

PLEASE DO NOT REMOVE ANY SHEETS FROM THIS DOCUMENT

**TOWN OF VERNON  
REQUEST FOR PROPOSAL (RFP)**



**CONTRACT #2103**

**PROFESSIONAL SERVICES RELATED TO THE REHABILITATION  
OF FOX HILL MEMORIAL TOWER, HENRY PARK, VERNON, CT**

**Date Issued: January 12, 2023**

**Date Proposals Due: February 13, 2023**

**LATE SUBMITTALS WILL NOT BE ACCEPTED**

## Town of Vernon, CT

### STANDARD INSTRUCTIONS TO BIDDERS

These instructions are standard for all proposals issued by the Town of Vernon, Connecticut for the purchase of all supplies, materials, equipment, and the furnishing of certain services. **The Town may delete, supersede or modify any of these standard instructions for a particular proposal by indicating a such change in a section entitled "Special Instructions to Bidders".**

1. The attached proposal is signed by the bidder with full knowledge of, and agreement with, the general specifications, conditions, and requirements of this bid.
2. Proposals must be submitted on the enclosed form with any required bid security.
3. Bids shall be submitted in sealed envelopes which shall be addressed to the Town Administrator, 14 Park Place, Vernon, Connecticut 06066 and shall be clearly marked "**BID DOCUMENT- DO NOT OPEN - CONTRACT #2103**". The bid envelope shall indicate the contract number as shown on the "Invitation To Bid". Emailed, faxed or late bids will not be accepted.
4. Bids received later than the time and date specified in the "Invitation To Bid" will not be considered. Withdrawal of bids received later than the time and date set for the bid opening, will not be considered. **E-mailed, faxed or late bids will not be accepted.**
5. All deliveries of commodities hereunder shall comply in every respect with all applicable laws of the Federal Government and the State of Connecticut.
6. The bidder shall insert the price per stated unit and extend a total price for each item. IN THE EVENT THAT THERE IS A DISCREPANCY BETWEEN THE UNIT PRICE AND THE TOTAL PRICE EXTENSION, THE UNIT PRICE WILL GOVERN.
7. In accordance with the provisions of Section 12-412 (a) of the Connecticut General Statutes, the Town of Vernon is exempt from the payment of Federal or State tax and such tax or taxes shall not be included in bid prices.
8. Unless otherwise stated herein, all deliveries made under this contract must consist of new merchandise.
9. The Town reserves the right to reject any and all bids, wholly or in part; to waive technical defects, and to make awards in the manner deemed to be in the best interests of the Town.
10. The Town will not accept any additional charges for freight or shipping.
11. **Insurance Requirements:**

**Commercial General Liability (Town of Vernon added as additional insured):**

Each Occurrence:	\$1,000,000
Personal/Advertising Injury per Occurrence:	\$1,000,000
General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate:	\$2,000,000
Fire Damage Legal Liability	\$ 100,000

**Automobile Liability (Town of Vernon added as additional insured):**

Each Accident:	\$1,000,000
Hired/Non-owned Auto Liability:	\$1,000,000

**Workers' Compensation/Employers Liability**

Workers' Compensation Statutory Requirement set forth by State of CT Employers Liability

Each Accident	\$100,000
Disease-Policy Limit	\$500,000
Disease-Each employee	\$100,000

**Umbrella/Excess Liability (following form of general liability, auto liability, and employer liability):**

Each Occurrence:	\$1,000,000
General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate:	\$2,000,000

**Professional Liability (where required)**

Each Claim:	\$1,000,000
Annual Aggregate	\$1,000,000

All insurance may not be canceled or modified without thirty (30) days written notice to the Vernon Town Administrator, 14 Park Place, Vernon, CT 06066.

The Town of Vernon shall be named as an Additional Insured on the Commercial General Liability policy. Additional Insured status is not required for items 2 through 3 above.

Described insurance shall be primary coverage and the Bidder and Bidder's insurer shall have no right of subrogation recovery or subrogation against the Town of Vernon OR State of Connecticut.

Bidder shall assume any and all deductibles in the described insurance policies.

Without limiting the Bidder's obligation to procure and maintain insurance for the duration identified in (A) above, each insurance policy shall not be suspended, voided, canceled, or reduced except after thirty (30) days prior written notice by certified mail has been given to the Town of Vernon, with the exception that a ten (10) day prior written notice by certified mail for non-payment of premium is acceptable.

Each policy shall be issued by an Insurance Company licensed to do business by the Connecticut Department of Insurance and having a Best Rating of A-, VII, or equivalent or as otherwise approved by DECD.

12. **Independent Contractor:** The selected firm is an independent contractor and is not an employee, partner, or co-venturer of, or in any other service relationship with the Town of Vernon. The firm is not authorized to speak for, represent, or obligate the Town of Vernon in any manner without the prior expressed written authorization from the Town of Vernon.
13. **Indemnification/Hold Harmless:** The selected firm agrees to defend, indemnify and hold harmless the Town of Vernon, its respective officers, employees, elected officials, agents, servants and volunteers from and against any and all claims, liabilities, obligations, causes of action of whatsoever kind and nature for damages, including but not limited to damage to the premises or other property, and costs of every kind and description arising from its entry upon the premises, or arising from work or other activities conducted thereon, alleging but not limited to bodily

injury, personal injury, medical malpractice, property damage caused by the firm and its employees, contractor, sub-contractors and agents, this indemnification includes the firm's duty to defend the Town of Vernon from any such claims except that the firm shall not be responsible or obligated for claims arising out of the sole negligence of the Town of Vernon, its elected officials, officers, department heads, employees or agents, or its predecessors in interest in the premises.

14. **Waiver of Subrogation Requirement:** The selected firm will require all insurance policies in any way related to the work and secured and maintained by the firm to include clauses stating each carrier will waive all rights of recovery, under subrogation and otherwise, against the Town of Vernon, and its respective officers, employees, agents, servants, elected officials, and volunteers. The selected firm shall require subcontractors, by appropriate written agreements, similar waivers each in favor of the Town of Vernon.
15. **Contingent Upon Availability of Funds:** TOV's obligation under this Agreement is contingent upon the availability of appropriated funds from which payment for Agreement purposes can be made. No legal liability on the part of TOV for any payment may arise until funds are made available and approved for this Agreement and until a Purchase Order has been issued.

# Town of Vernon, CT

## Contract #2103 - Professional Services Related to the Rehabilitation of Fox Hill Memorial Tower, Henry Park, Vernon, Connecticut

### SPECIAL INSTRUCTIONS TO BIDDERS

#### A. INTRODUCTION

##### 1. Intent

The Town of Vernon, Connecticut is seeking proposals from qualified firms or individuals for consulting architectural and engineering services to develop plans and specifications per the Town's grant from the Connecticut Department of Energy and Environmental Protection. A firm shall provide a cost opinion of the contemplated work, assist in the bidding of these repairs, and provide construction administration and inspection.

The purpose of the RFP is to solicit the services of a licensed historical architect and/or engineer to review and update the assessment of the existing conditions, and to develop remedial measures to address deficiencies and areas of concern to repair and preservice this 85-year-old Memorial and the surrounding features. The selected firm shall provide a cost opinion of the contemplated work, assist in the bidding of these repairs, and provide construction administration and inspection.

#### B. INSTRUCTIONS

##### 1. Official Contact

The Town of Vernon has designated the individual below as the Official Contact for purposes of this RFP. The Official Contact is the **only authorized contact** for this procurement and, as such, handles all related communications on behalf of the Town of Vernon.

Name: Michael Purcaro, Town Administrator  
Address: 14 Park Place, Vernon CT 06066  
Phone: 860-870-3665  
E-Mail: mpurcaro@vernon-ct.gov

##### 2. Procurement Schedule

- RFP Released: January 12, 2023
- Mandatory on-site evaluation: January 24, 2023
- Deadline for Questions: January 30, 2023
- Answers Released: February 6, 2023
- Proposals Due, Bid Opening: February 13, 2023

##### 3. Minimum qualifications of proposers

A proposer must have the following minimum qualifications:

- Qualifying bidders must meet minimum professional qualifications under the Secretary of the Interior's Historic Preservation Professional Qualification Standards as expanded and revised in 1997 (62 FR 33708, June 20) for the fields of Engineering and/or Historic Architecture.
- Qualifying bidders must demonstrate specific work experience in completing similar projects.

#### **4. Proposal Due Date and Time**

Two (2) copies of the proposal should be submitted in a sealed envelope marked “**BID DOCUMENT- DO NOT OPEN - CONTRACT #2103**” clearly marked on the outside of the envelope to Michael J. Purcaro, Town Administrator, Town of Vernon, Memorial Building, 14 Park Place, 3rd Floor, Vernon, Connecticut 06066 no later than **Monday, February 13, 2023, at 10:00 AM**. Emailed, faxed or late bids will not be accepted.

Received bids will be opened publicly in person on **Monday, February 13, 2023, at 10:00 AM**. Bid results will be posted on the Town website.

### **C. PURPOSE OF RFP, SCOPE OF SERVICES, AND PROVISIONS OF CONTRACT**

#### **1. OVERVIEW**

The Fox Hill Tower, also known as the War Memorial Tower, was constructed in 1937 and completed in 1939, as a Works Progress Administration (WPA) project. It was dedicated on August 5, 1939, as a memorial to honor the men and women from Vernon who served their country.

The tower is 72 feet high and is maintained by the Vernon Parks and Recreation Department. The iconic tower is located in Henry Park which is heavily utilized for community events, draws thousands of visitors each year from throughout the region, and is prominently displayed in the official Town seal.

#### **2. SERVICE OVERVIEW**

After 83 years, the Memorial complex needs repair and enhancement to preserve this historic treasure and improve access where possible. Previous efforts to make spot repairs have resulted in a mix of original and subsequent work, detracting from the overall aesthetic. The Town of Vernon has received a grant from the Connecticut Department of Energy and Environmental Protection to provide a comprehensive approach to address failing elements, misguided repairs, and improvements for ADA access to the walk and promenade while being respectful of the original work.

The key to that effort is to engage an experienced enthusiastic firm that can develop and guide this project through to its completion. The selected firm shall work with a project committee made up of Community Leaders and Town Staff, to advance this vision.

Reference materials that may be useful in developing the project include the following:

- Report entitled “Existing Condition Survey and Scope of Proposed Restoration Work for Memorial Tower at Fox Hill, Vernon, CT” dated October 9, 2003, by Hubbard and Associates Architects LLC.
- Site Plan entitled “Conceptual Site Improvements Fox Hill Memorial Tower, 120 South Street, Vernon, Connecticut” date November 15, 2022, by the Town of Vernon Engineering Department.
- Digital Photos and Video provided by the Vernon Police Department of the Tower and surrounding area from November 22, 2022.
- CT DEEP Grant-related materials.

#### **3. SCOPE OF SERVICE DESCRIPTION**

The Consultant will:

- Review with the Town of Vernon representatives regarding the needs and goals of the project.
- Review available information regarding the original scope of repairs and make recommendations regarding modifications or additions to that summary.

- Develop Plans and Specifications for each task in the updated scope of work. The Town of Vernon Engineering Department shall provide a base map detailing locations of site improvements developed by the Consultant for inclusion in the Bid Package. Drawings related to construction or details shall be provided by the Consultant.
- Identify additional project requirements such as SHPO, CHRO, and Prevailing Wages and include such language as to advance plans and specifications to a Project Manual for Bidding purposes.
- All design proposals shall meet applicable state, federal, State Historic Preservation Office (SHPO) and all other applicable building codes and construction standards as prescribed by law.
- Develop a cost opinion of the proposed remedial steps.
- Assist the Town of Vernon with the solicitation and review of Proposals from qualified contractors. Review Proposals and references and make a recommendation for selections.

The above-described tasks shall be completed by July 1, 2023, for the negotiated lump sum fee. Monthly pay requisitions shall be paid as a percentage of the work completed compared to a mutually agreed upon Schedule of Values.

Additional work for Construction Administration and Inspection shall be negotiated separately using a time and materials basis. This will depend in large part on the duration of the work, the task-related intensity, and seasonal limitations. The Town of Vernon reserves the right to NOT award this particular assignment if, in its sole opinion, the cost is not commensurate with the actual service.

The conditions assessment will be prepared by a 36 CFR Part 61 Qualified Architect.

#### **4. Staffing Expectations**

Qualifying bidders must meet minimum professional qualifications under the Secretary of the Interior's Historic Preservation Professional Qualification Standards as expanded and revised in 1997 (62 FR 33708, June 20) for the fields of Engineering and/or Historic Architecture.

- Bidders are required to produce examples of similar work experience.
- Preference will be given to bidders who have extensive experience utilizing the Secretary of the Interior Standards for the Treatment of Historic Properties.

#### **5. Data and Technology Expectations**

Use of industry-standard software to allow for easy data sharing.

#### **6. Financial Expectations**

**Payment to the Contractor will be made based on standard invoice procedures**

- The accepted bidder should anticipate providing an outline of payment requests as they relate to the percentage of work completed.

## D. PROPOSAL SUBMISSION CONTENTS

### 1. Cover Sheet

The Cover Sheet is on Page 1 of the proposal.

The proposer must develop a Cover Sheet that includes the information below. *Legal Name* is defined as the name of the provider or vendor submitting the proposal. *The contact Person* is defined as the individual who can provide additional information about the proposal or who has immediate responsibility for the proposal. *An authorized Official* is defined as the individual empowered to submit a binding offer on behalf of the proposer to provide services in accordance with the terms and provisions described in this RFP and any amendments or attachments hereto.

- RFP Name or Number:
- Legal Name:
- Street Address:
- Town/City/State/Zip:
- Contact Person:
- Title:
- Phone Number:
- E-Mail Address:
- Authorized Official:
- Title:
- Signature:

### 2. CONTENTS OF THE PROPOSAL

#### a. Executive Summary

Proposals must include a high-level summary of the main proposal and cost proposal. The summary must also include the organization's eligibility and qualifications to respond to this RFP and a brief overview of why the Respondent should be selected for the activities highlighted in the scope of services.

#### b. Main Proposal

##### To Submit a Responsive Proposal:

The proposal must include but is not limited to:

- Firm Qualifications
- Team Member Credentials, including resumes
- Project Understanding/Methodology/Scope. Should include:

1. *Start Date*
2. *Timetable / Schedule*
3. *Tasks, Deliverables*
4. *Methodologies*
5. *Measurable Objectives*

- Relevant Project Experience. A copy of a condition assessment completed by the firm is preferred and can be sent separately by email to Official Contact
- References
- Fee Proposal
- Certificate of Insurance

**c. Validity of Proposal.** The proposer certifies that the proposal represents a valid and binding offer to provide services in accordance with the terms and provisions described in this RFP and any



amendments or attachments hereto. The proposal shall remain valid for a period of 180 days after the submission due date and may be extended beyond that time by mutual agreement. At its sole discretion, the Town of Vernon may include the proposal, by reference or otherwise, in any contract with the successful proposer.

## **E. EVALUATION OF PROPOSALS**

### **5. Evaluation Process**

The Town of Vernon intends to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP

### **6. Evaluation Review Committee**

The Town of Vernon will designate a Review Committee to evaluate proposals submitted in response to this RFP. Only proposals found to be responsive (that is, complying with all instructions and requirements described herein) will be reviewed and considered. Proposals that fail to comply with all instructions will be rejected without further consideration. The Review Committee shall evaluate all proposals that meet the minimum submission requirements and make recommendations for awards.

### **7. Minimum Submission Requirements**

To be eligible for evaluation, proposals must (1) be received on or before the due date and time; (2) meet the Eligibility and Qualification requirements to respond to the procurement, and (3) be complete. Proposals that fail to satisfy these minimum submission requirements will not be reviewed further. The Town of Vernon will reject any proposal that deviates significantly from the requirements of this RFP.

The Town of Vernon will review all materials submitted and develop a 'short' list of candidates to be invited to make presentations after the initial review is complete. During the interview, the candidate will present further details on their work history, approach to the specific assignment, and a rough approximation of their fee schedule to complete each task.

The Town of Vernon reserves the right to reject any or all applications in whole or in part, to award any one service or group of services or all services, to negotiate with any or all companies submitting qualifications, and to enter into an agreement with any company for any services mentioned in this RFQ if it is deemed to be in the best interest of the Town of Vernon.

### **8. Evaluation Criteria.**

Proposals meeting the Minimum Submission Requirements will be evaluated according to the established criteria. The criteria are the objective standards that the Review Committee will use to evaluate the technical merits of the proposals.

### **9. Proposer Selection.**

Upon completing its evaluation of proposals and approval by SHPO, any proposer selected will be so notified and awarded an opportunity to negotiate a contract with the Town of Vernon. Such negotiations may, but will not automatically, result in a contract. All unsuccessful proposers will be notified by e-mail or U.S. mail, at the Town of Vernon's discretion, about the outcome of the evaluation and proposer selection process.

## H. TERMS AND CONDITIONS

*By submitting a proposal in response to this RFP, a proposer implicitly agrees to comply with the following terms and conditions:*

1. **Equal Opportunity and Affirmative Action.** The Town of Vernon is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The State is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate based on disability in admission to, access to, or operation of its programs, services, or activities.
2. **Preparation Expenses.** The Town of Vernon shall not assume any liability for expenses incurred by a proposer in preparing, submitting, or clarifying any proposal submitted in response to this RFP.
4. **Proposed Costs.** All proposed costs must be fixed throughout the entire term of the contract.
5. **Changes to Proposal.** No additions or changes to the original proposal will be allowed after submission.
6. **Supplemental Information.** Supplemental information will not be considered after the deadline for submission of proposals unless specifically requested by the Town of Vernon. The Town of Vernon may ask a proposer to give demonstrations, interviews, oral presentations, or further explanations to clarify information contained in a proposal. Any such demonstration, interview, or oral presentation will be at a time selected and in a place provided by the Town of Vernon. At its sole discretion, the Town of Vernon may limit the number of proposers invited to make such a demonstration, interview, or oral presentation and may limit the number of attendees per proposer.
7. **RFP Is Not An Offer.** Neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of the Town of Vernon or confer any rights on any proposer unless and until a contract is fully executed by the necessary parties. The contract document will represent the entire agreement between the proposer and the Town of Vernon and will supersede all prior negotiations, representations, or agreements, alleged or made, between the parties. The Town of Vernon shall assume no liability for costs incurred by the proposer or for payment of services under the terms of the contract until the successful proposer is notified that the contract has been accepted and approved by the Town of Vernon.

## F. RIGHTS RESERVED TO THE Town of Vernon

*By submitting a proposal in response to this RFP, a proposer implicitly accepts that the following rights are reserved to the Town of Vernon:*

1. **Timing Sequence.** The timing and sequence of events associated with this RFP shall ultimately be determined by the Town of Vernon.
2. **Amending or Canceling RFP.** The Town of Vernon reserves the right to amend or cancel this RFP on any date and at any time, if the Town of Vernon deems it to be necessary, appropriate, or otherwise in the best interests of the State.
3. **No Acceptable Proposals.** In the event that no acceptable proposals are submitted in response to this RFP, the Town of Vernon may reopen the procurement process, if it is determined to be in the best interests of the Town of Vernon.
4. **Award and Rejection of Proposals.** The Town of Vernon reserves the right to award in part, to reject any and all proposals in whole or in part, for misrepresentation or if the proposal limits or modifies any of the terms, conditions, or specifications of this RFP. The town of Vernon may waive minor

technical defects, irregularities, or omissions if in its judgment the best interests of the Town of Vernon will be served. The Town of Vernon reserves the right to reject the proposal of any proposer who submits a proposal after the submission date and time.

- 5. Sole Property of the Town of Vernon.** All proposals submitted in response to this RFP are to be the sole property of the Town of Vernon. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the Town of Vernon unless stated otherwise in this RFP or subsequent contract. The right to publish, distribute, or disseminate any and all information or reports, or part thereof, shall accrue to the Town of Vernon without recourse.
- 6. Contract Negotiation.** The Town of Vernon reserves the right to negotiate or contract for all or any portion of the services contained in this RFP. The Town of Vernon further reserves the right to contract with one or more proposers for such services.
- 7. Clerical Errors in Award.** The Town of Vernon reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a proposer and subsequently awarding the contract to another proposer. Such action on the part of the Town of Vernon shall not constitute a breach of contract on the part of the State since the contract with the initial proposer is deemed to be void ab initio and of no effect as if no contract ever existed between the Town of Vernon and the proposer.