

**TOWN OF HEBRON
PAVEMENT MANAGEMENT SERVICES
REQUEST FOR PROPOSALS**

RFP # 2019-01

The Town of Hebron is seeking Requests for Proposals from qualified vendors to provide services to implement a pavement management system for the Town of Hebron. RFP packages are available at the Town Manager's Office, 15 Gilead Street, Hebron, CT 06248 or by calling 860-228-5971 x122. An original and three (3) copies of the sealed proposal must be received in the Town Manager's Office, in envelopes plainly marked "RFP Pavement Management Services RFP #2019-01" by 10:00 a.m. on Friday, August 3, 2018. The Town of Hebron reserves the right to accept or reject any and all proposals, or any part thereof, if it is in the best interest of the town.

Andrew J. Tierney
Town Manager

**REQUEST FOR PROPOSALS
PAVEMENT MANAGEMENT SERVICES
THE TOWN OF HEBRON, CONNECTICUT**

I. GENERAL INFORMATION

1.1 Issuing Office: This Request for Proposals (RFP) is issued by the Town of Hebron, Connecticut.

1.2 Purpose: The purpose of the RFP is to provide prospective vendors with essential information to enable them to prepare and submit proposals regarding pavement management services for the Town of Hebron.

1.3 Proposals: All proposals received by the Town in response to this RFP will be retained. Submissions must:

- A. Constitute a complete response to this RFP, using the Proposal Form provided in this document (see page 16).
- B. Include an original and three (3) copies. The price proposal and/or fee structure (Appendix C – Page 16) **must** be submitted in a separate envelope from the base proposal.

C. Proposal must be received by:

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

no later than **10:00 a.m. on Friday, August 3, 2018**. Envelopes must be clearly marked “RFP – Pavement Management Services RFP # 2019-01”. Firms mailing proposals should allow for normal delivery time to ensure timely receipt of their proposals. **Proposals may not be submitted by e-mail.**

- D. Must be signed by an official authorized to bind the firm to its provisions.
- E. Must include a statement that the proposal remains valid for a period of at least ninety (90) days from the date of its submission.
- F. Bidders are advised that the Town of Hebron has a Local Bidder Preference Ordinance (Appendix B).

LATE PROPOSALS WILL NOT BE CONSIDERED

1.4 Rejection of Proposals: The Town reserves the right to reject any and all proposals received as a result of this RFP.

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

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

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

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

1.7 Additional Information:

- A. Revisions or addenda to the RFP:** In the event it becomes necessary to revise or supplement any part of the RFP, the revision or supplement will be provided to all prospective firms either by U.S. mail or by e-mail.
- B. Experience:** see required information
- C. Incurring Costs:** The Town will not be liable for any costs incurred by a firm in the preparation or submission of a proposal.
- D. Civil Rights Compliance:** Where applicable, firms must comply with the Civil Rights Act of 1964, the Equal Employment Act, and the Connecticut Fair Employment Practices Act.
- E. News Releases:** News releases pertaining to this RFP or the services, study or project to which it relates will not be made without prior approval, and then only in coordination with the Town.
- F. Acceptance of Proposal Content:** The contents of the successful proposal may, at the Town's option, become part of the contract entered into by the successful firm and the Town.

G. HOLD HARMLESS AGREEMENT:

The provider, its agents and assigns, shall absolutely indemnify and hold harmless the Town of Hebron, including but not limited to its elected officials, its officers, employees and agents, from any and all claims brought by a person or entity whatsoever, in any forum, on any theory, arising from any negligent or wrongful act or omission of the equipment/service during performance of the contract or any other agreement entered into by reason thereof. The provider shall indemnify the Town of Hebron, including but not limited to its elected officers, employees and agents, from any and all losses or liabilities resulting from any such claim, including but not limited to damage awards, costs and attorney's fees.

H. NON-DISCRIMINATION:

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

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

I. CONFLICT OF INTEREST:

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

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

II. CONTENT OF PROPOSALS

The Town of Hebron Public Works Department is seeking sealed proposals from licensed professional pavement management firms with expertise in pavement management, pavement engineering, and GIS implementation for consulting services to implement a municipal pavement management system for the Town of Hebron.

PURPOSE -The purpose of the management system will be to provide Hebron with easily accessible inventory and management information for its pavement network. The system will serve as a tool in providing the basis for the development of both short and long term operational and capital funding outlays and projections. The system will allow the community to maintain its roadway facilities in the best condition possible through the effective spending of available dollars and help the Town prepare a multi-year capital improvement program. Graphics must show future projected condition of the pavement network under various funding scenarios. The pavement management system shall be based on ESRI's ArcGIS Online platform or equivalent. The consultant will provide web based GIS tools that allow the Town to maintain the pavement database. The estimated number of roadway centerline miles maintained by the Town of Hebron is 77.64

2.1 **Scope of Services**

1. Meet with the municipality to review available data needed to initiate data collection and system development.
2. Identify the municipal pavement network by street name and functional classification. Integrate Town provided descriptive data such as snow plow routes as requested as part of the network identification to allow for search and reporting capabilities.
3. Develop a GIS roadway centerline describing logical paving project limits based on the Town or State's existing digital mapping.
4. Inventory all Town maintained pavements by proper pavement management sectioning techniques. Both station reference and physical boundary shall identify each section.
5. Conduct a pavement condition evaluation using a method that provides repeatable, consistent data with proven results.
6. Conduct field quality assurance measures to periodically check the accuracy and consistency of the data collected.
7. Meet with Town staff to configure the system to include pavement treatments appropriate for the Town, and identify the condition thresholds at which each treatment is appropriate. Provide hands-on pavement engineering consultation regarding the refinement of the system to reflect actual conditions in Hebron.
8. Produce a report of findings, describing the project methodology, current conditions as evaluated in the field, and the effects of various future funding scenarios. Provide a draft CIP (Capital Improvement Plan) The draft CIP will be submitted in bound paper format and will contain a series of stand-alone GIS maps that depict the plan in

graphic form, for review and comment. Upon review and comment from the Town, a brief power point will be provided that summarizes the findings and CIP needs

9. Assist Hebron staff in presenting the results of the study and the impacts of various funding decisions to Town decision makers including attending up to three meetings as requested.
10. Implement the ArcGIS Online based system and train Town staff on system use.
11. Provide the necessary support team for the system.

Note: Hebron reserves the right to increase or decrease the scope of this work as the budget allows.

PAVEMENT MANAGEMENT SYSTEM CRITERIA

1. The pavement management system must be based on ESRI's ArcGIS Online platform. The GIS integration shall be based on existing digital mapping.
2. The system shall contain intuitive mapping tools to display current and projected conditions of pavements for user-defined funding scenarios as well as historical pavement projects and planned pavement projects.
3. The system must be capable of projecting and comparing the effect of any number of budget scenarios on future overall pavement condition. Budget scenarios must be able to be developed for separate funding sources or repair categories.
4. The system must be capable of developing a multi-year capital road improvement program.
5. The system must allow the Town to adjust the annual road program based on local pavement engineering and public works management principles.
6. The system must provide a way to link multiple images and electronic documents.
7. The system must be easily understood, thorough, and require minimal user training with simplified follow-up and data entry. The database must be accessible using common desktop tools such as Microsoft Excel.

QUALIFICATION CRITERIA

The following factors will be considered in evaluating the proposals and making an award:

1. The reputation of the firm, qualifications, and in-house capabilities relative to network and project level pavement management.
2. The qualifications and suitability of experience of key staff members assigned to the project.
3. Selected references
4. Proposal content
5. The demonstrated success and acceptance of the management system in the Northeast US
6. Total proposed costs
7. By request, an on-site demonstration of the management system specifically addressing each of the scope requirements.

8. Firm's ability to support the software including number of years' experience in providing user support and updates.

REQUIRED INFORMATION

1. Name, address, and telephone number(s) of professional pavement management firm and principal contact(s).
2. Type of organization (i.e. corporation, partnership, joint venture, etc.), including listing of participants, as appropriate.
3. The signature of the person duly authorized to sign the submittal on behalf of the engineering firm.
4. A listing of ten closely related pavement management projects successfully completed during the past five years for a similar size community with the proposing engineering firm acting as prime. The listing should include the names of several communities that have successfully increased their local road budgets specifically because of the prime firm's assistance and the management system findings.
5. Proposed project schedule.
6. Detailed description of proposed data collection procedures.
7. Insurance Certificate. The insurance company shall send to the Public Works/Engineering office such insurance certificate, that such insurance is in force and notification of any termination or material change in the insurance be made at least ten (10) days prior to the date on which the termination or change takes place. The Engineer shall carry Workmen's Compensation Insurance, Public liability for bodily injury and property damage of \$1,000,000; Architects and Engineers Professional Liability Insurance of \$1,000,000 minimum; and required Automotive Liability Insurance.
8. On-Site Demonstration: The professional pavement engineer shall demonstrate a similar pavement management system (if requested).

SPECIAL REQUIREMENTS AND CONDITIONS

1. This will be a professional services contract, and as such, professional engineering registration in Connecticut will be required for the Principal in Charge.
2. All submitting firms must be in compliance with all municipal and State Affirmative Action and Equal Opportunity practices.
3. The proposal costs are to be submitted on the form provided with the RFP. All proposal items are to be completed; partial proposals will not be accepted.
4. Hebron reserves the right to reject any or all proposals or to waive defects if deemed to be in its best interest.
5. Proposals received after the time and date specified will not be considered.

III. SELECTION PROCESS

3.1 All proposals will be reviewed by the Public Works Director.

3.2 The Town reserves the right to waive non-material deficiencies in any proposal.

Proposals will be evaluated based on what is deemed to be in the best interests of the Town, including such factors as the bidder's experience and expertise in providing the equipment/service, clarity and creativity of the proposal, recommendations of entities for which the bidder has previously provided services, the persons to be assigned to the project by the bidder, and total cost. Cost will not be the sole factor in evaluating proposals.

Selection as the preferred proposal does not provide any contract rights to that vendor. Any such rights shall accrue only if and when the Town and the vendor execute a binding contract. The Town reserves the right to negotiate with the successful vendor in any manner necessary to best serve the interests of the Town. If the Town fails to reach an agreement with the successful bidder, the Town may commence negotiations with an alternative bidder or reject all bids and reinstitute the RFP process.

APPENDIX A

TOWN OF HEBRON

Department of Finance

NON COLLUSIVE AFFIDAVIT OF PROPOSER

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

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

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

Legal Name of Proposer/Firm

Business Address

Signature and Title

Date

Printed Name of Title Person

Subscribed and Sworn to me this ____ day of _____, 20__.

Notary Public

My Commission Expires

Hebron Code of Ethics

Effective August 1, 2010

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

II. Purpose:

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

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

III. Definitions:

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

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

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

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

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

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

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

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

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

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

IV. Conflicts of Interest:

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

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

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

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

V. Disclosure and Recusal:

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

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

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

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

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

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

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

VI. Gifts:

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

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

VII. Use of Town Assets:

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

VIII. Use of Confidential Information:

No person governed by this code, former employee or independent contractor shall disclose

confidential information concerning Town affairs, nor shall such persons governed by this code use this information for the personal or financial interests of themselves or others.

IX. Severability:

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

X. Distribution of Code of Ethics:

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

APPENDIX B

LOCAL BIDDER REFERENCE ORDINANCE

TOWN BASED BUSINESS

The term “town based business” shall mean a business with a principal business located within the Town of Hebron. A business shall not be considered a town based business, unless evidence submitted with each bid submitted by said business to establish that said business has a bona fide principal place of business in Hebron. Such evidence may include evidence of ownership of or a long term lease of the real estate from which the principal place of business is operated, or payment of property taxes on the personal property of the business to be used in performance of the bid.

LOWEST RESPONSIBLE BIDDERS

On any project the lowest responsible bidder shall be determined in the following order:

Provided that such town based resident bidder shall have met all other requirements set forth in this article, any town based resident bidder which has submitted a bid not more than five (5) percent higher than the lowest most responsible bid may be awarded the bid provided such town based bidder agrees to accept the award of the bid at the amount of the lowest most responsible bid.

If more than one town based resident bidder has submitted a bid not more than five (5) percent higher than the lowest responsible bid, the lowest responsible bidder shall be that one of the town based resident bidders which had submitted the lowest bid.

IMPLEMENTATION OF LOCAL BIDDER PREFERENCE

Any local vendor meeting the requirements of a local vendor as defined in the above ordinance responding to the solicitation shall be required to submit a signed Local Bidder Affidavit form with their bid submittal. Failure to submit an affidavit form, approved by the Town of Hebron, may result in your disqualification as a local vendor and ineligibility for contract award.

RESTRICTION OF USE OF LOCAL BIDDER PREFERENCE

This article shall not apply in those instances where the bid requested involves a cooperation purchasing arrangement between the town and other municipalities or the State of Connecticut.

AFFIDAVIT PURSUANT
TO THE LOCAL BIDDER PREFERENCE ORDINANCE

(It is not necessary to submit this form unless you are a Hebron Town-based Business)

The undersigned, being duly sworn, disposes and says as follows:

1. That he/she is over the age of eighteen (18) years of age;
2. That he/she believes in and understands the obligations of an oath;
3. That he/she is submitting a bid as a “town based business”, pursuant to those conditions delineated in the Town of Hebron’s Ordinance Providing for Local Preference.

Name of Local Bidder
(Please Print)

Date

Signature of Local Bidder

APPENDIX C

RFP PROPOSAL FORM
TOWN OF HEBRON, CONNECTICUT 06248
PAVEMENT MANAGEMENT SERVICES # 2019-01

Opening Date: Friday, August 3, 2018 at 10:00 a.m.

Town Manager's Office
Town of Hebron
15 Gilead Street
Hebron, CT 06248

In accordance with Town Specifications, the undersigned agrees to the following:

FEE PROPOSAL

FOR A MUNICIPAL PAVEMENT MANAGEMENT SYSTEM

FOR THE TOWN OF HEBRON

We hereby submit the following proposed fee to provide professional engineering services to perform the scope of services detailed in the Request for Proposal. We understand that if the scope of services is modified, the fee may be changed by mutual agreement.

Project Task	
Project Meetings (2)	
Database Development & GIS Integration	
Pavement Condition Evaluation	
Analysis and Report of Findings	
Public Presentation	
Pavement Management System Software	
Installation and Software Training (2 on-site training sessions)	
Total Proposed Fee	-- Lump Sum--

The undersigned is familiar with the conditions surrounding this call for bids, is aware that the Town reserves the right to reject any and all bids, and is submitting this bid without collusion with any other person, individual or corporation.

Signature

Witness

Printed Name & Title of Signer

Date

Company Name

Phone

Address

Fax

Town/City State Zip