's forms,

incorporating AWA's requirements, the prevailing wage and bonding provisions required by law or by AWA and, if the Town pursues and qualifies for Drinking Water State Revolving Fund financing, the provisions described in Section 8; and a final engineer's estimate and construction schedule.

c. Phase 3 – Bidding and Award Support. Preparation of the advertisement; attendance at the pre-bid meeting; responses to bidder questions and preparation of addenda for issuance through the Office of the First Selectman; bid evaluation, including confirmation of AWA's acceptance of the apparent low bidder; and a written recommendation of award.

d. Phase 4 – Construction-Phase Services. Construction administration, including review of submittals, requests for information, change orders and payment requisitions (and certified payrolls if prevailing wage applies); resident project representation during construction; coordination of AWA's inspection, testing and disinfection requirements, of the Connecticut Department of Transportation's requirements for work within the State highway right-of-way, and of materials testing; and project closeout, including final inspection, record drawings in the format AWA requires, the documents AWA requires to accept the main, and a final certified statement of Project cost in the form the Town requires to levy assessments under Chapter 494 of the Town Code.

e. Authorization. Services will be authorized phase by phase by written notice to proceed issued through the Office of the First Selectman. Phases 1 and 2 will be authorized upon execution of the agreement; Phases 3 and 4 only after the Town's construction appropriation and borrowing have been approved in accordance with the Monroe Town Charter. No services shall commence before execution of the agreement as approved by the Town Council and, if the Town pursues and qualifies for Drinking Water State Revolving Fund financing, the Department of Public Health's written Authorization to Award under Section 8. The Town may elect not to proceed with any phase or task, and no compensation will be owed for services the Town has not authorized in writing.

f. AWA coordination. All design and construction documents shall conform to AWA's standards and specifications for main extensions. The Bidder shall coordinate directly with AWA, track and resolve AWA's review comments, and advise the Town promptly of any AWA requirement that affects the Project scope, cost or schedule. AWA's review and inspection charges will be paid by the Town directly.

g. Connecticut Department of Transportation coordination. The connection to the existing main requires a crossing of, and work within, the Route 110 State highway right-of-way. The Bidder shall coordinate directly with the Connecticut Department of Transportation (District 3), obtain the encroachment permit and any other approval required for that work in the name of the Town or AWA as the Department requires, and incorporate the Department's permit conditions in the design and the bid documents.

h. Sub-consultants. The fees proposed shall include all sub-consultant disciplines required for the services, including surveying, geotechnical and utility investigation and environmental services. Each sub-consultant and its role shall be identified in the proposal and on the Bidder's List of Subcontractors.

i. Meetings. The fees shall include the meetings described above and such meetings with the Town Council, the Board of Finance, land use agencies and AWA as are reasonably required for each phase. The Bidder shall state the number of meetings assumed for each phase; additional meetings requested by the Town will be compensated at the hourly rates proposed.

j. Records. The Bidder shall maintain, and furnish to the Town on request, the records necessary to support the Town's bond authorization, the assessments under Chapter 494 of the Town Code, the conveyance of the main to AWA and any funding-agency review or audit.

k. Town-furnished information. Other than the preliminary plan in Attachment 1 (including its CAD base, if available), the Town will not furnish background information for the Project. The Bidder shall verify all information on which it relies, from whatever source, and is responsible for the

accuracy of its survey and design.

3. CONTRACT FORM.

The agreement will be the Town's standard professional services agreement, incorporating the Required General Contract Terms and the Mandatory Insurance Requirements of this RFP to the extent applicable to professional engineering services and, if the Town pursues and qualifies for Drinking Water State Revolving Fund financing, the provisions described in Section 8, including the contract clauses required by subparagraphs (A) through (L) of Section 22a-482-4(f)(3) of the Regulations of Connecticut State Agencies. Professional liability insurance of not less than $2,000,000 per claim is required as provided in the Mandatory Insurance Requirements. The Town's form of agreement will be furnished by addendum. Any exception the Bidder proposes to the Town's form of agreement shall be stated in the Required Disclosures section of the Fee Proposal Form; exceptions will be considered in the evaluation of proposals and are not accepted unless incorporated into the executed agreement.

4. PROJECT TIMELINE/SCHEDULE.

The following schedule is anticipated and is subject to change: proposals due at the Response Deadline stated on the RFP cover page; evaluation, interviews and ranking in December 2026; fee negotiation with the top-ranked Bidder and Town Council approval of the agreement in January 2027, followed, if the Town pursues and qualifies for Drinking Water State Revolving Fund financing, by the Department of Public Health's Authorization to Award; notice to proceed for Phases 1 and 2 upon execution; preliminary engineering report and cost estimate in the first quarter of 2027; Town appropriation and bond authorization in the spring of 2027; final design and bid documents complete in time for a late spring 2027 bid opening; construction during the 2027 construction season; and record drawings, the AWA acceptance documents and the final certified statement of Project cost by the end of 2027. The Bidder shall submit with its proposal a schedule for delivery of the bid documents consistent with this timeline and shall identify any risks to that schedule.

5. FEE PROPOSAL INSTRUCTIONS.

- **a.** Phases 1, 2 and 3 shall each be proposed as a fixed lump sum, inclusive of all services described in Section 2 for that phase.
- **b.** Phase 4 shall be proposed as a not-to-exceed amount composed of the number of resident project representative inspection days the Bidder assumes, at a stated daily rate, and a fixed amount for office engineering and closeout. Additional inspection days required for reasons not attributable to the Bidder will be compensated at the stated daily rate upon the Town's prior written authorization; if fewer days are required, the Town will pay only for the days furnished. For purposes of the Department of Public Health's requirements, Phase 4 is a cost-reimbursement item with an established cost ceiling, not a per diem agreement, and any multiplier used in building the daily rate shall conform to Section 22a-482-4(i)(1)(D) of the Regulations of Connecticut State Agencies.
- **c.** The Bidder shall propose not-to-exceed allowances for test pits and subsurface utility designation and for permit and application fees paid on the Town's behalf, each billed at cost without markup, with any unused balance retained by the Town.
- **d.** Reimbursable expenses. Ordinary office expenses, local travel and reproduction for the Bidder's own use are included in the fixed fees. Only reproduction of bidding and permit sets for the Town's use and other expenses approved in advance by the Town are reimbursable, at cost without markup, within the not-to-exceed amount proposed.
- **e.** The Bidder shall provide the hourly rate schedule on the Fee Proposal Form, firm through December 31, 2028, applicable only to additional services authorized in advance in writing by the Town. No additional services will be compensated absent such authorization.
- **f.** Payment will be made monthly, in accordance with the Required General Contract Terms, on the basis of the percentage of each authorized phase completed as certified by the Bidder and approved by the Town, except that the final ten percent (10%) of the Phase 2 fee shall be payable upon the

Town's receipt of complete bid documents approved by AWA, and the final ten percent (10%) of the Phase 4 fee shall be payable upon AWA's written acceptance of the main and the Town's receipt of the record drawings and the final certified statement of Project cost.

g. The Total Proposal stated on the Fee Proposal Form is the sum of the Phase 1 through Phase 4 amounts, the allowances and the reimbursable not-to-exceed amount, and is provided for negotiation and contracting purposes. It is not a guaranteed maximum price for the construction of the Project.

h. The Fee Proposal Form, together with the Bidder's proposed costs presented on EPA Form 5700-41 (Attachment 3), shall be submitted in a separate sealed envelope as directed on the RFP cover page. Fee envelopes will not be opened at the proposal opening and will not be considered in ranking the proposals. Only the fee envelope of the top-ranked Bidder will be opened, after ranking, as the starting point for negotiation under Section 7. The fee envelopes of the other Bidders will be returned unopened upon execution of the agreement, or opened only if negotiations proceed to that Bidder in the order of ranking.

6. PROPOSAL CONTENTS.

In addition to the forms listed on the RFP Checklist, each proposal shall include a Statement of Qualifications and Project Approach, not to exceed twenty (20) pages excluding resumes and forms, organized as follows:

a. Firm information: legal name, form of organization, the office that will perform the work, years in business, and each sub-consultant with its role.

b. Project team: the principal-in-charge, project manager, lead design engineer and resident project representative, with resumes and Connecticut licenses. The project manager named in the proposal may not be replaced without the Town's written consent.

c. Relevant experience: at least three (3) water main extension or replacement projects of comparable size completed by the proposed team within the last seven (7) years, stating for each the owner, the water utility whose standards governed, the construction cost and a client reference, and identifying any projects designed to Aquarion or South Central Connecticut Regional Water Authority standards or funded through the Drinking Water State Revolving Fund.

d. Approach: the Bidder's understanding of the Project and how it will perform Phases 1 through 4, including AWA coordination, utility investigation, permitting and construction inspection staffing, together with the schedule required by Section 4.

e. Capacity: the commitments of the proposed team through 2027 and the Bidder's ability to furnish resident project representation during construction.

f. Disclosures: in addition to the Required Disclosures on the Fee Proposal Form, a statement of any current or recent engagement by AWA or the South Central Connecticut Regional Water Authority, and of any relationship with an owner of property on Richmond Drive, that could be regarded as creating a conflict of interest, or a statement that there is none.

g. Drinking Water State Revolving Fund documents: a copy of Clean Water Fund Memorandum 2019-002 dated June 19, 2019 (which supersedes Memorandum 2016-002), with the verification on its last page signed by the Bidder's authorized officer, a completed DBE Subcontractor Verification Form (so stating if no DBE sub-consultant is proposed), and the current MBE/WBE certificate of each minority or women's business enterprise listed on it (Attachment 2). These are submitted with the proposal, not in the fee envelope, and are required of every Bidder whether or not the Town ultimately obtains that financing, so that the Town's eligibility is preserved.

7. PROJECT SPECIFIC PROPOSAL EVALUATION CRITERIA.

Selection under this RFP is qualifications-based. The Review Committee, appointed by the First Selectman and including at least one person with engineering or public works experience, will score each responsive proposal on the criteria stated in Section 20 of the Standard Instructions to Bidders, weighted as follows:

a. Experience and technical competence of the proposed team in the design and construction of water main extensions and replacements – 25 points.
b. Past record of performance on comparable projects, including references and the record of meeting schedules and construction cost estimates – 20 points.
c. Familiarity with this type of project, including design to Aquarion Water Company, Aquarion Water Authority or South Central Connecticut Regional Water Authority standards and experience in Fairfield County municipalities – 20 points.
d. Approach to and understanding of the Project, including AWA coordination, permitting, the Chapter 494 cost certification and the Town's schedule – 20 points.
e. Capacity to perform the work on the Town's schedule, including resident project representation staffing – 10 points.
f. Familiarity with the processing of Department of Public Health Drinking Water State Revolving Fund or Department of Energy and Environmental Protection Clean Water Fund projects – 5 points.
g. Avoidance of personal and organizational conflicts of interest, determined from the disclosures required by Section 6(y) and the Fee Proposal Form – pass or fail. A conflict that cannot be avoided or managed to the Town's satisfaction disqualifies the proposal.

Proposals will be evaluated uniformly, objectively and confidentially on the stated criteria, taking into account the method proposed for accomplishing the work. The Committee may interview the three (3) highest-scoring Bidders. The Committee will rank the Bidders, and the Town will then open the fee envelope of the top-ranked Bidder and negotiate a fee and final scope with that Bidder. If the Town and the top-ranked Bidder cannot agree upon a fee the Town determines to be fair and reasonable, the Town will terminate negotiations with that Bidder and negotiate with the next-ranked Bidder, and so on in order of ranking; the Town will not reopen negotiations with a Bidder after terminating them. The agreement is subject to approval and authorization of execution by the Town Council under Chapter II, § 4 of the Monroe Town Charter and, if the Town pursues and qualifies for Drinking Water State Revolving Fund financing, to the Department of Public Health's written Authorization to Award before execution. The Town will post on its website a description of the services, the names of the Bidders that responded and the ranking assigned to each.

8. <u>STATE FUNDING; DRINKING WATER STATE REVOLVING FUND.</u>

The Town intends to pursue financing of the Project through the State of Connecticut Drinking Water State Revolving Fund administered by the Department of Public Health (the "Department"), which has advised that the Town, as owner of a regulated public water system (PWS ID CT0859134), is an eligible applicant. If the Town pursues and qualifies for that financing, the following statement applies to this RFP and to any resulting agreement: Any contract awarded under this request for qualifications or professional proposals is expected to be funded by a loan from the State of Connecticut Drinking Water State Revolving Fund and will be subject to requirements of Subsections (h), (i) and (o) of Section 22a-482-4 of the RCSA. The State of Connecticut will not be a party to this request or any resulting contract.

If the Town pursues and qualifies for that financing: (1) the Town will submit this RFP, the proposals received, the Committee's evaluation and the proposed agreement to the Department and will not execute the agreement until the Department issues its written Authorization to Award; (2) the agreement will contain the clauses required by subparagraphs (A) through (L) of Section 22a-482-4(f)(3) of the Regulations of Connecticut State Agencies — supersession; privity; changes; termination; remedies; price reduction for defective cost or pricing data; audit and access to records; covenant against contingent fees; gratuities; responsibility of the engineer; payment; and copyrights and rights in data — which will be included in the form of agreement furnished by addendum and will supersede any conflicting provision; (3) the agreement will include the Disadvantaged Business Enterprise participation clause required by Clean Water Fund Memorandum 2019-002 (for an agreement over $100,000, a minimum of 8.0 percent of the total eligible contract amount, 3.0 percent Minority Business Enterprise and 5.0 percent Women's Business Enterprise), and the selected Bidder shall make the six good faith efforts the

memorandum describes, shall furnish executed copies of its DBE subcontracts and the DBE certifications for submission to the State, and shall complete the semi-annual MBE/WBE utilization reports the Department requires; (4) the bid documents for construction will include the federal provisions the Department requires, including Davis-Bacon prevailing wage and American Iron and Steel requirements; and (5) any State contract compliance provisions required by the funding agency or applicable law will be incorporated into the agreement. So that the Town's eligibility is preserved, every Bidder shall, whether or not the Town ultimately obtains that financing, present its proposed costs on EPA Form 5700-41, Cost or Price Summary Format for Subagreements under U.S. EPA Assistance (Attachment 3), submitted in the sealed fee envelope with the Fee Proposal Form, and shall submit with its proposal a copy of Clean Water Fund Memorandum 2019-002 dated June 19, 2019 signed by the Bidder's authorized officer, a completed DBE Subcontractor Verification Form and the MBE/WBE certificates of the firms listed (Attachment 2). If the Town does not pursue or does not obtain Drinking Water State Revolving Fund financing, the agreement will contain the Town's standard terms, and the foregoing will apply only to the extent otherwise required by law.

9. PLANS/SPECIFICATIONS/DOCUMENTS. The following applies to the documents and information for this RFP:

- **a.** Attachment 1: Preliminary Drainage and Utility Plan for Richmond Drive, prepared for the Town by DiMeo Engineering, dated November 2, 2026, two sheets, marked preliminary and not for construction and furnished for information only;
- **b.** Attachment 2: Drinking Water State Revolving Fund MBE/WBE documents furnished by the Department of Public Health — Clean Water Fund Memorandum 2019-002 dated June 19, 2019 (which supersedes Memorandum 2016-002), to be signed by the Bidder's authorized officer on its last page, and the DBE Subcontractor Verification Form (Rev. 9/30/2019), to be completed; both are reproduced in Attachment 2 and are submitted with the proposal;
- **c.** Attachment 3: EPA Form 5700-41, Cost or Price Summary Format for Subagreements under U.S. EPA Assistance, to be completed and submitted in the sealed fee envelope;
- **d.** Aquarion Water Authority water main specifications, approved materials list and main extension requirements are not furnished with this RFP. Bidders are expected to be familiar with them and to obtain them directly from AWA;
- **e.** The Town will not furnish geographic information system data, road or drainage records, assessor's records or other background information for Richmond Drive. Bidders may obtain such information as is publicly available, including through the Town's online GIS and assessor databases and the Town Clerk's land records, at their own expense. The Town makes no representation or warranty as to the accuracy or completeness of any publicly available information, and the Bidder is responsible for verifying it.

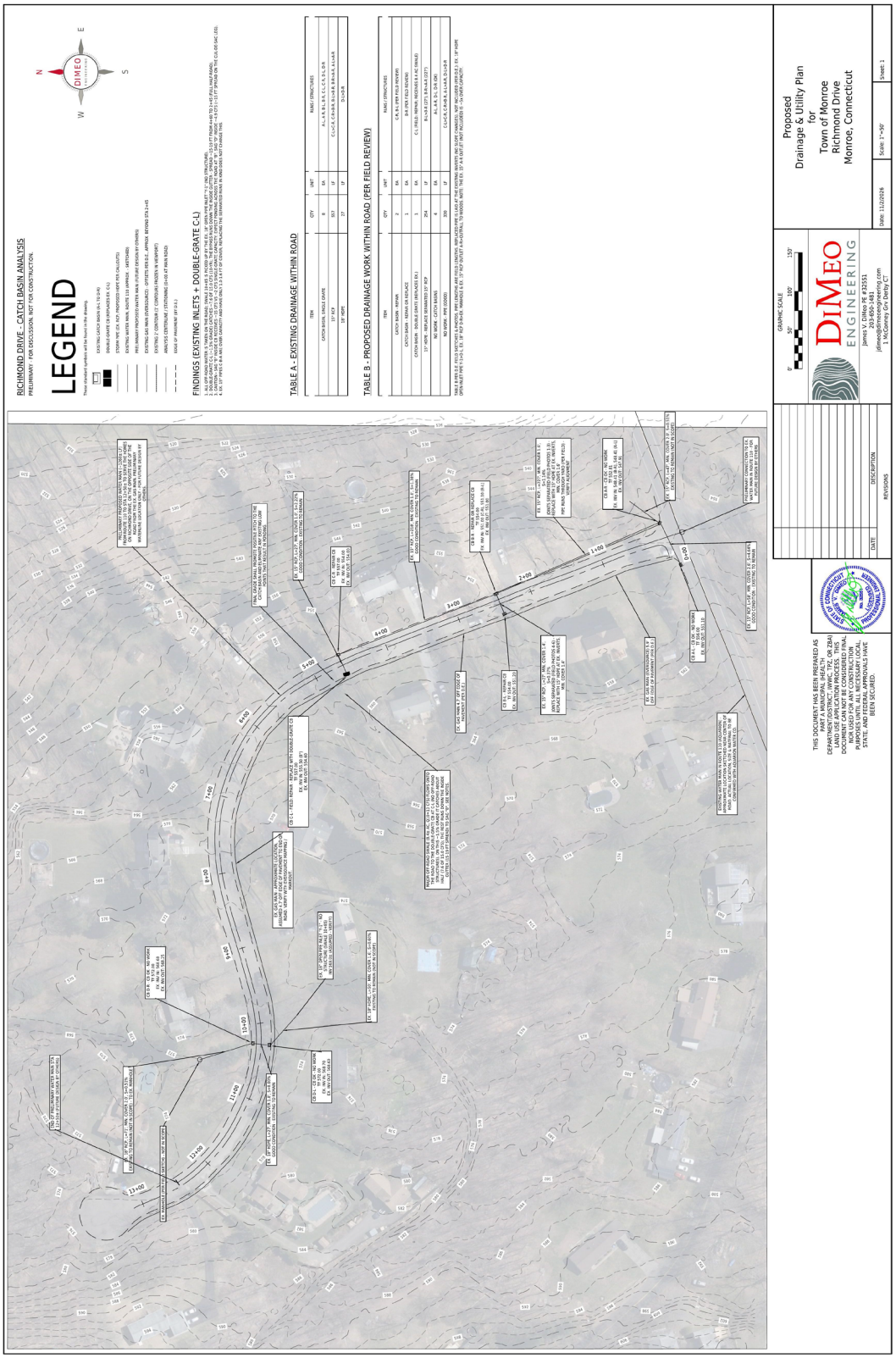
10. OTHER.

The Town reserves the right to reduce the scope of the services, to defer or separately authorize Phases 3 and 4, and to cancel this RFP at any stage, if the Town's appropriation, the Chapter 494 proceedings, AWA's requirements or the funding route so require. Where applicable law or the conditions of any State financing require qualifications-based selection, negotiation in order of ranking, or Department of Public Health approval, those requirements shall control over any inconsistent discretionary provision of this RFP, and no preference shall be given to local businesses.

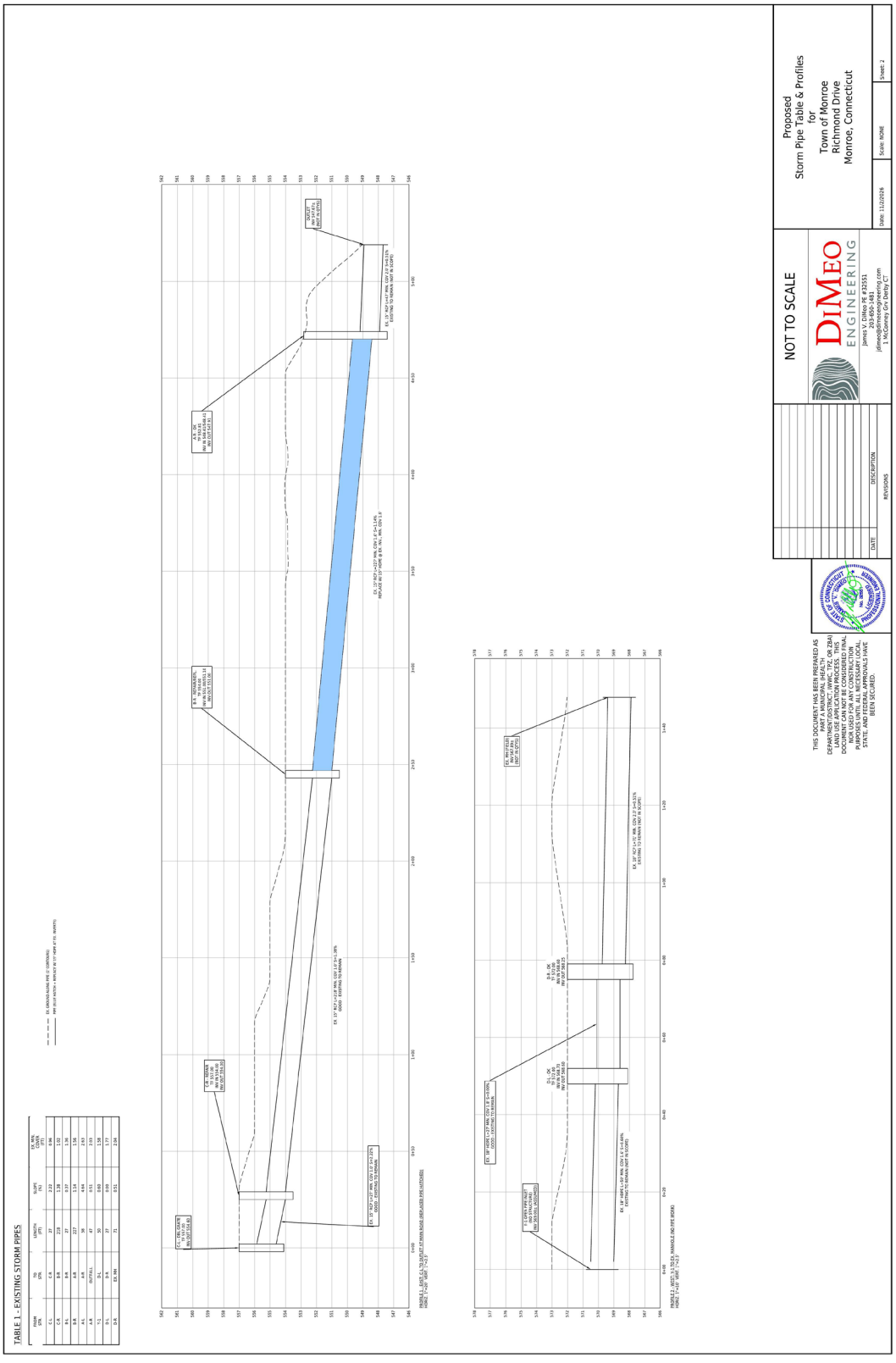
END OF SCOPE OF WORK

ATTACHMENT 1

Preliminary Drainage and Utility Plan, Richmond Drive
DiMeo Engineering, November 2, 2026
(Furnished for information only. Not for construction.)



ATTACHMENT 1 (continued)



ATTACHMENT 2

Clean Water Fund Memorandum 2019-002 (June 19, 2019), Disadvantaged Business Enterprise Subcontractor Participation on Clean Water Fund Projects for Engineering Services – Page 1 of 4

Furnished by the Department of Public Health for Drinking Water State Revolving Fund projects; supersedes Memorandum 2016-002. The verification on page 4 is to be signed by the Bidder's authorized officer and submitted with the proposal (Scope of Work, Sections 6 and 8).

Connecticut Department of
ENERGY &
ENVIRONMENTAL
PROTECTION

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Clean Water Fund Memorandum (2019-002)

Disadvantaged Business Enterprise (DBE) Subcontractor Participation on Clean Water Fund (CWF) Projects for Engineering Services

I. PURPOSE

The municipality, through its prime engineering consultant must make specified good faith efforts to attain the DBE goals as specified in this document in Section III. This is an administrative condition of the U.S. Environmental Protection Agency (EPA) Grant which funds CWF Projects.

This memorandum supersedes the **Clean Water Fund Memorandum (2016-002).**

II. GOVERNING STATUTE OR REGULATION

General Compliance (Federal), 40 CFR, Part 33: The municipality, through its prime engineering consultant must comply with the requirements of EPA's Program for Utilization of DBEs.

III. EPA REQUIREMENTS

The following clause shall be included in all Engineering Services contracts and contract amendments to be funded under the CWF:

The requirement for DBE subcontractor participation, expressed as a percentage of the total eligible contract amount, shall be a minimum of 8.0 percent with the following makeup: **Minority Business Enterprise (MBE): 3.0 percent** **Woman Business Enterprise (WBE): 5.0 percent**

This requirement shall apply to all Engineering Services contracts that originate with a value over $100,000. Within any phase of a project where the total of the original contract price plus all contract amendments is $100,000 or less, then no DBE participation will be required.

IV. THE SIX GOOD FAITH EFFORTS AS SPECIFICALLY DEFINED BY EPA

The Six Good Faith Efforts are required methods employed by all Connecticut Department of Energy and Environmental Protection (DEEP) CWF recipients to ensure that all DBEs have the opportunity to compete for procurements funded by DEEP financial assistance dollars. The prime consultant is expected to employ the six good

faith efforts throughout the entire project to insure that the DBE percentages are maintained or exceeded in the event that one DBE subcontractor needs to be substituted for another.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

5. Use the services and assistance of the Small Business Administration (SBA) (Federal) and the Minority Business Development Agency of the Department of Commerce.

6. If the prime engineering consultant awards subcontracts, require the prime engineering consultant to take the above steps.

The prime engineering consultant's certification as a DBE has no effect on this requirement. Therefore, if the prime engineering consultant is a DBE, the Six Good Faith Efforts defined above must be employed in the procurement of subcontracts to be secured to achieve the MBE 3.0% and WBE 5.0% participation.

V. CERTIFICATION

A DBE must be certified at the time that the subcontract for their services is executed. A business that is pending new certification, recertification, or whose certification has expired **cannot** be counted toward the goals.

In the case where a subcontractor DBE is certified as both a MBE and a WBE (a woman who is also a member of a minority class):

1. The prime engineering consultant may count the entire value of the subcontract as either a MBE or a WBE.

2. The prime engineering consultant may choose to split the subcontract between the MBE and the WBE categories to fulfill both goals. If the prime engineering consultant chooses this route:
   a. They must indicate the dollars to be apportioned to the categories either on the face of the copy of the fully executed subcontract submitted to the Connecticut Department of Energy and Environmental Protection (DEEP) or by some other written method.
   b. The certification submitted to DEEP must indicate that the principal of the subcontractor is both a woman and a minority.
   c. For a certification that only identifies the subcontractor as a DBE, additional documentation is required as proof of dual status. In the case of Connecticut Department of Transportation (CTDOT), the detailed information page within their online database suffices as proof.

VI. ACCEPTABLE CERTIFICATION OPTIONS

1. **Connecticut Department of Administrative Services (DAS)** - DEEP will continue to accept DAS certification until such time as other State entities are identified whose certification processes meet the EPA criteria. DAS will only certify Connecticut based firms that meet the criteria under Connecticut General Statute (CGS) 4a-60g.

2. **CTDOT** - Companies that desire to do business with CTDOT as well as the DEEP should seek CTDOT certification which will be accepted by the DEEP. DBE firms are advised that the certification process can take 90 days to complete. CTDOT will certify both in state as well as out of state firms.

3. **EPA** - In the event an entity cannot be certified by CTDOT as a DBE, that entity should seek certification with EPA. Such entities must provide EPA with evidence from CTDOT denying certification.

4. **SBA** - certification is available to companies under the Woman Owned Small Business (WOSB) program and the SBA 8(a) Business Development Program (www.sba.gov/8abd/) which has a net worth ceiling of $250,000 for initial applicants.

5. **Other states certification** - Prime contractors and prime engineering consultants may utilize certification from other states. Such certification must specify the DBE designation. Where there is no DBE certification option within a state, the instance must be presented to the DEEP Financial Administrator assigned to the project for consideration on a per case basis.

VII. DBE COMPLIANCE PROCESS

1. Two executed copies of the DBE subcontracts along with the corresponding DBE certification for each subcontractor shall be submitted to the municipality, who must then submit one copy of these documents to the DEEP Financial Administrator as demonstration of compliance with this memorandum.

2. No payment requests will be processed by DEEP until the executed copies of the subcontracts and the DBE certifications are on file in the DEEP office.

3. Should the prime consultant not meet the goals, documentation of good faith efforts will be required to be submitted to the DEEP Municipal Facilities Wastewater Engineer for consideration that the good faith effort was extensive enough to warrant the acceptance of a lower goal for the specific contract in question.

4. In the event that a DBE subcontractor is substituted for another during the project, two copies of the executed subcontract along with the corresponding DBE certification for the substitute are submitted to the municipality who forwards one copy of each to the DEEP Financial Administrator.

5. If additional consulting costs are approved by DEEP, the prime consultant employs the good faith efforts defined above to meet the goals for the new total eligible contract amount.

VIII. SUBMISSION OF THIS FORM

This form is to be signed by the prime consultant or the prime consultant's authorized representative. The form is then submitted to the municipality's representative for signature. The municipality includes the form as part of the Clean Water Fund Application to DEEP.

I hereby verify that I have read and understand the DBE requirements in this memorandum and will procure subcontracts whose percentages will meet or exceed the minimums listed above.

Contract Name _____

Name of Engineering Firm _____
Name and Title of Authorized Officer _____
Authorized Signature _____ **Date** _____

Town Official and Title _____
Authorized Signature _____ **Date** _____

IX. DEFINITIONS

CGS: Connecticut General Statutes

CTDOT: Connecticut Department of Transportation

CWF: Clean Water Fund

DAS: Connecticut Department of Administrative Services

DBE: Disadvantaged Business Enterprise

DEEP: Connecticut Department of Energy and Environmental Protection

EPA: Environmental Protection Agency (Federal)

MBE: Minority Business Enterprise

SBA: Small Business Administration (Federal)

WBE: Woman Business Enterprise

WOSB: Woman Owned Small Business (Federal program - SBA)

June 19, 2019
Date

Denise Ruzicka
Denise Ruzicka, Director
Water Planning and Management Division
Bureau of Water and Protection and Land Reuse

ATTACHMENT 2 (continued)

DBE Subcontractor Verification Form (Rev. 9/30/2019) – Page 1 of 2

To be completed by the Bidder and submitted with the proposal, listing each DBE (MBE or WBE) sub-consultant proposed, with each one's current certificate, or stating that none is proposed (Scope of Work, Sections 6 and 8).

Disadvantage Business Enterprise (DBE)

Subcontractor Verification Form

Prime Contractor Company Name: _____

Contract Name/Number: _____

Contract Bid Amount: $_____

Note to prime contractor: You are required to complete this form listing each DBE (MBE or WBE) subcontractor to be employed in work eligible for the Drinking Water State Revolving Fund within the table below. Please submit an original of this completed form, along with each subcontractor's current, valid DBE certificate, to the municipality within 14 days of bid opening.

Name of proposed subcontractor/vendor	Type (MBE or WBE)	Type of Product or Service * (see below)	Contact Name, Address, Phone # of Subcontractor or Vendor	Dollar amount of proposed subcontract	MBE % of Contract towards goal	WBE % of Contract towards goal
* Type of Product or Service:	1 - Construction		2 - Supplies	3 - Services	4 - Equipment	

ATTACHMENT 2 (continued)

DBE Subcontractor Verification Form (Rev. 9/30/2019) – Page 2 of 2

The completion and submission of this form does not constitute a contractual agreement between the general contractor and the named subcontractor, but is solely for documenting proposed compliance with DBE participation under the Department of Public Health's (DPH) Drinking Water State Revolving Fund (DWSRF).

_____ _____

Prime Contractor Authorized Signature Date

ATTACHMENT 3

EPA Form 5700-41 – Cost or Price Summary Format for Subagreements under U.S. EPA Assistance – Page 1 of 2

To be completed by the Bidder and submitted in the sealed fee envelope with the Fee Proposal Form (Scope of Work, Sections 5 and 8). A fillable copy is available from the Office of the First Selectman.

COST OR PRICE SUMMARY FORMAT FOR SUBAGREEMENTS UNDER U.S. EPA ASSISTANCE				
PART I - GENERAL				
1. RECIPIENT				2. ASSISTANCE IDENTIFICATION NO.
3. NAME OF CONTRACTOR OR SUBCONTRACTOR				4. DATE OF PROPOSAL
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR		6. TYPE OF SERVICE TO BE FURNISHED		
PART II - COST SUMMARY				
7. DIRECT LABOR (Specify labor categories)	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
		$	$	
DIRECT LABOR TOTAL:				$
8. INDIRECT COSTS (Specify indirect cost pools)	RATE	X BASE =	ESTIMATED COST	
		$	$	
INDIRECT COSTS TOTAL:				$
9. OTHER DIRECT COSTS				
a. TRAVEL			ESTIMATED COST	
(1) TRANSPORTATION			$	
(2) PER DIEM			$	
TRAVEL SUBTOTAL:			$	
b. EQUIPMENT, MATERIALS, SUPPLIES *(Specify categories)*	QTY	COST	ESTIMATED COST	
		$	$	
EQUIPMENT SUBTOTAL:				
c. SUBCONTRACTS			ESTIMATED COST	
			$	
SUBCONTRACTS SUBTOTAL:			$	
d. OTHER (Specify categories)			ESTIMATED COST	
			$	
OTHER SUBTOTAL:			$	
OTHER DIRECT COSTS TOTAL:				$
10. TOTAL ESTIMATED COST				$
11. PROFIT				$
12. TOTAL PRICE				$
PART III - CERTIFICATIONS				
13. CONTRACTOR OR SUBCONTRACTOR				

EPA Form 5700-41

ATTACHMENT 3 (continued)

EPA Form 5700-41 – Cost or Price Summary Format for Subagreements under U.S. EPA Assistance – Page 2 of 2

To be completed by the Bidder and submitted in the sealed fee envelope with the Fee Proposal Form (Scope of Work, Sections 5 and 8). A fillable copy is available from the Office of the First Selectman.

This proposal is submitted for use in connection with and in response to (1) _____ _____ . This is to certify to the best of my knowledge and belief that the cost and pricing data summarized herein are complete, current, and accurate as of (2) _____ and that a financial management capability exists to fully and accurately account for the financial transactions under this project. I further certify that I understand that the subagreement price may be subject to downward renegotiation and/or recoupment where the above cost and pricing data have been determined, as a result of audit, not to have been complete, current and accurate as of the date above.

(3)

DATE OF EXECUTION

SIGNATURE OF COMPOSER

TITLE OF COMPOSER

14. LOAN RECIPIENT

I certify that I have reviewed the cost/price summary set forth herein and the proposed costs/price appear acceptable for subagreement award.

_____

DATE OF EXECUTION

SIGNATURE OF REVIEWER

TITLE OF REVIEWER

EPA Form 5700-41