



CITY OF TORRINGTON
REQUEST FOR PROPOSAL

RFP # BNF-039-022806
DOWNTOWN TORRINGTON BROWNFIELDS INITIATIVE

Due date of proposal: Feb. 28, 2006 Time: 10:00AM Location: Room 109A, City Hall

Bid Bond or Certified Check required with bid: N/A

Performance Bond required if awarded bid: N/A

The City of Torrington reserves the right to accept or reject any or all proposals or any portion thereof, to waive technicalities, and to award the contract as will best serve the public interest.

Omit State and Federal Taxes.

All prices must be F.O.B.: Destination (Torrington) unless otherwise requested.

Dated in Torrington: Feb 3, 2006 Purchasing Agent _____
Charlene R. Antonelli, CPPB

Item
REQUEST FOR PROPOSAL FOR CONSULTING SERVICES FOR THE DOWNTOWN TORRINGTON BROWNFIELD ASSESSMENT PROGRAM.

Proposal Submitted By: _____
Name of Company _____
Address _____
Phone _____ Fax _____
E-mail address: _____

Signature _____
Title _____
Date _____

Comments: _____

INSTRUCTIONS TO PROPOSERS

Sealed proposals will be received by the Purchasing Agent, Room 109A, 140 Main St., Torrington, CT until the time and date specified on the cover sheet. The RFP opening is NOT a public opening. The results will not be made available until after the RFP is awarded. Proposals received later than the time specified will not be accepted. Amendments to or withdrawal of any section of the submitted proposal received later than the time & date set for the opening will not be considered. Proposals must remain in effect for a minimum of 60 days unless otherwise noted elsewhere in the RFP documents.

BID DOCUMENTS: are available upon receipt of this invitation over the Internet web site: www.Torringtonct.org. Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe at www.adobe.com. **Businesses Without Internet Access** may contact the Purchasing Department at 860-489-2224 for this information.

REPLIES: whether bid or no bid, must have the bid number clearly identified on the outside of the envelope. Proposers not marking the envelopes with the RFP number and due date/time on the envelope will have no recourse against the City of Torrington or its employees. Such proposals run the risk of the RFP being opened prior to the scheduled due date & time.

Any alleged oral agreement made by a bidder or contractor with any agency or employee of the City of Torrington will be disregarded.

FREIGHT: Prices quoted shall be net delivery **F.O.B. Torrington, CT**. All prices must include prepaid delivery, assembly, and/or installation (ready for operation and/or use) of all equipment and/or materials to the individual locations(s) as designated by the Purchasing Agent.

FEES/PRICES: All prices/fees are to be submitted in separate envelopes from the rest of the proposal. The fee/price envelope will be opened **AFTER** the proposal has been evaluated.

QUESTIONS: Request for interpretation of any portion of the RFP may be made by telephone to the Purchasing Agent at (860)489-2225. All replies will be given verbally and a copy of any such inquiry and advice (if deemed vital to the RFP by the Purchasing Agent) will be made available on the City's web site as an addendum.

In the event of receipt of identical offerings, delivery, service, content, price, etc., the RFP will be awarded in accordance with the information contained in the documents, based on first received as to date and time of receipt of the proposal.

NON-COLLUSION STATEMENTS: In order for proposals to be considered, a non-collusive statement must be submitted with the proposal. A sample non-collusive bid statement is attached. Proposers may elect to submit their own notarized non-collusion statement.

CONDITIONAL, QUALIFIED OR NON-RESPONSIVE PROPOSALS: All proposals shall be submitted in the form and manner as indicated by the documents and forms. Any proposal which is not submitted in the form and manner indicated by the RFP documents or which contains information, statements, conditions, or qualifications which place conditions or qualifications on the proposal submittal for purposes of making an award, or which alter any proposal terms, conditions, specifications, or forms, which has not been previously approved by written addendum from the Purchasing Agent, or which does not meet legal requirements, shall be declared as a qualified, conditional, or non-responsive proposal and shall be rejected without further consideration. Any proposal response that does not fully respond to and comply with all detailed specifications or requests for information including execution of proposal forms, may be declared "non-responsive" and recommended for rejection. The City of Torrington shall not be responsible for any errors or omissions of the Offeror.

TAXES: Omit all State and Federal taxes. The City of Torrington is exempt from the payment of taxes imposed by Federal government and/or the State of Connecticut.

OWNERSHIP OF DOCUMENTS: All documents, including drawings, plans, specifications, videotapes, or other documents or maps prepared by a contractor pursuant to any agreement arising from this RFP shall become the property of the City of Torrington upon completion of the project or any termination of the project prior to the completion of the project.

LEGALITY: All offers for commodities, work, materials, or equipment hereunder shall comply in every respect with the laws, specifications and requirements of the City of Torrington, the State of Connecticut and the Federal government. Contractor will comply with the provisions of the Connecticut Fair Employment Practices Law.

LANGUAGE DISPUTES: Any disputes over the interpretation and/or meaning of any individual terms, conditions, and/or language within this Request for Bid/Proposal document shall be resolved by and at the sole discretion of the City Purchasing Agent in a manner that is in the best interest of, and best advantage to, the City of Torrington, provided any such interpretation shall be reasonable. In the event that an individual term, condition, and/or language/wording is determined at any time, including after award, by the City Purchasing Agent to be "not applicable at all" to his contract, then the term, condition, and/or language/wording may be disregarded, even though an addendum is not issued. However, if the Purchasing Agent determines that the term, condition, and/or language/wording "is applicable in part", then the term, condition, and/or language/wording will apply to the degree applicable, even though an addendum is not issued.

RESPONSIBILITY: The Contractor shall save the City of Torrington, its agents or employees, harmless from liability of any kind for all claims of labor payments and materials furnished for this work, and for use of any copyrighted or un-copyrighted composition, secret process patented or unpatented invention, article or application furnished or used in the performance of the contract of which the Contractor is not the patentee, assignee, or licensee. The successful bidder agrees to indemnify and hold harmless the City of Torrington, its agents and employees from any and all liability arising out of the successful bidders' operations, functions and/or supplied items.

The successful bidder, vendor, and/or contractor must protect all property of the City of Torrington (i.e. all floors, furniture, grass, land, etc.) And homeowners from injury or other damage. Any damage so caused must be repaired by contractor/vendor at his/her own expense. At the completion of work, the vendor and/or contractor must remove from the premises all surplus materials and all debris created by same. The premises must be left in a broom-clean and finished condition acceptable to the owner or its agents. Successful bidder will furnish adequate protection from damage for all work and to repair damage of any kind; for which he or his workers are responsible, to the premises or equipment to his own work or to the work of other contractors.

DEFAULT: It shall be understood that a bidder supplying equipment and/or supplies will be considered to be in default if/when they have not delivered the item(s) within the time constraints listed in this document or subsequent purchase orders and/or contract. Bidders providing a service and/or construction will be considered to be in default if/when they have failed to meet the completion date set forth in this document or its subsequent contract and/ or purchase orders and/ or they have ceased work on the project for a period of fifteen (15) working days, cumulative or consecutive.

TRADE NAME REFERENCES: Any and all references to trade names, types, styles, model numbers, stock numbers or catalogs are intended to be descriptive only and not restrictive. The intention is to indicate to bidders the type and quality of the articles and or materials that will be satisfactory. When reviewing the information, it is the responsibility of the prospective bidder to inform the City of Torrington of any discrepancy that is found (i.e. number listed does not fit item description) Bids received on other makes or models with reference to other catalogs will be considered. The bidder is to clearly state in his bid exactly what he intends to furnish and to furnish with his bid a cut or illustration or other descriptive matter that will clearly indicate and give specification as to the product he/she proposes to furnish. Where a bid is offered on an item other than the trade standard used in the specification the item should be identified on the bid form by entering the MAKE, TRADE NAME AND MODEL NUMBER. It is understood that any substitutes and/or alternates that might be offered are guaranteed by the bidder to be of equal or better quality than is referenced in the bid. The item(s) must be equivalent as to function, basic design, type and quality of material, method of construction and any required dimensions. It shall be further understood that during original as well as subsequent shipments spot checks will be performed to insure that the items received are in fact the items offered in the bid. When received, should items/materials prove to be different from what was bid in any way, the bidder agrees to the return of the items and agrees to supply correct items (per bid specifications) at the bidders expense. In the event this return action is required, it is understood the bidder may be subject to removal from the city's approved bidder's list. Bidders are cautioned that surplus, seconds, factory rejects, floor samples, close outs or distressed items are not acceptable and shipments of substitutions, defective or shop-worn equipment will be returned for a full refund at the vendor's expense.

QUANTITY: The quantities and/or materials listed in the specifications/bid sheets may be increased or decreased by the City of Torrington or its designated representative based on actual need at the time the purchase orders are placed.

QUALITY: The City of Torrington reserves the right to reject any proposal in whole or in part offering equipment and/or materials and/or services that in its or its agent's opinion does not meet the quality standards desired. Such decision is final and not subject to further recourse by the bidder.

SAMPLES: forwarded by the bidder will be returned to the bidder at his request and expense. Requests for return of samples must be submitted in writing at the time the sample is given to the City of Torrington or its representative. Samples not returned to the bidder will be disposed of at the discretion of the City of Torrington or its designated representative. Large pieces of equipment submitted for evaluation and inspection are to be picked up by the bidder within 30 days of the bid opening date. The City of Torrington or its designated agent will dispose of items not picked up within 30 days.

AWARD: It is the intent to award this bid in its entirety to one bidder, however, the City reserves the right to award the bid line item by line item if it is deemed in its best interest to do so. In addition, bidders are advised that should budgetary constraints dictate, part, and/or all the items in this bid may be rejected. This decision shall be considered final and not subject to recourse by the bidder.

In determining the lowest or highest responsible bidder, the City reserves the right to consider, in addition to price, the compatibility, quality, cost of maintenance and availability of parts, experience and/or past performance of the bidder, sufficiency of the financial resources of the bidder as relates to the offerings as well as the ability of the bidder to provide future maintenance and service.

Documents previously submitted to the city of Torrington will not be considered as satisfying submission requirements for this bid.

No bidder can claim any contract rights by virtue of bidding alone. Awarding of the contract means actual written notice by letter and a properly executed purchase order to the bidder or bidders to whom the bid has been awarded.

OPTION TO RENEW: This contract may be extended for three (3) additional one (1) year periods, provided all terms and conditions remain in full force and effect except for the contract period being extended. This option, if exercised, is to be executed in the form of a letter of agreement, to be issued no later than 30 days prior to the expiration of the then current contract period. This option to renew requires the mutual agreement of both parties. Refusal by either party to exercise this option, will cause this contract to expire on the original or mutually agreed upon date. The total period of this contract, including all extensions as a result of exercising this option, will not exceed a maximum combined period of five (5) years.

BONDS:

Performance Bond: The Contractor, when awarded the Bid, must submit within 10 days of the bid award, and before beginning the work or signing a contract, a Performance Bond amounting to one hundred percent (100%) of the total amount of the bid. Said performance bond must be in favor of the City of Torrington and executed by a surety company authorized to do business in the State of Connecticut. The City of Torrington reserves the right to retain the Bid Bond or Certified Check on bids below \$25,000.00 as a Performance Bond. On bids of \$25,000.00 or more the Performance Bond may be furnished in the following manner: Performance Bond, Surety Bond, Certified Check, Bank Check, Savings Account in both the City & Vendor's name or Letter of Credit

Maintenance Bond: The contractor, upon signing a contract and before beginning work, must submit to the Purchasing Agent a Maintenance Bond to guarantee that if defects in either labor or materials becomes evident within one year after completion and acceptance of work will be fixed at no cost to the City of Torrington. The maintenance bond may be included as a portion of the Performance bond or as a separate bond. If it is issued as a separate bond said maintenance bond must be in favor of the City of Torrington and issued by a surety company licensed and authorized to do business in the State of Connecticut.

Labor and Material Bonds: Per Section 49-41 of the Conn. General Statutes, on Public Works projects where the estimate is in excess of \$25,000.00, a labor (payment) and material bond must be furnished to the City. Said bonds must be filed with the Purchasing Agent prior to the commencement of work.

Consent for Release of Final Payment: AIA Document G707 & G706, or equivalent, must be signed and returned by the Surety Company before final payment will be released to the contractor.

INSURANCE:

Certificate of Insurance: All insurers must have an AM Best rating of A-V11 or better and admitted to do business in the State of Connecticut. All insurance policies must include a Waiver of Subrogation whereby the insured waives its right to subrogate against the City, its subsidiaries, employees, volunteers, directors and officers. Proof of proper insurance coverage, Workers Compensation Insurance, Liability and Property damage, and Vehicle Insurance shall be filed with the City of Torrington Purchasing Agent within 10 days after the award of the bid. The Certificate of Insurance must name the City of Torrington, 140 Main St., Torrington, CT, its subsidiaries, employees, volunteers, directors & officers as the additional insured and filed with the Purchasing Agent prior to commencement of work. Renewal Certificates of Insurance must be mailed to the Purchasing Agent 10 days prior to the expiration of the required coverage.

Workman's Compensation Insurance: The Contractor shall take out and maintain during the life of the contract adequate Workman's compensation Insurance for all the employees employed on said work. In case any class of employees or subcontractors is engaged in hazardous work under the contract at the site of the work is not protected under the Workman's Compensation statute, the contractor shall provide Workman's Compensation Insurance for the protection of employees not otherwise protected.

Liability Insurance: The Contractor shall take out and maintain for the life of the contract, adequate public liability insurance insuring against liability to persons not employed by him in an amount of not less than \$1,000,000.00 for injuries, wrongful death to any one person and subject to the limit for each person in an amount of not less than \$2,000,000.00 on account of one accident and property damage insurance in an amount of not less than \$1,000,000.00.

Vehicle Insurance: The Contractor shall take out and maintain for the life of the contract, adequate automotive/truck or other vehicle insurance with minimum coverage of \$1,000,000.00 each for both liability and under insured and uninsured motorist as well as any other coverage required by the State of Connecticut or requested by an official of the City of Torrington as relates to the contract.

Additional Security: The City of Torrington reserves the right to require successful bidders to enter into and such security arrangements as are deemed necessary to protect the City of Torrington, its property and goods.

PERMITS: The successful bidder agrees to obtain all work/building permits as might be required. The cost of obtaining such permits is the responsibility of the bidder. The City of Torrington reserves the right to waive local permit fees. In addition, it shall be understood that where property lines are to be considered, bidders are to verify said lines and measurements with proper City Officials prior to commencement of work. It is to be understood that any/all specifications and/or plans or drawings contained in or developed as a result of the bid process are and shall be presented subject to the approval of the City of Torrington planning, zoning and building officials and that awards made prior to said approval are subject to cancellation.

PREVAILING WAGE: When the State of Connecticut Prevailing Wage Rate is applicable to the bid, the successful bidder must submit a Certified Payroll Record prior to any request and/or invoice for payment.

SAFETY: Asbestos: Bidders are advised that asbestos-containing material may be located in the boiler rooms, pipe tunnels, storage areas and various portions of City buildings. Before proceeding on any contractual work on City buildings or their interiors, it is mandatory that bidders familiarize themselves with the asbestos-containing material and that said material be considered as a health hazard and all precautionary measures according to the Ahera Rules & Regulations be observed. It is the bidder's responsibility to notify all employees and/or subcontractors of this notification.

SUBCONTRACTORS: The successful bidder shall not employ any subcontractor to fulfill any of the duties herein specified without express, prior written approval of the City of Torrington or its designated agent.

EEO: The successful bidder shall provide any/all additionally required, affirmative action statements, fair employment plans and non-discrimination programs and statement as might be required by the City of Torrington. In connection with the execution of this bid, subsequent purchase orders and/or contracts, the seller shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex or national origin. Bidders must comply with all rules & regulations of the Department of Labor with regard to Equal Employment Opportunities as pertains to municipalities.

TERMINATION OF CONTRACT: Any contract entered into by the City and the successful bidder shall provide that the City may terminate the contract upon thirty (30) days notice to the bidder.

The City of Torrington reserves the right to award or reject any or all bids, or any portion thereof, to waive technicalities, and to award the bid and/or contracts to one or more bidders submitting essentially identical proposals and, that in the city's judgment, will best serve the public interest.

SAMPLE FORM

**Bid # _____
NON-COLLUSION AFFIDAVIT**

STATE OF _____ COUNTY OF _____

I, _____, being first duly sworn, deposes and says that:

1. I am _____
of _____, the bidder that has submitted the
attached request for proposal
for _____;
2. I am fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances
respecting such bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest,
including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm
or person to submit a collusive or sham Bid in connection with the work for which the attached Bid has been submitted nor
has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other
Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or
cost element of the Bid price or the price of any Bidder, or to secure through any collusion, conspiracy, connivance or
unlawful agreement any advantage against the City of Torrington or any person interested in the proposed Bid; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy,
connivance or unlawful agreement on the part of the Bidder or any of it agents, representatives, owners, employees, or
parties in interest, including this affiant.

igned _____

Title _____

Subscribed and sworn to before this
_____ day of _____, 20____.

Notary Public

My commission expires _____

SAMPLE FORM

BID # _____

**CONSENT OF SURETY COMPANY
TO RELEASE FINAL PAYMENT**

- City
- Architect
- Contractor
- Surety
- Other

PROJECT/BID NUMBER :

TO: City of Torrington
 Attn: Purchasing Agent
 140 Main Street
 Torrington, CT 06790

CONTRACTOR: _____

In accordance with the provisions of the Contract between the City of Torrington and the Contractor as indicated above, the (insert name & address of Surety Co.)

 SURETY COMPANY on bond of (insert name & address of contractor)

 _____,

CONTRACTOR, hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to the CITY OF TORRINGTON as set forth in the Surety Company's bond.

Subscribed and sworn to before this
 _____ day of _____, 20__.

 Notary Public

My commission expires _____

 Surety Company

 Authorized Representative's Signature

 Title

REQUEST FOR PROPOSAL # BNF-039-022806
DOWNTOWN TORRINGTON BROWNFIELDS INITIATIVE

The City of Torrington is seeking proposals to hire a firm to provide consulting services for the Downtown Torrington Brownfield Assessment Program funded by the U.S. Environmental Protection Agency (EPA). A consultant will be utilized to provide technical services to the City for environmental investigation. Consultant selection criteria will include, but is not limited to, the following:

- Brownfields Experience
- Community Relations Experience
- Experience preparing a Quality Assurance Project Plan (QAPP)
- Technical expertise in Phase I and Phase II Assessments

The City will procure consultant services in accordance with the established policy of the City of Torrington and requirements of the EPA terms and conditions of the Cooperative Agreement. Project will commence upon selection of a consultant, receipt of proof of insurance, and issuance of a notice to proceed from the Purchasing Agent.

Introduction/ Background Information

The goal of the Downtown Torrington Brownfield Initiative is to assist the City of Torrington in identifying and assessing Brownfield sites, which will assist in the eventual revitalization of the central business district. This program will advance that goal by producing a comprehensive inventory of known and potentially contaminated sites, performing site assessment work on prioritized sites contaminated with hazardous substances, and promoting awareness of Brownfield issues and opportunities within the downtown redevelopment area.

The Downtown Torrington Brownfield Initiative will complement other ongoing projects aimed at restoring our economic center as the cultural and commercial center of Litchfield County. In order to increase the commercial tax base and create new employment opportunities, the City of Torrington has formed public/private partnerships to help recreate a vibrant central core. Torrington has a private "Developer of Record" ready to invest \$50 million into the city for a large scale, multi-use downtown redevelopment project. The State of Connecticut has shown its commitment to Downtown Torrington by passing special legislation that authorizes \$30 million in funding to support the revitalization effort. The State of CT Department of Economic and Community Development is nearing completion on an Environmental Impact Evaluation of a large-scale conceptual plan to revitalize the downtown economy.

The State of CT Department of Public Works recently announced that the former Timken Corporation (Torrington Company) headquarters has been chosen as the site of a new \$40 million Courthouse for the Litchfield Judicial District. Recently completed downtown projects include the \$12 million restoration of the historic Warner Theatre, and the \$1.5 million restoration of Coe Park. Future plans include an expansion of the Torrington Library, a new Regional Transit Facility for the Northwest Transit District, and the possible relocation of part of the University of Connecticut's Torrington branch to downtown.

The brownfield program will focus on properties located within the City's downtown core that may include, but are not limited to, Stone Container on Summer Street, Torin Manufacturing on Franklin Drive, and the Hotchkiss Mill and Kelley Bus Company, both on Water Street. The Program will also create a comprehensive database of properties with the ultimate goal of restoring the sites to productive reuse.

The Program may also include an assessment of the Church Street Dam (aka the lower Brass Mill Dam), located just north of the West branch of the Naugatuck River Church Street crossing. This area has been identified in the Downtown Development Plan and in a Litchfield Hills Council of Elected Officials Greenway Study for a possible greenway. To that end the City of Torrington has taken steps to acquire right of ways along the river to enable a greenway to be constructed. The dam is a liability in the area. At its last DEP inspection in 1996, the dam was considered in 'fair' condition. The owner of the property, Heritage Land Preservation Trust, has not been able to do any upkeep or maintenance on the dam since that time and it is assumed the condition has declined. Due to its proximity to a potential greenway (and other environmental considerations) it has been determined that the dam should be removed. In order to begin engineering plans for its removal, testing of the sediment behind the dam is required.

The City recognizes the importance of educating the community about Brownfields in order to minimize potential concerns about living near these sites. The City also believes that it is vital to hear public input on redevelopment plans throughout the process. Accordingly, the City will use a portion of the funds to develop a Community Outreach Program that includes interaction with those residents who are affected by the Brownfields sites.

The City will utilize its permitting authority to insure that future development is both environmentally sensitive to the surrounding residential neighborhood and provides economic benefits through both job creation and an expansion of recreational and commercial opportunities for residents.

The Office of Economic Development located at 140 Main Street, Torrington, Connecticut 06790 will administer the Downtown Torrington Brownfields Initiative. This project is for an eighteen month period with completion in September, 2007. A Quality Assurance Project Plan must be submitted and approved by the Environmental Protection Agency prior to any field work. Please refer to EPA website for QAPP Requirements: Quality Assurance Guidance for Conducting Brownfields Assessments (Document No. EPA 540-R-98-038) at <http://www.epa/swerosps/bf/liab.htm>

Scope of Work

The following is a description of the project tasks:

1. Provide technical assistance to the City of Torrington and Brownfield Advisory Committee in guiding the Downtown Brownfield Initiative Program. Attend regularly scheduled monthly meetings of the Advisory Committee, and be available to respond to questions regarding the assessment process.
2. In conjunction with the Advisory Committee, the consultant will help organize a public participation process, including preparation of informational brochures and a website for

the community. All final products will be subject to review and approval by the Advisory Committee.

3. A public meeting will be held at the beginning of the project to solicit citizen comments about the project. Additional public meetings will be held throughout the project period. Professional consultant services shall be provided at these meetings.
4. Conduct Phase I assessments of parcels as prioritized by the Brownfield Advisory Committee.
5. Conduct Phase II assessments on sites where further study is warranted and where site access is secured via property owner agreements. (Prior to Phase II Site Assessment, the consultant will develop and submit to the EPA a Quality Assurance Project Plan (QAPP) for approval. The Quality Assurance Project Plan will include proposed sampling and analysis strategy, sampling procedures, analytical procedures, and other procedures that will be followed to ensure that quality data will be collected. Testing will be performed after approval of the QAPP by the EPA.
6. Identify sites in need of remediation, if funding allows, and develop a mitigation and implementation plan that includes cost estimates. This task will also require a Quality Assurance Project Plan that shall include proposed sampling and analysis strategy, sampling procedures, analytical procedures, data management and other procedures that will ensure quality control. Testing will be performed after approval by EPA of the QAPP.
7. Submission of information necessary for quarterly reporting to EPA by the City shall be provided by the consultant when appropriate.

Project Schedule

The Consultant shall complete all tasks required under this contract within the project period specified in the City of Torrington's Cooperative Agreement with the US Environmental Protection Agency. Project period is for approximately eighteen months, with an expiration date of September 30, 2007.

Proposal Requirements

Submission

Sealed proposals, in accordance with the format prescribed below, will be received at the City of Torrington, Office of the Purchasing Agent, located at 140 Main Street, until 10:00 AM, Tuesday, February 28, 2006. Any responses received after the advertised opening date and time shall be rejected. Firms are asked to enclose ten (10) copies of their response, including all supporting documentation, along with a signed original.

Note that the submission of any proposal indicates acceptance by the firm of the terms and conditions contained herein, unless otherwise specifically noted in the proposal itself and confirmed in resulting contracts.

Proposal Format

Respondents are required to submit fee proposal in a separate envelope from the rest of the proposal. The fee proposal envelope will be opened AFTER the rest of the proposals are evaluated and ranked for Brownfield/Phase I & II experience and for Work Management Team/Firm.

Respondents are required to submit one (1) original, and ten (10) copies of their proposals, which shall be formatted as follows:

1. Cover Letter: A letter signed by an officer of the firm, binding the firm to all of the commitments made in the proposal.
2. The name, address and contact person of the company submitting the proposal. Please include telephone and fax numbers, as well as email addresses.
3. Statement of Qualifications and Experience.
4. Additional information can be in narrative form:
 - a. Give the company/firm/team history, background and relevant experience.
 - b. The name(s), business address, phone number, e-mail address of firms and individuals proposed to participate in all tasks identified in the scope of work.
 - c. The background, education and relevant experience of all team members proposed to participate in all tasks identified in the scope of work. The principal in charge and project manager shall be identified along with the roles of other significant project participants.
 - d. Experience in community involvement. Please demonstrate experience in producing informational brochures and making public presentations to the community.
 - e. Experience with Brownfields site assessment and remediation planning. Please provide a minimum of three references, giving the name of the project, project period, and project cost. (Include the names of clients, primary contact person and phone number).
 - f. Experience with Risk Based Site Assessment. Please provide a minimum of three references, giving the name of the project, project period, and project cost. (Include the names of clients, primary contact person and phone number).

- g. Quality Assurance Methods: Give description of the quality assurance methods implemented by the applicant
- 5. Proposed approach to the scope of work, including quality control for each phase of work outlined in this RFP.
- 6. A sample of an approved Phase I Assessment demonstrating the applicants ability to prepare an Assessment consistent with U.S. EPA and Connecticut DEP Guidelines, and the cost of preparing that sample assessment.
- 7. Proposed project schedule in accordance with basic requirements of this RFP. Include target dates for all project milestones.
- 8. The fee proposal shall include a complete rate schedule and pricing for staff and equipment to be utilized for this project. The fee proposal shall also include costs associated with the delivery and provision of finished product(s), and costs associated with carrying out all tasks specified in Section II Consultant Scope of Work, contained in this RFP.
- 9. An estimate of the cost range for a typical Phase I Assessment, based on firm's prior experience.
- 10. List of all subcontractors required for the project (The City will not pay an administration fee to the prime contractor for any subcontracted work).

Selection Criteria

The City of Torrington desires to award a contract to the respondent who demonstrates the ability to provide the highest quality service at the most reasonable cost. To accomplish this goal, the City's criteria for selection will include, but not be limited to:

1. Brownfields /Phase I & II Experience	40 points
2. Work Management Team/Firm	35 points
3. Fee(s)	20 points
4. Accuracy & completeness of response	<u>5 points</u>
	100 points

Additional criteria to consider when drafting responses include the following:

- Staff qualifications and firm's Brownfield experience, including Quality Assurance Project Plans, environmental risk assessment and management plans.
- Previous experience of the firm and proposed staff, including experience with similar projects.
- Experience and familiarity of Connecticut DEP policies and programs regarding environmental site remediation

- Community relations and education experience, particularly with environmental site remediation
- Experience understanding and addressing neighborhood and minority population needs in environmental site remediation planning.
- Overall cost of services and the cost effectiveness of the proposal
- Quality of responses from relevant references and past performance in terms of quality of work and the timeliness of the accomplishment.

Based upon the evaluation of proposals submitted, the City intends to select finalists who may be required to make formal presentations before a review committee regarding their qualifications, project approach, and ability to provide the required services to best serve the needs of the City.

The City and the review committee may elect to negotiate with the top ranked firms and to accept modifications to the proposed scope of services and/or price when such action is in the best interest of the participants to do so. Additional clarifying information may be requested to aid in the decision-making process.