



**REQUEST FOR QUALIFICATIONS AND PROPOSALS
CWP RFQ/RFP # 17**

**FOR A WRAP UP INSURANCE BROKER FOR CERTAIN COMPONENTS OF
A CAPITAL IMPROVEMENT PLAN REFERRED TO AS
THE CLEAN WATER PROJECT**

By

THE METROPOLITAN DISTRICT

February 9, 2010

RESPONSES DUE:

**3:00 PM, EDST Monday, March 8, 2009
Metropolitan District Commission
555 Main Street
Hartford, CT 06103-2987**

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ACRONYMS USED

CEO	Chief Executive Officer of the MDC
CSO	Combined Sewer Overflow
CTDEP	State of Connecticut Department of Environmental Protection
CWP	Clean Water Project
DEP	State of Connecticut Department of Environmental Protection
GIS	Geographic Information System
MBE	Minority Business Enterprise as defined by EPA and certified by either the State of Connecticut Department of Transportation, the State of Connecticut Department of Administrative Services, or other certifying agency that is compliant with the USEPA & CTDEP requirements relative to contract proportioning
MDC	The Metropolitan District Commission
PMC	Program Management Consultant
PMU	Program Management Unit
RFP	Request for Proposals
RFQ	Request for Qualifications
SSO	Sanitary Sewer Overflow
USEPA	United States Environmental Protection Agency
WBE	Women Business Enterprise as defined by EPA and certified by either the State of Connecticut Department of Transportation, the State of Connecticut Department of Administrative Services, or other certifying agency that is compliant with the USEPA & CTDEP requirements relative to contract proportioning

SECTION 1

INTRODUCTION

1.1 INTENT OF THIS PROCUREMENT

The Metropolitan District (District) seeks an experienced firm to provide insurance broker services (the "Services") to assist the Owner in the evaluation and placement of a comprehensive insurance program in connection with the design and construction of the Clean Water Project or portions thereof (the "Project"). The successful bidder shall be experienced and familiar with major construction projects and shall have full access to the relevant insurance markets as necessary to evaluate and implement a comprehensive owner's insurance program that will cover the insurance/bonding needs of the Project.

The members of the firm retained as the Insurance Broker as a result of this RFQ/RFP shall not be permitted to work as a consultant or sub-consultant on any other aspects of the Clean Water Project during the term of this contract.

1.2 ABOUT THE DISTRICT

The Metropolitan District is a municipal corporation chartered by the State of Connecticut in 1929 and includes the municipalities of Bloomfield, East Hartford, Hartford, Newington, Rocky Hill, West Hartford, Wethersfield and Windsor. The District provides water and sewer services to approximately 400,000 people.

The District is governed by a Board of twenty-nine Commissioners, seventeen of whom are appointed by the legislative bodies of the eight member municipalities, eight by the Governor of the State of Connecticut, and four by the leadership of the Connecticut General Assembly.

The District is managed by a Chief Executive Officer (CEO) and employs approximately 612 full-time personnel. There are four functional divisions.

The Administrative Division, headed by a Chief Administrative Officer, includes: Customer Services; Engineering and Planning; Environment, Health and Safety; Human Resources; and Information Services.

The Finance Division, consisting of Financial Control, Budgeting and Analysis, Procurement and Treasury and is managed by a Chief Financial Officer. The Finance Division is also responsible for placement of insurance associated with the CWP.

The Operations Division, headed by a Chief Operating Officer, includes: Maintenance; Operations; Solid Waste Processing; Water Pollution Control; and Water Treatment and Supply.

The Program Management Division, headed by the Chief Administrative Officer includes: Design Management; Project Control; and Construction associated with the implementation of the District's Combined Sewer Overflow Long-Term Control Plan, Biological Nutrient Removal, and Sanitary Sewer Overflow abatement plan.

The funding of sewer services is through taxation on member municipalities and a sewer user charge for tax exempt and high flow users. The funding of water services and related operations is principally through a direct use charge to customers.

Major capital improvements in excess of \$5 million for a single project must be approved by the electorate of the member municipalities and are financed through bonding. The 2010 combined budgets for all District operations total \$116 million.

The water distribution system consists of upland impoundments in the Farmington River watershed, two filtration plants and approximately 1500 miles of distribution mains. Flows in the system are by gravity except for some pumping of treated water to higher elevations. Average treated water use is about 55 million gallons per day. All services are metered.

The sewage collection system consists of almost 1200 miles of sanitary sewers serving the member municipalities. Four water pollution control plants treat an average of about 65 million gallons per day.

The District is under contract with the Connecticut Resources Recovery Authority for the operation of a major portion of the Mid-Connecticut Project including a 2000 ton per day resource recovery plant for municipal solid waste and related waste transfer subsystems. The Mid-Connecticut Project serves over 70 municipalities.

The District operates hydroelectric facilities at the Goodwin and Colebrook River Dams on the West Branch of the Farmington River.

The District manages an award winning Geographic Information System (GIS) that supports its many activities. The database contains detailed utility and land base information for each of the member municipalities as well as natural resource information for watershed land. The system is capable of producing utility and street index maps as well as special purpose maps in-house. It is also linked to the District's business application software, allowing users to query data

and locate specific utility equipment. GIS also provides mapping services to member towns.

The District is also under contract with Riverfront Recapture, Inc. to provide maintenance services at the riverfront parks in member municipalities.

1.3 BACKGROUND TO THE CLEAN WATER PROGRAM

In 2006, the District entered into a Consent Decree with the Environmental Protection Agency (EPA) and the U.S. Department of Justice to implement a Sanitary Sewer Overflow (SSO) Abatement Program. The District is required to eliminate structural SSO's over a seven (7) year period for the communities of Rocky Hill, Wethersfield and Windsor, and over a twelve (12) year period for the communities of West Hartford and Newington.

Also in 2006, the District entered into a Consent Order with the State of Connecticut Department of Environmental Protection (DEP) to reduce Combined Sewer Overflows (CSO) to one (1) year level of control, within fifteen (15) years.

The District has also identified several nitrogen removal projects which are designed to protect Long Island Sound and which must be implemented to comply with the District's General Permit for the discharge of nitrogen based on the adopted TMDL for Long Island Sound.

The work under the CWP includes three major elements: (1) construction of new sanitary sewers, interceptors and tunnels to reduce CSOs within the District's collection system; (2) rehabilitation of existing sanitary sewers and construction of new interceptors to eliminate structural and non-structural SSOs from the sanitary sewers of East Hartford, Bloomfield, Wethersfield, West Hartford, Windsor, Rocky Hill and Newington; and, (3) increase treatment flow capacity and reduce nitrogen levels from the discharges of the District's water pollution control facilities. Currently, there are 38 CSOs and 8 active structural SSOs within the District's system. The District maintains four wastewater treatment plants: Hartford (140 mgd at peak capacity), East Hartford (12 mgd), Rocky Hill (21 mgd), and Poquonock (2.5 mgd). Facility improvements are planned at the Hartford, Rocky Hill and East Hartford plants.

Funding for Phase I of the CWP has been approved through a referendum vote on November 7, 2006. Phase I funding is \$800,000,000. Additional authorizations will be required over the fifteen (15) year life of the CWP. At this time, the total program cost is estimated at \$1.6 billion (based on 2006 dollars).

It is expected that the South Hartford Conveyance Tunnel and the major upgrades to the Hartford Water Pollution Control Facility will be included in the Wrap Up Insurance Program. Elements of the Sewer Separation projects may be considered for inclusion in the Wrap Up Insurance

Program as well based on the advice of the Broker. Estimated design and construction costs for the South Hartford Conveyance Tunnel and the Hartford Water Pollution Control Facility is the combined amount of \$600,000,000. The approximate date for solicitation of construction bids for the South Hartford Conveyance Tunnel is November, 2012 and the approximate date for solicitation of construction bids for the Hartford Water Pollution Control Facility is November, 2011. Final design contracts for both projects will be solicited in 2010. The estimated duration for construction of the South Hartford Conveyance Tunnel is 60 months and the estimated duration of construction for the Hartford Water Pollution Control Facility is 40 months.

1.4 BACKGROUND – PROGRAM MANAGEMENT UNIT

The District has organized a special purpose entity within its organizational structure known as the Program Management Unit (PMU) and assigned day-to-day responsibility for the implementation of the CWP to the PMU. The PMU is expected to efficiently and effectively implement the CWP. The PMU generally will manage the CWP including: conceptual, preliminary and final designs; construction management; consultant and construction contractor management tools; coordination of the projects with local governments; and, compliance with all regulatory orders. The District has retained a Program Management Consultant to supplement the staff of the PMU.

1.5 PROPOSAL REQUIREMENTS, INSTRUCTIONS, QUESTIONS

The District has retained a consultant to assist in the development of this RFQ/RFP:

Gregg Bundschuh
Ames & Gough
450 Northridge Parkway
Suite 102
Atlanta, Georgia 30350
Telephone: (770) 552-4225
Email: gbundschuh@amesgough.com

All questions or requests for information regarding this RFQ/RFP must be submitted in writing to the email address above no later than 5:00 p.m. Eastern time on February 18, 2010. Questions must be received no later than the date and time specified herein. Questions received after that date will not be answered prior to the submittal due date.

Material clarifications or revisions to the RFQ/RFP as well as answers to any questions submitted in a timely manner will be provided by subsequent correspondence to all respondents.

Telephone calls regarding this RFQ/RFP will not be accepted. Questions left on voice mails will not be accepted or answered. **Contact with any other person at MDC in regard to this RFQ/RFP is strictly prohibited and failure to adhere to this requirement may disqualify the firm from consideration, such decision to be made by the District in its sole and absolute discretion.**

Electronic copies of relevant documents are included with this RFQ/RFP.

Documents include:

- a. 2008 Revision Long Term Control Plan
- b. Hartford Water Pollution Control Facility Master Plan Executive Summary 2009

1.6 PROPOSAL DEADLINE

All proposals must be received by 3:00 p.m. Eastern Time on March 8, 2010. In accordance with Section 3 hereof and within such time, six (6) original bound volumes of the Respondent's proposal as well as six (6) original bound volumes of the Respondent's Fee Proposal, which Fee Proposals shall be sealed in a separate envelope, and an electronic copy (on CD-ROM or thumb drive) of each must be provided to the address below: Any proposals received after this time will be returned unopened to the Respondent. Proposals are to be delivered to:

**Kristine Shaw
District Clerk
Metropolitan District Commission
555 Main Street
Hartford, CT 06103-2987**

Any firm hand delivering a proposal to the District should obtain a stamped and signed delivery confirmation at the District's Main Lobby Security Desk, 555 Main Street, Hartford, CT.

Please note that, in accordance with Section 3 hereof, the Respondent's Proposal regarding services and the Respondent's Fee Proposal must be submitted in sealed envelopes which separate the two proposals. Failure to adhere to this requirement shall result in the Respondent's disqualification.

1.7 ORAL PRESENTATIONS AND/OR INTERVIEWS

Oral presentations by one or more bidders and/or interviews may be conducted by the Selection Panel after proposals are reviewed by the Panel. If interviews

are held, which will be determined in the sole discretion of the Panel, they will be promptly scheduled at a time and location to be announced. Each Respondent should be prepared to discuss and substantiate any aspect of its proposal and to present its account executive and key members of its support staff.

1.8 SELECTION PROCESS

All proposals received will be evaluated by the Owner acting through a Selection Panel as described below. The Selection Panel will then select the Firm or Firms deemed to be the best qualified Respondent(s), among those submitting proposals, on the basis of evaluation criteria described in Section 4: Basis of Selection. The Selection Panel or other designated officials representing the Owner will then conduct negotiations with the Selected Firm. The Selection Panel shall be comprised of MDC representatives appointed by the Chief Executive Officer of the MDC. The Selection Panel, at its sole discretion, will be responsible for the evaluation of the Qualification and Proposal submittals received. The Selection Panel will evaluate each submittal against the criteria established in Section 4 of this document. The Selection Panel may determine that a submittal is non-responsive and may remove that submittal from further consideration.

The Selection Panel will evaluate the proposals based upon the information submitted by the Respondent. The Selection Panel may request additional, clarifying information from any Respondents. The Selection Panel may contact references, project managers, or others listed in the submittals of the Respondent.

Fee proposals will only be opened under the circumstances as described in Section 4 of the document.

1.9 MISCELLANEOUS

The Owner reserves the right to reject, in whole or in part, any or all proposals received or, in the alternative, withdraw this RFQ/RFP in its entirety at any time prior to the award of a contract. All proposals shall remain open for acceptance until 120 working days after the bid deadline set forth in Section 1.6: Proposal Deadline.

SECTION 2

SCOPE OF REQUIRED SERVICES

2.1 GENERAL REQUIREMENTS

The Selected Firm shall be experienced and familiar with major construction projects and shall have full access to the relevant insurance markets as necessary to evaluate and implement a comprehensive owner's insurance program that will cover the insurance/bonding needs of the Project (the "Owner's Insurance Program" or "Program"). The Program may include, but not be limited to: worker's compensation, employer's liability, commercial general liability, excess coverage (all of the foregoing to be secured on a wrap-up basis), builder's risk property insurance, professional liability insurance, environmental pollution insurance, and such other policies and coverages as recommended by the Selected Firm and deemed appropriate by the Owner. The Selected Firm shall also be prepared to make recommendations regarding contingent coverages, as well as the use of a partially or fully integrated risk model. Other services to be provided may include, but are not limited to: initial feasibility study to determine comparative benefits of wrap-up program; preparation of insurance terms and conditions and project manual; assist the Owner with monitoring and retrieval of bid credits; providing reports to update status of bid credits, claims, claims resolution, and deductible exposure; preparing reports of market conditions; projections and analysis of potential insurers; assistance in resolving disputes with insurers and insured; claims management and control; and assistance to the Owner's risk management office, Program Manager, Construction Manager and other project stakeholders in obtaining answers to technical and other questions requiring special expertise.

2.2 SPECIAL REQUIREMENTS

The Selected Firm shall perform the following services and any related services as may be required:

- Provide a detailed analysis of the benefits and disadvantages of an owner-controlled insurance program ("OCIP") vs. traditional insurance approach;
- Identify and analyze all viable markets for the Owner's Insurance Program;
- Assist in the preparation of appropriate marketing and underwriting information to be submitted to potential insurers and related service companies;

- Arrange and be responsible for meetings between appropriate insurance underwriters or service providers and the Owner's risk management staff;
- Advise the Owner on the placement of insurance and/or related service quotations from available insurers or providers and the provision of cost projections for all viable quotes;
- Advise the Owner in designing the Owner's Insurance Program specifications and negotiating the most favorable rates and coverage;
- Provide training to the Owner's staff or designees on an as-needed basis concerning policy forms, reporting requirements, claims reporting and underwriting guidelines;
- Provide safety/loss control/prevention services;
- Provide other professional or technical services on insurance and risk management issues;
- Advise the Owner on the feasibility of a Surety Support Program for SLBE, DBE, MBE or WBE firms;
- Provide contract auditing services to determine appropriate contract price deductions, rating and loss data, payroll reporting and compliance with loss control programs;
- Prepare the necessary manuals and handbooks for distribution to each participant in the Owner's Insurance Program, which manuals shall: identify key parties and contact persons; detail policy information for the terms, conditions and procedures applicable to the Owner's Insurance Program coverages; establish procedures and forms for implementing the Owner's Insurance Program; set up claims handling, notification and data management systems; and contain samples of all required forms and certificates.

SECTION 3

CONTENTS OF THE PROPOSAL

Each Respondent that wishes to submit a bid in response to this Request for Qualifications and Proposals should submit to the Owner six (6) originals and one (1) electronic copy of the Proposal, as set forth in Section I of this Request for Qualifications/Proposals, that provides the information requested below. Copies of proposals should not be sent to any other office or department whatsoever at the Owner.

Proposals should include the following information:

3.1 PROPOSED SERVICES

Provide a plan of operation that fully addresses how the services outlined in **Section 2: Scope of Required Services** would be provided. At a minimum, the plan of operation should provide the following information:

- State who the Firm would assign to the Owner's account as account executive and primary support staff and provide resumes for these individuals;
- Describe the Firm's ability to aid the Owner in controlling liability and property insurance costs and exposure over the course of the Project;
- Describe the responsibilities of the Firm's support staff and how the support staff would interact with insurers, enrolled contractors and subcontractors and the Owner's contract administrator;
- Describe any additional services that have not been outlined in this Invitation to Bid that the Firm offers to clients and that you believe could be of significant benefit to the Owner and Authority, together with any related fees for those services;
- Describe the Firm's ability to address thoroughly the broad range of issues involving the allocation of risk and responsibility and how the Firm proposes to strengthen the Owner's understanding of these issues;
- Describe the Firm's contract review, payroll auditing, loss control and prevention, insurance cost projection, data management systems, project reporting and other Owner's Insurance Program administration services;
- Describe the Firm's ability to reach all primary insurers providing Program coverage; and

- Describe any other considerations the Firm believes to be important to the design, implementation, and analysis of the Owner's Insurance Program.

3.2 THE FIRM AND ITS PROPOSED OPERATIONS

Proposals should provide the following information about the Firm and its proposed operations:

- Describe the Firm, its size, number of employees, and annual sales;
- Identify those individuals from the Firm who would serve as the account executives or lead personnel on this matter and provide résumés for each of these individuals;
- Identify the office location for the Firm from which this account would be primarily serviced;
- Describe the Firm's general experience in providing service of the nature the Owner seeks and provide a list of recent major construction projects where you have provided similar services with the names of and contact information for the owner's representatives for the respective projects. The Owner may contact any of these accounts; and
- Describe how the Firm is distinguished from other brokers.

Any exceptions to any of the proposed terms and conditions proposed by the District shall be clearly identified and attached to the Qualifications and Proposal portion of the Respondent's submittal.

The Respondent's Statement of Qualifications must be submitted in an envelope separate from the Respondent's Financial or Fee Proposal.

3.3 FEE PROPOSAL

In accordance with Section 3.5 hereof, please include your comprehensive fee for brokerage services for the duration of the Wrap Up Insurance Program including that period of time until all claims under the Wrap Up are closed or transferred. All profit and fees to be derived from provision of brokerage services should be included in this category. Please warrant and represent that your firm will neither charge the Project, nor request or accept from any insurance provider, any other fees, commissions, rebates, overrides on payment or other remuneration, whether direct or indirect, arising out of the provision of brokerage services for the Project. Your proposal should include the following:

- Your proposed schedule for payment of broker's total compensation;

- A statement as to whether any other fees or commissions are anticipated for any specialty coverage placement (if so, please specify);
- A statement of any additional fees to be charged should the insurance program include a Surety Support Program and/or contingent coverages; and
- Your proposal for sharing in insurance cost savings and participating in insurance cost overruns or other fee incentive programs.

3.4 ADMINISTRATIVE FEES

Please set forth on an itemized basis each and every administrative cost, fee or charge that you anticipate submitting for reimbursement on the Project. For each charge, please indicate the basis for the charge, anticipated timing of required payment and your estimate for the total of all such charges for the duration of the Project. Please include a separate breakout for specific items within your anticipated scope of services, including, but not limited to:

- Program development and implementation services;
- Risk control services;
- Policyholder services;
- Safety and loss control services;
- Claims management services;
- Provision of a risk management information system;
- Any other general administrative services.

3.5 SUBMISSION OF FEE PROPOSAL

Fee Proposals shall be submitted in a **SEPARATE AND SEALED ENVELOPE**, clearly labeled as the “FEE PROPOSAL, FOR A WRAP UP INSURANCE BROKER FOR A CAPITAL IMPROVEMENT PLAN REFERRED TO AS THE CLEAN WATER PROJECT, CWP RFQ/RFP # 17” The Fee Proposal shall be based upon the Respondent’s proposal for services as contained in this RFQ/RFP. **Failure to submit the Fee Proposal in a separate and sealed envelope shall disqualify the respondent from consideration.**

The Respondents shall provide a proposed fee that includes all of the costs associated with the staff, including sub-contractors, to be provided in order to meet the proposal for services. This fee shall include all office expenses, overhead expenses, travel expenses, out-of-pocket expenses and per diem expenses. The fee proposal shall include the costs and specific assignment of all sub-contractors expected to be utilized on the project.

The District, as a municipal corporation, is exempt from the payment of excise, transportation and sales taxes and, therefore, such taxes must not be included in the price quoted. The price quoted will be applicable to the entire term of the contract and will not be subject to alterations with the prior written approval of the CEO of the District.

3.6 PAYMENTS BY THE DISTRICT

The District will make payments to the Consultant on the basis of detailed invoices which will be reviewed by the District for approval. The invoices shall specify the percentage of the work completed and subcontractor costs by task. The invoices shall list both current amounts and project-to-date information. MBE/WBE compliance information, if applicable, shall also be specified on forms provided by the District, by each category listing both current amounts and project-to-date information on each invoice by task.

A brief narrative shall accompany the invoices describing the work provided and being invoiced. Payment will normally be made within thirty-five (35) days of District approval of invoices.

No payment will be made for costs that exceed the total upper limiting fees specified to complete the work as outlined in the Price Proposal, unless a written Amendment is signed by an authorized District Representative in advance of the work being done.

3.7 PERSONNEL

For the duration of the term of this agreement with the District, the successful Respondent will not, without obtaining the District's prior written consent, remove, replace or alter the assignment of any of the key personnel which it has identified in its Proposal. Failure by the Contractor to obtain such written consent of the District's refusal to consent to such change shall be grounds for the termination of the contract by the DISTRICT.

3.8 PROPOSED TERMS AND CONDITIONS OF ENGAGEMENT

Please provide your proposed form of contract, including terms and conditions for this engagement. The District reserves all rights to negotiate any and all terms and conditions of the proposed contract or, in the alternative, substitute the District's form of contract with one of the District's choosing.

3.9 FINANCIAL INFORMATION

Respondents shall provide evidence of the financial condition of the company in order to adequately demonstrate financial stability. Respondents must include a list of total firm revenue for each year in the last five (5) years, of all bankruptcy filings within the last ten (10) years, and a list of all previous or pending litigation that arises from or relates to wrap up insurance programs within the past five (5) years. Respondents shall also state if they are currently restricted from doing business with any governmental agencies in the United States.

Any affirmative statements of bankruptcy, litigation or restrictions shall include a description of circumstances and ultimate resolution of the matter, including current financial situation and evidence of financial ability to successfully complete the services, if selected.

Failure by Respondents to successfully demonstrate financial stability will result in the Respondent being deemed non-responsive and ineligible for consideration. Reasons for ineligibility shall include, but may not be limited to: frequent litigation, or currently undergoing bankruptcy proceedings.

Subject to applicable law, the District will treat any financial or related corporate information submitted as confidential, provided each page of any such financial information is clearly stamped "Confidential".

3.10 DISQUALIFICATION BASED ON SUBMITTALS

Any Respondent who fails to provide full and complete information as required in the RFQ/RFP may, at the sole discretion of the District, be disqualified. In the event of disqualification based on incomplete RFQ/RFP submittals, the Respondent's proposal will not be reviewed.

In addition, responding firms shall submit their respective Statement of Qualifications and Proposal and the Fee Proposal in **two separate sealed envelopes**, with due date and time and the titles "QUALIFICATIONS AND PROPOSAL FOR WRAP UP INSURANCE BROKER FOR A CAPITAL IMPROVEMENT PLAN REFERRED TO AS THE CLEAN WATER, CWP RFQ/RFP #17," and "FEE PROPOSAL FOR WRAP UP INSURANCE BROKER

FOR A CAPITAL IMPROVEMENT PLAN REFERRED TO AS THE CLEAN WATER, CWP RFQ/RFP#17", respectively, clearly marked on the outside. **Failure to do so will result in disqualification.** The name of the Responding firm shall be clearly marked on the outside of all envelopes.

Any reference to or indication of fees in the Qualifications and Proposal portion of the response shall result in the **automatic disqualification** of the submittal.

SECTION 4

BASIS OF SELECTION

All responses which meet the submittal requirements will be reviewed by a Selection Panel comprised of District staff or their representatives who have been appointed by the CEO for review purposes. The Panel will review and evaluate each response on the following principal criteria:

- The composition of the Firm, including the key personnel committed to this Project, and the Firm's capacity to provide high quality services as required by the Owner and described in **Section 2: Scope of Required Services**;
- The Firm's relevant experience, qualifications and success in providing service of the type described in **Section 2: Scope of Required Services**; and
- The contractual terms that would govern the relationship between the Owner and the Selected Firm.

It is expected the Selected Firm will demonstrate extensive and substantial qualifications, capabilities, and experience in providing the required services. Previous experience should include successful provision of similar services to comparable projects.

The evaluation may consist of an interview of the submitting entities, and may include the verification of references, and confirmation of materials furnished in the submittals.

Firms shall be evaluated and short listed based upon their submittals, references, and interviews if held. The short listed firms, as determined by the Selection Panel, shall have their sealed Fee Proposals opened. The Selection Panel shall then develop a ranked list of the short listed firms based upon the Fee Proposal.

4.1 INTERVIEW FORMAT

Each short listed team may be invited to present in person to the District's Selection Panel, their proposed approach for program services based upon their respective written proposal.

The interviews shall be conducted in the following manner:

1. The Respondent's Service Team shall be represented by the following individuals: Client Executive and representative key staff resources at a minimum.
2. Interview presentations shall be scheduled for one hour, plus time for interviewer questions.
3. Interviews shall be held at a location as specified by the Selection Panel.
4. The District shall provide a screen and PowerPoint projector for interviewee's use.

The interview(s) shall be conducted by the Selection Panel designated by the CEO of the MDC and such advisors as designated by the Selection Panel.

4.2 INSURANCE AND INDEMNIFICATION

The Broker must have the capability of maintaining insurance and indemnification as follows to cover any claims incurred or arising from the proposed work:

- Professional Liability Insurance (not less than \$5,000,000 limit).
- Commercial General Liability including blanket contractual and products/completed operations coverage. The limits of liability provided shall be no less than \$1,000,000 each occurrence; \$1,000,000 aggregate.
- Umbrella Liability in excess of Employer's Liability, Commercial General Liability, and Automobile Liability with a limit of not less than Five Million Dollars (\$5,000,000) each occurrence. Per project aggregate must apply.
- Automobile Liability with limits of not less than One Million Dollars (\$1,000,000) combined single limit, including coverage for owned, non-owned, hired and/or borrowed vehicles.
- Workers Compensation Insurance as required by Connecticut Law and Employer's Liability with a limit of not less than One Hundred Thousand Dollars (\$100,000) per occurrence, Five Hundred Thousand Dollars (\$500,000) disease policy limit, and One Hundred Thousand Dollars (\$100,000) disease each employee.

Note that insurance limits are not the limits of liability.

Prior to the execution of the Brokerage Agreement, the Broker shall submit to the District approved insurance certificates, including the following information on the

policies listed above: Policy numbers, limits, starting and expiration dates, and the provision of thirty (30) days' written notice to the District prior to any cancellation. If (an) insurance policy(ies) is cancelled for failure of the Broker to make (a) premium payment(s), the District shall have the option of making the payment(s) and deducting the amount paid from any amounts due the Broker.

The Broker shall at all times indemnify, defend, and save harmless the District, any municipality included therein, the State of Connecticut, and their respective officers, agents, servants, and employees on account of any and all claims, damages, losses, litigation, expenses, counsel fees and compensation arising out of (a) injury (including death) sustained by or alleged to have been sustained by the servants, employees, or agents of the District, or of any municipality included therein, the State of Connecticut, or of the Broker, or anyone directly or indirectly employed by them, and (b) from injuries (including death) sustained by or alleged to have been sustained by the public, or by any other person or property, real or personal (including property of the District) to the extent either of the foregoing are caused by the negligent, willful or wanton acts or omissions of the Broker, or anyone directly or indirectly employed by them or any of them while engaged in the performance of the work.

SECTION 5

GENERAL TERMS AND CONDITIONS

The following general terms and conditions shall apply in addition to any specific contract terms:

5.1 CONFIDENTIALITY

The MDC agrees, to the extent permitted by law and in accordance with the terms set forth in Section 3 of this RFQ/RFP, to hold all material information belonging to the Respondent, which it deems to be confidential, in strictest confidence. Respondent must specify in writing, delivered to the MDC, the precise information or material contained in its response to this RFQ/RFP which the Respondent deems to be either a trade secret or other confidential material and why. The successful Respondent agrees to hold all material and information belong to the MDC or the MDC's agents in strictest confidence and not to make use thereof other than for the performance of contractual obligations, and to release it only to employees or agents for the Contractor requiring such information.

5.2 AWARD PROTEST

Any protest of an award made pursuant to this RFQ/RFP shall be in writing to the MDC District Counsel. The applicable provisions of the Connecticut General Statutes, State Procurement Regulations, do not apply to municipalities and, therefore, do not apply to the MDC.

SECTION 6

GENERAL INFORMATION

6.1 APPROVING AUTHORITY

The Approving Authority for this RFQ/RFP is the Chief Executive Officer of the MDC or his/her authorized designee and the authority to approve acquisition is contingent upon availability of funds for the total amount of the Contract within each fiscal year.

6.2 LENGTH OF CONTRACT

Upon the successful conclusion of this process outlined under this RFQ/RFP, the MDC intends to award a contract to the successful Respondent, which term shall commence upon the execution of an contract between the parties and continue until all claims related to the Wrap Up are closed or transferred, unless otherwise terminated or extended as provided by the contract.

6.3 SPECIAL CONSIDERATIONS

The District reserves the right to reject any one or more submittals at its sole discretion, as it may deem to be in the best interests of the District or withdraw the RFQ/RFP prior to the award of a contract. In addition, the District reserves the right to request additional information from any and all respondents, to waive any informalities, irregularities, or omissions in any response and, prior to the response deadline, to change any portions or requirements of this RFQ/RFP, provided notice of the same shall be given to all persons or entities receiving this RFQ/RFP. All submittals shall be complete in all material respects and failure to provide a complete submittal may be considered non-responsive and may result in rejection of the submittal.

6.4 CONTRACT DEVELOPMENT – EXECUTION OF A CONTRACT

Once a firm is selected based on the “Evaluation Criteria”, the MDC reserves the right to negotiate further with the selected firm. As a result of this contract discussion and negotiation, the MDC may propose a contract which amends the scope of the RFP or the firms’ proposal prior to signing the contract. At the same time, this RFP and the firm’s proposal shall be incorporated by reference directly into the final contract. The contract awarded, this RFP, and the Respondent’s proposal submission in response thereto shall constitute the whole agreement between the parties. However, the RFP and submission shall not be considered a contract. If a satisfactorily proposed contract cannot be negotiated with the highest-ranked firm, negotiation will be formally terminated. Negotiations shall be undertaken with the second most-qualified firm and so on. The Selection Panel

will make appropriate recommendations to the Approving Authority prior to actual award of the contract.

6.5 CONTINGENCY OF THE CONTRACT AWARD

Award of the contract to the selected firm is contingent upon: 1) the budget and appropriation of funds (if necessary) by the MDC Commission; and 2) the successful negotiation of contractual terms agreeable to both parties.

Failure to achieve the foregoing will result in no award at this time.

6.6 STATE OF CONNECTICUT SOLICITATION STATEMENT

The following solicitation statement is required by the State:

Any contract awarded under this Request for Qualifications/Proposals is expected to be funded in part by the State of Connecticut, Department of Environmental Protection. This procurement will be subject to requirements contained in Section 22a-482-4 (h), (i), and (o) of the Regulations of Connecticut State Agencies. The State of Connecticut will not be a party to this Request for Qualifications or any resulting contract.

SECTION 7

SPECIAL CONTRACT PROVISIONS

The following special contract provisions will be included in the final contract between the District and the selected Respondent (hereinafter known as "Broker").

7.1 CONFLICT OF INTEREST

In accordance with the MDC's financial disclosure and ethical conduct policy and/or ordinances, a prerequisite for payment pursuant to the terms of this contract is that the Broker shall furnish explicit statements, under oath, that the MDC Chairman, CEO, and/or any other officer, agent and/or employee of the MDC, and no member of the governing body of the MDC has received or has been promised directly or indirectly, any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration directly or indirectly related to this contract, and that upon request by the MDC Chief Executive Officer, or other authorized agent, as a prerequisite to payment pursuant to the terms of this contract, the Broker will furnish to the MDC under oath, answers to any interrogatories and comply with any request to review documents related to a possible conflict of interest as herein embodied. Broker shall also certify under oath that no employee or agent of Broker is a member or employee of any agency, commission, board or corporation of the MDC or is the spouse or any other relative of any of the foregoing. If Broker is unable to so certify, the details of any such relationship with the MDC must be disclosed.

7.2 WARRANTY AGAINST USE OF BROKER

The Broker warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees, or bona fide established commercial or selling agencies maintained by the Broker for the purpose of securing business. For violation of this warranty, the MDC shall have the right to terminate or suspend this contract without liability by the MDC or its officials or employees or in its discretion to deduct from the contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

7.3 CHANGES

No alterations of variables in the terms of a contract awarded pursuant to this RFP shall be valid or binding upon the MDC unless made in writing and signed by the MDC Chief Executive Officer or his/her designees.

7.4 ASSIGNMENT OF CONTRACT

It is mutually understood and agreed that, once awarded a contract pursuant to this RFP, the Broker shall not assign, transfer, convey, sublet or otherwise dispose of its contract or its right, title or interest therein, or its power to execute such contract, to any other person, consulting firm or corporation, without the previous written consent of the MDC Chief Executive Officer or his/her designee, but in no case shall such consent relieve the Broker from its obligations, or change the terms of the contract. Unless otherwise provided in the contract, the Broker may not contract with any other party for furnishing any of the materials or services herein contracted for without the prior written approval of the MDC Chief Executive Officer.

7.5 CANCELLATION

The contract awarded pursuant to this RFP may be canceled or annulled by the MDC Chief Executive Officer or his/her designee by written notice of default to the Broker, upon nonperformance or violation of contract terms. In any event, the defaulting Broker shall be liable to the MDC for costs to the MDC, including reasonable attorney's fees which are the proximate result of Broker's default.

7.6 PATENTS

Whenever any article, material, appliance, process composition, means or things called for by the RFP specifications is covered by Letters of Patent, the successful bidder must secure, before using or employing such materials the assent in writing of the owner or licensee of such Letters of Patent and file the same with the MDC. The bidder will defend, at their own expense, and will pay the cost and damages awarded in any action brought against the MDC based on an allegation that the items provided by the bidder infringed on any patent, copyright, license or trade secret. In the event that an injunction shall be obtained against the MDC's use of items by reason of infringement of any patent, copyright, license or trade secret, the bidder will, at its expense, procure for the MDC the right to continue using the items and replace or modify the same so that it becomes non-infringing.

7.7 OWNERSHIP

All materials submitted in response to this RFP will become the property of the MDC and may be returned at the option of the MDC. All materials developed in accordance with the final agreement will become the property of the MDC. It is agreed that all data, information and material prepared by the Broker as required by the final agreement, shall be delivered to and remain the property of the MDC upon completion of the final agreement. The data, information and material shall be put to any use the MDC sees fit without any compensation or reimbursement to the Broker other than the fees to be paid under the terms of the Agreement.

7.8 DISSEMINATION OF DATA

During the term of the contract awarded pursuant to this RFP, the successful Broker shall not release any information related to the services or performance of the services under the Agreement nor publish any final reports or documents related to services or performance of services to the MDC without the prior written approval of the MDC.

7.9 RETENTION OF RECORDS

The Broker shall retain and maintain all records and documents relating to the services for the entire duration of the CWP plus three (3) years after payment by the MDC of the final invoice and shall make them available for inspection and audit by the MDC, the State of Connecticut and any appropriate Federal agency. The accounting records and all supportive documentation shall be maintained in such a manner that will provide for a separation between direct and indirect costs. A similar provision shall be included in all subcontracts.

7.10 INDEPENDENT BROKER STATUS/PERSONNEL

- a. The selected Broker shall perform the contract awarded pursuant to this RFP as an independent contractor and shall not be considered an agent or employee of the MDC nor shall any of the employees or agents of the Broker be considered subagents or employees of the MDC. The MDC may elect to designate the Broker as an agent, but such designation must be made in writing by the Chief Executive Officer of the MDC.
- b. The Broker shall utilize personnel listed in the final proposed package. Substitution of key personnel shall only be permitted with the written permission of the MDC. This provision, however, does not require the approval of a contract of employment between the Broker and the personnel assigned to provide the services hereunder.
- c. For any project receiving funding from the MDC, the MDC may not enter into an agreement with any person who has left MDC employment, other than by reason of retirement, until the person has been out of the MDC employment for a period of one (1) year, unless excepted herein. The MDC may enter such an agreement with a person who has left MDC employment, other than by reason of retirement, for a period of less than one (1) year provided that the specific project being bid upon was not under discussion or consideration in any form prior to or at the time the person left MDC's employment. If the person has not been employed by the f MDC for less than one (1) year, a certification, under oath, must accompany the proposal certifying the fact that the project that is the

subject of the RFP was not under discussion or consideration in any form prior to or at the time the person left MDC employment.

- d. No employee of the MDC, or of any department, commission or agency whose duties as such employee include matters relating or affecting the subject matter of this RFP shall, while such employee, become or be an employee, agent or representative, directly or indirectly, of the party or parties of any subsidiary thereof, thereby contracting with the MDC.
- e. Unless waived in writing by both the MDC and appropriate State and Federal agencies prior to award of the contract awarded pursuant to this RFP, no member, officer, or employee of a local public agency, whether elected or appointed, during his tenure or for one (1) year thereafter shall have any interest, direct or indirect, in such contract or the proceeds thereof.

7.11 DISPUTES

All disputes arising under a contract awarded pursuant to this RFP, and not disposed of by agreement must be decided under procedures listed below. Pending final resolution of a dispute, the Broker must proceed diligently with contract performance. A claim must be in writing for a sum certain, and any money requested must be fully supported by all cost and pricing information:

All disputes, claims, questions of fact or interpretations of the contract documents not disposed of by agreement or express provision of the contract arising between the MDC and the Broker after performance of the contract has commenced but before final payment and termination of the contract, are decided by the MDC Chief Executive Officer (CEO) or his/her designee.

The CEO or designee must give the selected Broker not less than three (3) working days to submit documentation and written reasons supporting the Broker's position in the dispute. The CEO or designee may consider any other information or written submissions from MDC employees or agents and may conduct an informal, non-record hearing for receipt of testimony, evidence, and argument. The District Counsel may participate in the hearings to protect the MDC's interest.

The CEO or designee must render a decision, in writing, stating reasons for it and provide copies to the selected Broker and the MDC Attorney. If the decision is mailed to the selected Broker, it must be mailed "certified" and dated that date of mailing; otherwise, it must be dated the date of delivery to the selected Broker.

The written decision of the MDC CEO must be sent to all parties. Such decision may be appealed by either party to the Superior Court of the State of Connecticut.

7.12 ENTIRE AGREEMENT

Except to the extent that this RFQ/RFP may be incorporated into a contract awarded pursuant to this RFQ/RFP as provided herein, there are no promises, terms, conditions, or obligations other than those contained in the RFQ/RFP and the terms and conditions of the RFQ/RFP supersede all communications, representations, or agreements either verbal or written, between the MDC, its agents or representatives and the Respondent related specifically to the RFQ/RFP.

7.13 IMMIGRATION REFORM AND CONTROL ACT

The Broker awarded a contract pursuant to this RFP, shall warrant that it does not and shall not hire, recruit or refer for a fee, for employment under the contract, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 (the Act), including but not limited to, any verification and record keeping requirements. The Broker shall further assure the MDC that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin, or in the case of a citizen or intending citizen, because of such individual's citizenship status.

7.14 INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any Agreement terms or conditions supplied by the Broker, the MDC's General Conditions will supersede those terms and conditions in the event of any inconsistency.

7.15 GOVERNING LAW

Any contract awarded pursuant to this RFQ/RFP shall be construed in accordance with the laws and regulations of the Federal Government, State of Connecticut, and the MDC. The Broker must, without additional cost to the MDC, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving such contract, exclusive venue and jurisdiction shall be in the Superior Court of the State of Connecticut.