

# LEGAL NOTICE

## INVITATION to BID

The **Town of Ridgefield** invites all interested parties to submit sealed bids on the following:

**Bid Due Date:** May 24, 2018  
**Bid Due Time:** 11:00 a.m.  
**Bid Item:** Planning Consulting Services for the ten (10) year Plan of Conservation and Development (POCD) update  
**Bid Number:** 18-28

Terms and conditions as well as the description of item being bid is stated in the Bid Package. **A complete Bid Package may be obtained at the following address:**

**Town of Ridgefield  
Kenneth T. Sandberg  
400 Main Street  
Ridgefield, CT. 06877  
203-431-2720**

Or downloaded from [www.ridgefieldct.org](http://www.ridgefieldct.org) in “Governments” “View All Departments” – “Purchasing” – “Bid Notices”

The return bid envelope must be marked and addressed to the following:

**TOWN OF RIDGEFIELD  
DIRECTOR OF PURCHASING  
BID NUMBER: 18-28  
400 MAIN STREET  
RIDGEFIELD, CT. 06877**

Bid Responses (hard copy only, emailed responses not accepted) must be received no later than the date and time stated above at the Director of Purchasing’s office on the second floor. **Questions must be submitted via email only** to Richard Baldelli at [zoning@ridgefieldct.org](mailto:zoning@ridgefieldct.org)

Bid Documents available at [www.ridgefieldct.org](http://www.ridgefieldct.org) in “Governments” “View All Departments” – “Purchasing” – “Bid Notices”

Results may be viewed at [www.ridgefieldct.org](http://www.ridgefieldct.org) in “Governments -“View All Departments” – “Purchasing” – “Bid Results”

# **Request for Proposal**

## **Planning Consulting Services**

To aid the Town of Ridgefield's Planning and Zoning Commission in the preparation and adoption of its 10-year Plan of Conservation and Development.

### **1. Introduction:**

The Town of Ridgefield is seeking the services of a professional land use-planning firm (consultant) to assist the Planning and Zoning Commission in the preparation and adoption of its Plan of Conservation and Development. The current Plan of Development was last revised in 2009 and adopted in July 2010. The Commission anticipates completion and adoption of the proposed Plan by March 2020. The Plan update must conform to provisions of CGS 8-23.

### **2. Background:**

Ridgefield is a town of approximately 25,000 residents located within Fairfield County. Neighboring communities include Redding, Wilton, Danbury and the State of New York. Ridgefield has placed great emphasis on its long range planning. Issues of both past and continuing interest include the community's ability to protect its natural, scenic and ecologically sensitive resources, preserve its historical assets, provide quality and responsive municipal and educational services, offer a high quality of life for its residents, and promote appropriate commercial growth commensurate with its core residential values.

Consistent with national trends, Ridgefield has experienced an economic slowing over the past decade. This trend has presented the town with many challenges; particularly, with respect to promoting sought after business investment, employment opportunities, and stabilizing house values while maintaining an adequate level of municipal services. The town is committed to serving a socially and economically diverse population. To this end, the development and execution of appropriate planning strategies to ensure responsible, well balanced and fiscally sustainable growth is a subject of great community importance.

### **3. Anticipated Roles of the Selected Consultant**

The anticipated roles of the selected consultant in undertaking the Plan of Conservation and Development is as follows:

- a) Establish an appropriate course of action.
- b) Collect, analyze and assemble data utilized in the preparation of the plan.
- c) Prepare document mapping as deemed necessary by the Commission.
- d) Ensure the Commission is following all State Statutes in the preparation, drafting and adoption of the plan.

- e) Research and study residential land use and affordable housing.
- f) Research and study economic development conditions and provide recommendations.
- g) Review water and sewer utilities and infrastructure, in relation to its relation to the possible effect on planning and policy making, examine the allocation or reallocation of those services projected future needs.
- h) Examine transportation, traffic circulation and traffic modes throughout the Town.
- i) Density and build out analysis for residential and commercial development.
- j) Analyze open space and the development of policies concerning acquisition, use and preservation.
- k) Provide a needs assessment for community facilities and future recreational needs.
- l) Natural resources assessment for areas of wetlands, rivers and streams, watersheds, aquifers, and ridgelines.
- m) Conduct a town-wide survey to consider issues of community importance.
- n) Perform a build-out analysis.
- o) Work with the Commission, office staff and other municipal entities (including other Town boards and commissions, as requested, in reviewing and/or consulting as work continues.
- p) Prepare draft chapters as directed by the Commission.
- q) Attend and lead workshops, public informational meetings and public hearings of the Planning and Zoning Commission to gather public input, and to present findings and recommendations.

#### **4. Submittal Requirements and Time frames**

Fifteen (15) collated copies of the completed information shown below shall be submitted to the Town of Ridgefield as part of your bid response.

- a) Name of firm, team or consultant submitting the qualifications, the type of business entity, location of the business and proof that the business may legally operate in Connecticut.
- b) The name, telephone number and email of the contact person.
- c) A letter of interest, including a statement indicating a suggested approach to tackling the Town's goals. Please include the estimated number of hours or other measures indicating your scope of involvement.
- d) A list of projects that have been recently submitted by your company which are similar in scope.
- e) Brochures or written materials, if available, describing the firms qualifications, accomplishments and other assets.
- f) Individual resumes for the key individuals that will be involved in this process.
- g) A plan of consultation that meets this RFP, including, but not limited to:
  - Attending meetings and public hearings;
  - Performing the necessary research;
  - Drafting the text and necessary graphics including mapping;
  - Professional planning consultation;
  - Phone time; and
  - Other tasks (may give examples and costs).

- h) A timetable, which outlines the starting and completion dates, as well as critical timing, dates throughout the process.
- i) Submission of differently formatted POCDs
- j) The ability to submit the final POCD in digital format.
- k) Projected costs of undertaking the project.

**Time Frames:**

The Planning and Zoning Commission may interview bid applicants of it's choosing at a future date and time. Invitees will be contacted to arrange a date and time. The Planning and Zoning Commission will make the final determination in choosing the bidder.

**5. Period of Performance:**

The project is anticipated to start in July 2018 and conclude no later than May 2020.

# **Supplemental Information for Bidders and General Contract Provisions**

## **1. PREPARATION OF PROPOSALS**

Proposals must be made upon forms contained herein or as directed elsewhere. The blank spaces in the Proposal must be filled in correctly where indicated. The Bidder must state the prices for which he proposes to do each item of the work contemplated. In case of discrepancy where both words and the numerals are requested, the words shall govern. Ditto marks are not considered writing or printing and shall not be used. The Bidder shall sign his Proposal correctly. If the Proposal is made by an individual, his name, post office addresses and telephone number must be shown. If made by a firm, partnership, or corporation, the Proposal must be signed by an official of the firm, partnership, or corporation authorized to sign contracts, and must show the post office address and telephone number of the firm, partnership, or corporation. Failure to do so may disqualify the bid.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, post office address, and name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to: Director of Purchasing, Town Hall, 400 Main Street, Ridgefield, CT 06877. Please write "Bid 18-28" on the outer most envelope.

All information shall be entered in ink or by a printer. Mistakes may be crossed out and corrections inserted before submission of your bid. The person signing the bid shall initial corrections in ink.

Corrections and/or modifications received after the closing time specified will not be accepted.

## **2. SUBMISSION OF PROPOSALS**

Descriptive literature containing complete specifications must accompany each bid. If a bidder wishes to furnish additional information, more sheets may be added.

## **3. INCURRING COSTS**

The Town of Ridgefield is not liable for any cost incurred for the preparation of proposals or submission of samples by the firms submitting proposals for the work requested in this bid document or request for proposals.

## **4. FAMILIARITY WITH THE WORK**

Each bidder is considered to have examined the work to fully acquaint himself/herself with the exact existing conditions relating to the work and has fully informed himself/herself as

to the work involved and the difficulties and restrictions attending the performance of this bid. The submission of a bid will be considered as conclusive evidence that the bidder has made such examination.

## **5. CONSIDERATION OF PRIOR SERVICE**

Previous performance, quality of service and merchandise will be considered.

## **6. ADDENDA AND INTERPRETATIONS & ALTERNATE PROPOSALS**

At the time of the opening of bids, each bidder will be presumed to have inspected the work, to have read, and to be thoroughly familiar with all of the Contract Documents (including all addenda). The failure or omission of any bidder to receive or examine any form, instruction or document shall in no way relieve any bidder from any obligation in respect to his bid.

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of these specifications, he/she may submit a written request for an interpretation to Richard Balldelli, Director of Planning & Zonning, 66 Prospect Street, Ridgefield, CT 06877 (see Legal Notice). No interpretations as to the meaning of the plans, specifications or other Contract Documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to Richard Balldelli, and to be given consideration, must be received at least five (5) days prior to the date fixed for the opening of Bids. Any and all such interpretations and any supplementary instructions will be in the form of written Addenda to the Specifications, which, if issued, will be added below the Bid link shown on the Town of Ridgefield website. Failure of any bidder to receive any such Addendum or interpretations shall not relieve any bidder from any obligations under his bid as submitted. All Addenda so issued shall become part of the Contract Documents. Oral explanations will not be binding on the Town.

The specifications listed are to be interpreted as meaning the minimum acceptable by the Town of Ridgefield. Bidders are requested to submit quotations on the basis of these specifications. Alternative bids providing a broader scope and/or services than requested in these specifications may receive consideration providing such equipment and/or service is clearly explained. Any exceptions to the specifications requested herein must be clearly noted in writing and are to be included as a part of your bid proposal. If none is included, it will be assumed that there is none.

Definition of the word "complete" means that each unit of the equipment proposed shall include all appurtenances, fasteners, parts, accessories, and services ordinarily catalogued.

An item equal to that named or described in the specifications may be furnished by the Bidder, except where expressly noted as "no substitutions." The naming of any commercial name, trademark, or other identification shall not be construed to exclude any item of any manufacturer not mentioned by name, nor limit competition, but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if:

- a. It is at least equal in quality, durability, appearance, strength and design.
- b. It will perform at least equally the function imposed by the design for the work being contracted for or the material being purchased.
- c. It conforms substantially, even with deviations, to the detailed requirements for the item in the specifications.

The Bidder shall hold the Town of Ridgefield, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted or uncopyrighted compositions, secret process, patented or unpatented inventions, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense, any and all actions brought against the Town of Ridgefield or himself because of the unauthorized use of such articles.

#### **7. QUOTATION LIMITATION**

Bidders shall offer one price for the consultant services stated in this bid on their company letterhead. It should be attached as page one of your bid response.

#### **8. SAMPLES**

Samples of articles, when required shall be furnished free of cost of any sort to the Town of Ridgefield. Samples received may be retained by the Town for future comparison. Samples which are not destroyed by testing, or which are not retained for future comparison will be returned upon request at the bidder's expense.

#### **9. WITHDRAWAL OF BID**

Bidders may withdraw their proposals at any time prior to the bid date. No agent/broker shall withdraw or cancel their proposal for a period of sixty (60) days after the bid closing date. The successful agent/broker shall not withdraw, cancel or modify their proposal.

#### **10. POWER OF ATTORNEY**

Attorneys-in-fact who sign contract bonds must file, with each bond, a certified and effectively dated copy of their power of attorney.

#### **11. SUBCONTRACTORS**

Each bidder contemplating the use of any subcontractor shall submit a list of subcontractors as listed on the Bid Form. The apparent low bidder shall file with the Town of Ridgefield, within five (5) days after the date of bid opening, a complete list of the names and addresses of competent, responsible and qualified subcontractors who are actually to perform major portions of the work. This in no way restricts or limits the requirement that all subcontractors must be approved by the Town. Subcontractors listed on the Bid Form or those previously approved may not be changed without the approval of the Town of

Ridgefield. Local subcontractors, material suppliers, and labor in the Town of Ridgefield should be considered and sought insofar, as is practical in the performance of this project.

## **12. QUALIFICATION OF BIDDER**

In determining the qualifications of a bidder, the Town may consider his record in the performance of any contracts for similar work into which he may have previously entered; and the Town expressly reserves the right to reject the bid of such bidder if such record discloses that such bidder, in the opinion of the Town, has not properly performed such contracts or has habitually, and without just cause, neglected the payment of bills or has otherwise disregarded his obligations to subcontractors, suppliers, state or local codes, men or employees of subcontractors. The Town may make such investigation as he deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by or the investigation of such bidder fails to satisfy the Town that such bidder is properly qualified, or that such bidder misrepresented material facts in the bid documents.

## **13. DISQUALIFICATION OF BIDDERS**

More than one proposal from an individual, firm, partnership, corporation, or an association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such Bidder is interested. Any or all proposals in which such Bidder is interested will be rejected if there is reason for believing that collusion exists among the Bidders and all participants in such collusion will not be considered in future proposals for the same work. Proposals in which the prices are obviously unbalanced may be rejected. No Contract will be awarded except to competent Bidders capable of performing the class of work contemplated.

## **14. DELIVERY**

Inasmuch as this work concerns a needed public improvement, the provisions of this bid relating to the time of delivery, performance and completion of the work are of the essence of this bid. Accordingly, the successful bidder shall commence work **upon receipt of the signed Purchase Order** unless the Town shall authorize or direct a further delay. Time of delivery shall be stated as the number of calendar days following receipt of the Purchase Order by the Bidder to receipt of the goods or services by the Town of Ridgefield. Prices quoted must include delivery to the Town of Ridgefield as specified on the Purchase Order. No charges will be allowed for parking, crating, freight, express or cartage unless specifically stated and included in this bid.

Time of delivery may be considered in the award.



## **15. PAYMENT**

The Town, after inspection and acceptance of workmanship, and in consideration of the faithful performance by the Bidder of all and singular his covenants, promises, and agreements contained herein, agrees to pay the Bidder for the full completion by him of the work embraced in this Contract, within (30) Thirty Days of the receipt of the final invoice. When subcontractors or suppliers are utilized, the successful Bidder for this project shall be required to submit a Mechanics Lien Waiver, acceptable to the Town, with each progress payment and/or at time of final payment prior to any payment being made.

Time, in connection with any discount offered, will be computed from the date of delivery to the Town or from the date, a correct invoice is received by the Town's Finance Department, if the latter date is later than the date of delivery. Prices will be considered as **NET**, if no cash or payment discount is shown.

The successful bidder shall submit invoices to the following address:

Town of Ridgefield  
Director, Planning and Zoning, ZEO  
66 Prospect Street  
Ridgefield, CT 06877

**IT IS UNDERSTOOD AND AGREED THAT SHOULD A BID BE ACCEPTED, IT WILL AUTOMATICALLY BECOME THE CONTRACT OR AN ADDENDUM TO ANY CONTRACT AGREED UPON.**

Notification of the bid award will be made by issuance of a purchase order. Bidders may attach a letter of explanation. A clear notification should be made on the standard bid sheets at the appropriate point of explanation that there is a letter of explanation attached. All bids must be NET prices.

The successful bidder shall submit an itemized invoice to the Town of Ridgefield for the work as described herein.

The bidder shall be required to submit a Mechanics Lien Waiver, acceptable to the Town of Ridgefield, with each progress payment and at time of final payment prior to any payment being made.

At the time of award, the successful bidder shall be required to supply the Town of Ridgefield a Certificate of Good Standing, certifying that the corporation is in fact a valid corporation and presently licensed to conduct business in the State of Connecticut.

**16. SALES TAX**

Certain materials and supplies incorporated in the work of this project are exempt from Connecticut Sales Tax. The Bidder shall familiarize himself with current regulations of the State Tax Department. The tax on materials or supplies exempted by such regulations shall not be included as part of the bid. The Town will furnish the successful Bidder sales tax exemption authorization.

**17. CARE AND PROTECTION OF PROPERTY**

The Bidder shall take particular care to avoid damages to all private and public property and to private or public improvements within the Town's right of way. He shall make good any damages to the satisfaction of the Town. There shall be no additional compensation for the repair or restoration of private or public property improvements.

**18. COMPLIANCE WITH FEDERAL, STATE AND LOCAL CODES**

The Bidder shall be responsible for full compliance with any Federal, State and/or Local codes, laws, regulations and standards, as applicable.

**19. AWARD**

The Town of Ridgefield reserves the right to accept or reject any bid to best serve its interests, or to hold the bids for sixty (60) days before decision.

The Town reserves the right to reject any and all bids (or any part thereof), to waive defects in proposals, or to accept any proposal deemed to be in its best interest.

**Exceptions will be considered to the specification provided, providing they are listed and fully explained on a separate page entitled "EXCEPTIONS TO SPECIFICATIONS"**

Each exception will be considered as to its degree of impact and total effect on the bid. The purchaser shall determine which (if any taken) exceptions are acceptable, and this determination shall be final.

The Town of Ridgefield reserves the right:

- a. To award bids received on the basis of individual items, or groups of items, or on the entire list of items.
- b. To reject any or all bids, or any part thereof.
- c. To waive any informality in the bids.
- d. To accept the bid that is in the best interest of the Town of Ridgefield. The Planning and Zoning Commission decision shall be final.

**20. INSURANCE**

Insurance requirements are detailed under the attached "Insurance Requirements."

**21. GUARANTEE**

The bidder shall unconditionally guarantee for a period of one (1) year, except as specifically noted within these documents, from the date of acceptance, all materials, supplies, equipment, and services; including but not limited to its workmanship, delivery and installation. If within the guarantee period, there are any defects or signs of deterioration the bidder shall repair, adjust or replace the item(s) to the complete satisfaction of the Town. These repairs, adjustments, or replacements are at the sole expense of the bidder and shall be made at such times that are agreeable to the Purchasing Agent so that it is least detrimental to instructional programs.

**23. PERMITS**

When required all licenses and permits for complying with any applicable Federal, State, and Municipal laws, codes, regulations in connection with the prosecution of the work shall be obtained by the Bidder, at no additional cost to the Town.

**24. NONDISCRIMINATION IN EMPLOYMENT**

The successful bidder shall agree and warrant that, in the performance of this contract, he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, sex, religion, or national origin in any manner prohibited by State, Federal, County, or Municipal law. A certification of Non-segregated Facilities and a Certification Regarding Equal Employment Opportunity shall be considered a part of this contract.

**25. MECHANICS LIEN WAIVERS**

The successful Bidder shall be required to submit a Mechanics Lien Waiver, acceptable to the Town of Ridgefield, with each progress payment, and/or at time of final payment, prior to any payment made.

## **Hold Harmless Agreement**

The undersigned covenants and agrees to and shall at all times indemnify, protect and save harmless the Town of Ridgefield from and against all costs or expenses resulting from any and all losses, damages, detriments, claims, demands, cost and charges including attorney's fees the Town of Ridgefield may directly or indirectly suffer, sustain or be subjected to by reason or on account of the work to be performed pursuant to this Contract or any activities in connection with said Contract whether such losses and damages be suffered or sustained by the Town of Ridgefield directly or by its employees, licenses or invitees or be suffered or sustained by other persons or corporations who may seek to hold the Town of Ridgefield liable therefore.

The Contractor shall comply with the Provisions of the Immigration Reform and Control Act of 1986 effective and enforceable as of June 6, 1987, which Act, makes unlawful the hiring for employment or subcontracting individuals failing to provide documentation of legal eligibility to work in the United States. The Contractor shall hold the Town of Ridgefield harmless for the failure of the Contractor to comply with the provisions of said Act.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal this day on the \_\_\_\_\_ day of \_\_\_\_\_

Signed, Sealed and Delivered in the Presence of:

Signed:

\_\_\_\_\_  
Notary Public

Purchasing Department, Town of Ridgefield, 400 Main Street, Ridgefield, CT. 06877  
203-431-2720 & [purchasing@ridgefieldct.org](mailto:purchasing@ridgefieldct.org)

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## **Appendix - Insurance Requirements**

Each bidder shall carry and maintain the following insurance coverage during the period of the contract: The Certificate of Insurance for the Limits of Liability stated below should be submitted with your bid to the Purchasing Department at Town Hall. **Bidders may not perform any work until all insurance requirements are met.**

1. **Comprehensive General Liability Insurance** as will protect him, the Town, and any subcontractor performing work covered by this Contract, from claims for damages for personal injury, including accidental or wrongful death, as well as claims for property damages, which may arise from operations under this Contract whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. Liability insurance shall include premises and operations, products, contractual, owners, and contractors protective. The minimum amounts of such insurance shall be as follows:

- Bodily Injury Liability and Property Damage Liability:  
**\$1,000,000 each occurrence.**
- **The Town shall be named as an Additional Insured**  
This **MUST** be stated explicitly on the Certificate or you will be **disqualified**

2. **Worker's Compensation Insurance and Employer's Liability** for all of his employees, employed at the site and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all employees of the later unless such employees are covered by the protection afforded by the Contractor.

- Worker's Compensation and Employer Liability:  
Statutory Limits

3. **Comprehensive Auto Liability Insurance:**

- **Bodily Injury Insurance and Property Damage Insurance** covering the operation of all Motor Vehicles owned, hired and/or non-owned by the Contractor, or used by the Contractor in the Prosecution of the work under the Contract, shall be in the minimum of **\$1,000,000 each occurrence.**

All policies relating to this Contract shall be so written so that the Town shall be notified of cancellation or change at least thirty (30) days prior to the effective date for each policy and type of coverage except for nonpayment which shall be ten (10 ) days prior to the cancellation. Renewal certificate covering the renewal of all policies expiring during the life of the Contract shall be filed with the Town not less than ten (10) days before the expiration of such policies. Failure to do so will result in work stoppage and possible contract cancellation.

## **Additional Contact Information**

Interested firms are encouraged to meet with Town Staff and review background information such as existing maps, the 2010 Plan of Conservation and Development, the Zoning Regulations and other pertinent documents prior to the submission date. The 2010 Plan of Conservation and Development and the Zoning Regulations are available online at [http://www.ridgefieldct.org/planningand\\_zoningdepartment](http://www.ridgefieldct.org/planningand_zoningdepartment). Please contact Richard Baldelli, Director, Planning and Zoning, ZEO by email at [rbaldelli@ridgefieldct.org](mailto:rbaldelli@ridgefieldct.org)